## 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; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Health Commissioner, Joe Ebel; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Amy Brown-Thompson; Account Clerk, Emylee Gussler; Payroll Clerk, Chirstina Foster; Planner, Josh Hillberry; Human Resources Assistant, Lori Hawk; Service Desk Supervisor, Jimmie Gordon; Public Information Specialist, Donna Stalter; Economic & Workforce Development Director, Rick Szabrak; Engineer, Jeremiah Upp; Sheriff's Deputy, Kevin Romine; Urban Specialist, Chad Lucht; Workforce Clerical Specialist, Jenny Sturgeon; Also in attendance: Sherry Pymer, Ray Stemen, Garrett Davis, Jane Harf, Melissa Dever, Stephanie Taylor, Tina Anderson, Samantha Meadows, and Jerry Starner.

Virtual attendees: Lori Hawk, Charlie Schindler, Tony Vogel, Jennifer Morgan, Park Russell, Beth Cottrell, Baylie Blevins, Steven Darnell, Lori Lovas, Chris, Ashley Arter, Nicole Schultz, Belinda Nebbergall, Rachel Elsea, Vince Carpico, Shelby Hunt, Jessica Murphy, Jeanie Wears, Stacy Hicks, Jeff Barron, Britney Lee, BGM, Greg Forquer, Alex Lape, Michael Kaper, Deborah, Josh Horacek, Andrea Spires, and Jason Grubb.

## Welcome

Commissioner Fix opened the meeting by welcoming everyone in attendance.

## Introduction of the Fairfield County United Way Chief Executive Officer, Melissa Dever

Commissioner Davis spoke about the selection process for the new United Way Chief Executive Officer, Melissa Dever. He stated there were many excellent candidates for the position and he is excited that Ms. Dever was selected.

Ms. Dever spoke about her years of experience fundraising for non-profit agencies and in several capacities as a social worker. She stated that she is very excited to be working with the many agencies in Fairfield County and with the team at United Way.

The Commissioners welcomed Ms. Dever and stated that they were excited to see what was to come for the Fairfield County United Way.

## Listen & Learn, Health Update

Joe Ebel, Health Commissioner, provided an update on the Fairfield County Health Department. He summarized the Health Department's vision and highlighted activities from 2024 such as community outreach and grant monies awarded. The department received over \$1.8 million in grants in 2024, and the money was used for programs that keep kids safe and healthy, drug prevention, and several public health initiatives. The department has many plans for 2025 such as the addition of a case management and referral professional.

Commissioner Levacy spoke about the improvements in the County's Health Department since the addition of Mr. Ebel.

## **Public Comments**

Ray Stemen of Lancaster offered a prayer for the leadership of the county.

## Legal Update

Amy Brown-Thompson spoke about a new contract routing form due to O.R.C. 307.901 that will be effective April 9, 2025.

## County Administration Update

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

April is National County Government Month (NCGM)

National County Government Month is a great opportunity to highlight the role that counties play in serving our residents and all Ohioans. Throughout April we will highlight some of the essential services that county government provides.

## Ohio Public Works Programs

On May 6th voters will have the opportunity to vote on the renewal of the Ohio Public Works Program. This program funds essential infrastructure programs in Ohio communities. This past December, the Ohio Senate started the process to continue a program that has been previously renewed three times, by adopting House Joint Resolution 8. Nearly 19,000 projects have been funded in every one of Ohio's 88 counties. In Fairfield County, the program has funded bridge replacements, street, culvert and drainage improvements, waterline replacements, and much more.

Engineer Upp stated that the program provides money that allows for jobs to be completed more efficiently. It is a renewal levy and not an increase.

## **Highlights of Resolutions**

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 27 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

• There are 17 financial resolutions on today's agenda. Eight of which are to appropriate unappropriated funds. The other ten are for second quarter allocations,

account-to-account transfers, memo receipts, and for the approval of the payment of bills.

 The Engineer's Office has two resolutions for the Pickerington Road Bridge Replacement Project. One approves the contract with J&J Bridge Co., Inc, for the replacement of the bridge, and the other approves the Notice to Commence. The Engineer's Office also has a resolution to approve changing load ratings for bridges.

Engineer Upp stated that his office watches for new requirements each year.

• Facilities has a resolution to approve the bid award to Gutknecht Construction for the medical lab space at the Workforce Center.

Mr. Kochis stated the resolution is for the next phase of improvements at the Workforce Center. Construction should start next week and finish by October.

Mr. Szabrak thanked Facilities for working diligently to get the project started.

• And, JFS has six resolutions for the approvals of service agreements with JFS, Child Protective Services, for network placements.

## **Budget Review**

• Budget Director, Bart Hampson, stated the 2026 budget season opens today. There are no surprises in parameters. Elected Officials and Department heads will receive an invitation to set up budget meetings to begin discussions.

## Calendar Review/Invitations Received

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

Informational Items

 Regional Planning Commission Meeting, April 1, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster

## Correspondence

- Lancaster Eagle Gazette, March 26, 2025, Jeff Barron, "Fairfield County Commissioner Dave Levacy Wants to Start a Local Veterans Hall of Fame"
- Letter from the Office of the Prosecuting Attorney, R. Kyle Witt, March 26, 2025, Regarding 2026 Appropriations for Compensation of Elected Officials
- Correspondence Regarding Industrial Solar Projects

## Updates from Elected Officials and Department Heads

Treasurer Bahnsen is looking for another provider for some of his processes.

Engineer Upp's department is finishing up winter projects and has been picking up roadway litter. They are getting work lined up for culverts.

Auditor Brown continues to explore artificial intelligence. She also reported that the PAFR received an award for excellence. Her office has issued fact sheets for property tax levies which are on the May ballot. The April Map of the Month shows historic and new walking and bike trails in Fairfield County.

Mr. Szabrak stated Hicks Partners is holding a non-profit grant workshop which already has 30 registrations. He thanked Jenny Sturgeon for being the face of the Workforce Center.

Mr. Kochis stated the entrance for the Workforce Center will change. He also mentioned that there will be lots of rain this week which could cause some flooding.

Mr. Clark stated the Child Abuse Prevention Breakfast will be next week at Life Church in Pleasantville.

## Old Business

Commissioner Davis met with a transit coordinator from the Uber Company to see how they could be helpful in Fairfield County. They will conduct a high level analysis of the county's transit needs.

Commissioner Levacy attended the Celebration of Possibilities and thinks it was an exceptional event.

Commissioner Fix also attended the Celebration of Possibilities and added that it is inspiring when people are recognized for their work. He also participated in a Township Association meeting. The county's townships are engaged in managing the growth that is coming to the area.

## **New Business**

Commissioner Fix spoke about upcoming CCAO meetings which would include county and state officials.

## 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; Utilities Director, Tony Vogel; Auditor, Dr. Carri Brown; Health Commissioner, Joe Ebel; Clerk of Courts, Branden Meyer; Treasurer, Jim Bahnsen; Budget Officer, Staci Knisley; FCFC Manager, Tiffany Wilson; Assistant Prosecuting Attorney, Amy Brown-Thompson; Account Clerk, Emylee Gussler; Payroll Clerk, Chirstina Foster; Planner, Josh Hillberry; Human Resources Assistant, Lori Hawk; Service Desk Supervisor, Jimmie Gordon; Public Information Specialist, Donna Stalter; Economic & Workforce Development Director, Rick Szabrak; Engineer, Jeremiah Upp; Sheriff's Deputy, Kevin Romine; Urban Specialist, Chad Lucht; Workforce Clerical Specialist, Jenny Sturgeon; Also in attendance: Sherry Pymer, Ray Stemen, Garrett Davis, Jane Harf, Melissa Dever, Stephanie Taylor, Tina Anderson, Samantha Meadows, and Jerry Starner.

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### Announcements

None.

## Approval of Minutes for March 25, 2025

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, March 25, 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:

2025-04.01.a	A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 2nd Quarter 2025 Allocation
2025-04.01.b	A resolution approving an account to account transfer in a major object expense category for the FY2022 CDBG Grant
2025-04.01.c	A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family and Children First Council for the Multi-Youth Committee Second Payment for the 2025 Allocation

2025-04.01.d

A Resolution Authorizing a Fund-to-Fund Transfer for the Second Quarter 2025 Allocation for the Multi County Juvenile Detention Center

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 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 resolutions from the Fairfield County Clerk of Courts – Legal Division:

2025-04.01.e

A Resolution Approving an Account-to-Account Transfer into a Major

Expenditure Object Category -1110

2025-04.01.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund # 2318, Computer Fund

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 Court of Common Pleas

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 Court of Common Pleas:

2025-04.01.g

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation

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:

2025-04.01.h	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for other services
2025-04.01.i	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services
2025-04.01.j	A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners
2025-04.01.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for software

2025-04.01.1	A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project
2025-04.01.m	A Resolution to Approve the Notice to Commence for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project
2025-04.01.n	A Resolution to Change Bridge Load Ratings

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:

2025-04.01.0 A Resolution Accepting the Bids and Authorizing the Approval Bid Award

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:

2025-04.01.p	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
2025-04.01.q	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Healing Pathways Transitional Homes, Inc.
2025-04.01.r	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Just Like Us Enrichment Agency Inc.
2025-04.01.s	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and NECCO Inc.
2025-04.01.t	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and ENA Inc.
2025-04.01.u	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and The Village Network

2025-04.01.v

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Ohio Guidestone

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 Juvenile/Probate Court

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 Juvenile/Probate Court:

2025-04.01.w

A Resolution Authorizing the Second Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services

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:

2025-04.01.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

2025-04.01.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2503, Police Revolving

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 Utilities

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 Utilities:

2025-04.01.z

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water

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:

2025-04.01.aa

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

Commissioner Davis reiterated his excitement about the direction of United Way under the new leadership of Melissa Dever.

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:51 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 8, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH.

Motion by: David Levacy

Seconded by: Steve Davis

that the April 1, 2025, minutes were approved by the following vote:

YEAS: David Levacy, Steve Davis, and Jeff Fix

ABSTENTIONS:

NAYS: None

vid/Levacy

Commissioner

1 20

\*Approved on April 8, 2025

Commissioner

Steve Davis Commissioner

Rochelle Menningen, Clerk



## REVIEW AGENDA

### BOARD OF COMMISSIONERS

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

Tuesday, April 1, 2025 9:00 a.m. County Administrator
Aundrea N. Cordle

**Deputy County Administrator**Jeffrey D. Porter

#### 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. Introduction of the Fairfield County United Way Chief Executive Officer, Melissa Dever
- 4. Listen & Learn, Health Update

Joe Ebel, Health Commissioner

### 5. Public Comments

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

## 6. Legal Update

## 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Regional Planning Commission Meeting, April 1, 2025, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- e. Correspondence
  - i. Lancaster Eagle Gazette, March 26, 2025, Jeff Barron, "Fairfield County Commissioner Dave Levacy Wants to Start a Local Veterans Hall of Fame"
  - ii. Letter from the Office of the Prosecuting Attorney, R. Kyle Witt, March 26, 2025, Regarding 2026 Appropriations for Compensation of Elected Officials
  - iii. Correspondence Regarding Industrial Solar Projects
- 8. Updates from Elected Officials and Department Heads

SERVE • CONNECT • PROTECT



9. Old Business

10. New Business

11. Regular (Voting) Meeting

## VIEW AGENDA

#### OF COMMISSIONERS BOARD

Commissioners: Steven A. Davis

Jeffrey M. Fix David L. Levacy

**County Administrator** 

Aundrea N. Cordle

Jeffrey D. Porter

Clerk

**Deputy County Administrator** 

12. Adjourn

Rochelle Menningen

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, \$27,578,110.58 expended, \$2,864,173.16 encumbered or

obligated.				
Project/Cotogory		As of 3/27/25 Appropriations	As of 3/27/25	As of 3/27/25 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, \$27,578,110.58 expended, \$2,864,173.16 encumbered or

obligated.				
Project/Category		As of 3/27/25 Appropriations	As of 3/27/25 Expenditure	As of 3/27/25 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	Promium Day Promium 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, \$27,578,110.58 expended, \$2,864,173.16 encumbered or

obligated.				
Project/Category		As of 3/27/25 Appropriations	As of 3/27/25 Expenditure	As of 3/27/25 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, \$27,578,110.58 expended, \$2,864,173.16 encumbered or

obligated.				
Project/Category		As of 3/27/25 Appropriations	As of 3/27/25 Expenditure	As of 3/27/25 Obligation
D04 a				
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 Renovation	3,344,528.02	3,208,277.92	136,250.10
5041	Community School Attendance	3,344,320.02	3,200,211.92	130,230.10
R61h	Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
Dot	·			
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	48,000.00	4,433.00
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	9,754,490.89	245,509.11

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,606,902.00 has been appropriated, \$27,578,110.58 expended, \$2,864,173.16 encumbered or

ligated.	

Project/Category		As of 3/27/25 Appropriations	As of 3/27/25 Expenditure	As of 3/27/25 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	\$27,578,110.58	\$2,864,173.16

## ADMINISTRATIVE AUTHORITY ITEMS FAIRFIELD COUNTY COMMISSIONERS' OFFICE MARCH 24, 2025 TO March 30, 2025

## Fairfield County Auditor- Finance

	Fairfield County Auditor- Finance
AA.03.24-2025.b	An Administrative Approval to approve the MAPSYS contract for maintenance and support of the custom DocLink web application. [Auditor- Finance]
	Fairfield County Commissioners
AA.03.25-2025.a	An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
AA.03.25-2025.b	An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
AA.03.27-2025.a	An Administrative Approval to Approve an Agreement with the Mid-Ohio Regional Planning Commission [Commissioners]
	Fairfield County Court of Common Pleas
AA.03.24-2025.a	An Administrative Approval for an agreement between the Fairfield County Court of Common Pleas and eCourtDate, Inc. [Common Pleas Court]
	Fairfield County Engineer
AA.03.28-2025.c	An Administrative Approval is requested to execute the Terms and Conditions between Fairfield County and EPS Ohio. [Engineer]
	Fairfield County Facilities
AA.03.25-2025.c	An Administrative Approval for the Contract between Korda/Nemeth Engineering, Inc, and the Fairfield County Commissioners for construction services at the Payment Drive-Thru on Chestnut Street [Facilities]
	Fairfield County Family and Children First Council
AA.03.28-2025.a	Administrative Approval authorizing a Placement Agreement between Community Teaching Homes INC., Parents/Guardians of J.M. and Fairfield County Family and Children First Council for Residential Treatment. [Family and Children First Council]
	Fairfield County Information Technology
AA.03.28-2025.b	An Administrative Approval for a Time and Material Agreement Between MAPSYS, Inc. and the Fairfield County Board of Commissioners for the Purposes of Technology Infrastructure Support Services and Consultation [Information Technology]
	Fairfield County Job and Family Services
AA.03.25-2025.d	An Administrative Approval of a Lease Agreement between Enterprise Fleet Management, Inc., and Fairfield County Job & Family Services. [JFS]

4/1/2025 018

# Fairfield County Commissioner Dave Levacy Wants to Start a Local Veterans Hall of Fame



Lancaster Eagle-Gazette

March 26, 2025

LANCASTER – Commissioner Dave Levacy said there are about 10,000 military veterans in Fairfield County. But there is currently no place to honor them all.

That may change, though, as Levacy said there is a group wanting to start a hall of fame for county veterans before the end of the year. He said the hall of fame could be located at the county courthouse at Main and High streets and will include the inductees earning a bronze plaque. But the exact location has not been determined yet.

"We're in the process of checking all the boxes," Levacy said. "One of the things we have to do is establish a 501(3)(c) because we'll need some money. We'll need people to contribute. We have people working on this right now."

Those people include Tom Moe, Michael Crites, Bryan Everitt, Jim Bahnsen, Justin Messinger, Park Russell, Aundrea Cordle and Jeannie Ignash and Levacy. The Fairfield County Foundation will also help with the fundraising process.

Levacy said the group does not know how much money will be needed but that no county money can be used.



Levacy was inducted into the Ohio Veterans Hall of Fame in November, along with another Fairfield County veteran, Michael W. Carrell, who served in the Air Force. Levacy was drafted into the Army in 1965 while a student at Ohio University and served until November 1967.

He said there are 23 county residents in the Ohio Hall of Fame, including five who were awarded the Congressional Medal of Honor.

Levacy said one of the county's veterans is Jacob Parrott, who won the first Congressional Medal of Honor for his service in the Civil War in the Union Army. Levacy said that despite being severely beaten 110 times by his captors, Parrott never gave up any information to them.

Levacy said people in Fairfield County need to know about Parrott and other veterans.

"We want to recognize the great people of Fairfield County," he said. "Some other counties have their hall of fame, but not all. We want one here in Fairfield County."

jbarron@gannett.com 740-681-4340

Twitter/X: @jeffrey\_ba7142

4/1/2025 019

March 26, 2025

Aunie Cordle, Fairfield County Administrator 210 East Main Street. Room 301 Lancaster, Ohio 43130

## RE: 2026 appropriations for compensation of elected officials

#### Dear Ms. Cordle:

At your request, this office has reviewed the statutorily required compensation for elected officials and hereby advises that the following sums should be appropriated for the compensation of elected officials for the 2026 calendar year. This letter does not account for certain sums paid to elected officials by the State of Ohio. At this time, all elected officials receive the benefit of SB 296, and therefore, the County should appropriate the following sums for the respective elected officials:

County Auditor	\$103,5301
County Clerk of Court of Common Pleas	\$82,613
County Commissioner (term commencing January 1)	\$88,510
County Commissioner (term commencing January 2)	\$88,510
County Commissioner (term commencing January 3)	\$88,510
County Coroner <sup>2</sup>	\$69,073
County Engineer <sup>3</sup>	\$128,399
County Prosecuting Attorney <sup>4</sup>	\$158,797
County Recorder	\$77,197
County Sheriff	\$116,0035

<sup>1</sup> The County Auditor is also entitled to an additional \$3,000, which is paid from the undivided estate tax fund or from the county real estate assessment fund pursuant to R.C. 5731.41.

<sup>&</sup>lt;sup>2</sup> The County Coroner does engage in private practice

<sup>3</sup> The Fairfield County Engineer does not engage in a private practice.

<sup>4</sup> The Fairfield County Prosecuting Attorney does not engage in a private practice.

<sup>5</sup> This sum presumes an appropriation is made by the General Assembly pursuant to R.C. 325.06(B), in which case, the County will be reimbursed \$12,889 by the State.

County Treasurer \$82,	,613
Judge of the Court of Common Pleas, Domestic Relations Division\$14,	,000
Judge of the Court of Common Pleas, General Division (Term	
commencing February 9)	,000
Judge of the Court of Common Pleas, General Division (Term	
commencing January 1)\$14,	,000
Judge of the Court of Common Pleas, Juvenile/Probate Division\$14,	,000
Member of the Board of Elections\$15,015	5.906

Also, for your reference, please be advised the following sums should be appropriated for furtherance of justice funds:

Prosecuting Attorney I	furtherance of Justice Fund	\$79,398.50
Sheriff Furtherance of	Justice Fund	\$58,001.50

Should you have any questions, or need any clarification, please do not hesitate to contact me in this regard.

Very truly yours,

Amy Brown Thompson

**Assistant Prosecuting Attorney** 

<sup>6</sup> The 2020 federal census established the population of Fairfield County as 158,921, thus the salary is calculated as (117.65\*100)+(56.05\*58)=\$15,015.90

From: burst@emailmeform.com on behalf of EmailMeForm

To: Contact Web; Menningen, Rochelle M

Subject: [E] County Contact Form

Date: Tuesday, March 25, 2025 11:06:11 AM

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

Your Name\*: Doug England

Office /

Commissioners' **Department\*:** 

Other:

**Department:** 

Email\*: englanddoug@hotmail.com

Phone:\*: 7409743409

What can we do to help?

NOTE: If this is an urgent request please call the appropriate office\*:

I urge the commissioners to oppose carnation solar case #24-0881-EL-BGN proposed for Amanda Township. I live within a quarter mile of the project on Barr Rd. I am concerned with the increased heavy load traffic, environmental impact, industrial zoning for farmland, thanks you Doug

England

4/1/2025 022 To whom it may concern,

I am writing to voice my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), which champions the rights of farmers and landowners to decide how to use their property. The project's commitment to respecting private property rights aligns with our community's values and ensures that the benefits of clean energy development are shared equitably.

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, offering them a reliable income source and the opportunity to contribute to a cleaner, greener future.

Beyond protecting property rights, the project will deliver significant economic and environmental benefits. It will create over 500 construction jobs and generate \$220 million in economic output, 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 your time and consideration.

Need to go forward, not backward.

Sincerely,

Ashton Cline seaoffallenleaves@gmail.com 1411 E Chestnut St Lancaster, OH 43130 Dear OPSB,

I would like to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), which will protect private property rights and promote economic growth in Fairfield County and beyond. One of the project's key strengths is its emphasis on allowing landowners to decide how to best use and profit from their own private property.

In America, the freedom to utilize one's land as one sees fit is a fundamental right. The Eastern Cottontail Solar Project upholds this value by enabling farmers and landowners to generate clean energy and benefit from its economic rewards. This respect for property rights is vital in maintaining the autonomy and independence of our local communities.

Moreover, the project will generate \$80 million to landowners over its lifetime, providing a steady income stream that can help them maintain and preserve their land for future generations. This financial security ensures that landowners can continue to support their families and invest in their communities.

In addition to supporting private property rights, the project will bring numerous other benefits to our region. It will create over 500 construction jobs, generate \$220 million in economic output, and provide \$2 million in long-term revenue for schools, police, and other critical services. These contributions are essential for maintaining and improving the quality of life in Fairfield County.

The Eastern Cottontail Solar Project is an important step toward a more sustainable and prosperous future. I encourage the Ohio Power Siting Board to approve this project and support the rights of our local landowners.

Thank you for considering my perspective.

Sincerely,

Delphina Nicols
delphinabaileynicols@gmail.com
PO Box 742
Lancaster, OH 43130

Dear Ohio Power Siting Board,

Fairfield County is on the cusp of significant growth, with plans to accommodate up to 56,000 new residents by 2050. To support this growth, it is crucial to invest in energy infrastructure projects like the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

Ohio currently imports up to 25% of its energy, highlighting the urgent need for local, renewable energy sources. The Eastern Cottontail Solar Project will generate clean electricity, reducing our reliance on imported energy and contributing to a more secure and stable energy future for our state.

As coal generation is decommissioned at a faster rate than newer forms of energy are being commissioned, it is vital to develop renewable energy solutions to fill this gap. The Eastern Cottontail Solar Project offers a valuable solution, ensuring that Ohio can transition to a more sustainable energy system.

The project will also create substantial economic benefits for our community, including over 500 construction jobs and \$220 million in economic output. This economic growth is essential for supporting local families and businesses.

I am a strong supporter of the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a critical investment in our community's future, offering economic, environmental, and social benefits.

Thank you for your consideration.

Linda Pulsinelli <u>Ipulsinelli58@gmail.com</u> 608 Oakwood Ave Lancaster, OH 43130 Members of the Ohio Power Siting Board,

Fairfield County's 2024 Comprehensive Plan highlights the need to accommodate up to 56,000 new residents by 2050. To support this growth, it is vital to expand our energy infrastructure with projects like the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN).

Ohio already imports up to 25% of its energy, underscoring the importance of local, renewable energy solutions. The Eastern Cottontail Solar Project will provide clean electricity, reducing our reliance on imported energy and contributing to a more stable and independent energy future.

As coal generation is decommissioned at a faster rate than new energy sources are being commissioned, it is crucial to develop renewable energy solutions to meet our state's energy needs. The Eastern Cottontail Solar Project offers a vital solution to fill this gap, ensuring that Ohio can transition to a more sustainable energy system.

The project will also create over 500 construction jobs and generate \$2 million in long-term revenue for schools, police, and other critical services. This economic growth is essential for maintaining and improving the quality of life in Fairfield County.

I wholeheartedly support the Eastern Cottontail Solar Project and urge 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.

Sincerely,

Cindy Smith ckaye84@gmail.com 2815 Canal Dr #99 Millersport, OH 43046 Dear Members of the Ohio Power Siting Board,

I am writing the Ohio Power Siting Board to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN), and to lay out some of the most significant benefits the project will offer to Fairfield County and the state of Ohio if it is approved.

The project is an investment in key local services, including schools and police departments. It will generate nearly \$2 million each year over the lifetime of the project, which will go towards these services. This is funding that will not come from taxpayers, and will benefit our community.

Additionally, the project will create construction jobs, long-term positions, and indirect jobs. In total, over 750 jobs will be created, providing much-needed employment opportunities for local residents. This will stimulate the local economy and support the financial stability of working families in our region.

I strongly urge the Ohio Power Siting Board to approve the project. It is a critical investment in the future of Fairfield County and the state of Ohio.

Care for people; care for our planet!

Sincerely,

Gayle McCreery
mccreerygayle@hotmail.com
2849 Basil Western Rd
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

4/1/2025

To Whom It May Concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers significant financial benefits to Fairfield County and the state of Ohio. With the creation of over 500 construction jobs, long-term operational positions and indirect jobs in related industries, the project will provide substantial employment opportunities for local residents.

Moreover, the project is expected to generate nearly \$2 million annually in tax revenue for local schools and other essential public services.

Eastern Cottontail represents a significant investment in the future of Fairfield County and Ohio, ensuring both economic growth and community well-being.

Thank you for your consideration.

Anything to help the kids of our future.

Sincerely,

Trisha Morris trishaf1978@gmail.com 332 Trace Dr Apt 29 Lancaster, OH 43130

### CC:

To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) presents a significant opportunity for Fairfield County.

The project will generate nearly \$2 million annually in tax revenue – totaling \$80 million over its lifetime – for essential public services, such as schools, police, and fire departments. It will also create hundreds of jobs. Without the project, our community would lose out on these vital opportunities.

The project also respects landowner rights by allowing farmers and landowners to utilize their land for solar energy production. This provides them with a steady income while promoting sustainable land use practices. Importantly, the land can be returned to agricultural use after the project's lifetime, preserving it for future generations.

I urge the OPSB to support and approve the Eastern Cottontail Solar Project.

Thank you for your consideration.

Sincerely,

Samuel Ronan sephiroth4269@gmail.com 2113 Lendale Dr Lancaster,OH 43130

### CC:

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.

Thank you for your consideration.

There is plenty of houses buildings and parking lots you could put these solar panels in rather than using farmland food is an essential material that feeds the body don't use farmland.

Sincerely,

Carl Shahan shadie2@hotmail.com 81 Lake Rd NE Lancaster, OH 43130-9378

#### CC:

Members of the Ohio Power Siting Board,

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 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.

It works.

Sincerely,

Carl Newman
boomerjremt@gmail.com
3320 Wheeling Rd NE
Lancaster, OH 43130

#### CC:

Dear OPSB,

Eastern Cottontail (Case #24-0495-EL-BGN) is a promising utility-scale solar project that stands to bring significant benefits to Fairfield County and the State of Ohio.

The project will generate nearly \$2 million each year in tax revenue for essential public services, including schools, fire departments, and police. It will also create hundreds of construction jobs and indirect jobs, in addition to long-term operations and maintenance jobs. This influx of employment opportunity and funding will be a major victory locally and across our state.

I am writing in support of the project, as it is an important investment in our future.

Thank you,

Mike Halaiko mihalaj@icloud.com 285 W Columbus St Pickerington, OH 43147

CC:

Members of the Ohio Power Siting Board,

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.

We need to get ahead of growing population that will require increased electricity production. Fossil fuel generators produce massive amounts of harmful contaminants and further expand our dependents on gas and coal. We must look into a future that will be livable for future generations.

Sincerely,

Roger Krueger
rkrueger@insight.rr.com
6511 Castenea Way
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

4/1/2025 033

To whom it may concern,

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,

Debbie Schaffner clicknsticks@yahoo.com 217 N Basil St Baltimore, OH 43105

#### CC:

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,

Earl Chambers
<a href="mailto:echambers40@gmail.com">echambers40@gmail.com</a>
2355 Hamburg Rd. SW
Lancaster, OH 43130

CC:

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,

Michael Joseph michael.j.joseph2@gmail.com 12638 Oakmere Dr Pickerington, OH 43147

#### CC:

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.

I support clean energy from solar!

Sincerely,

Amber Hazelwood amber.yerian@yahoo.com 428 N High St Lancaster, OH 43130

#### CC:

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 investment in our local community and the state of Ohio.

The project will provide secure, steady income to participating landowners, allowing them to keep their land and farmland in their families for generations. This is essential for preserving our agricultural heritage and supporting local farmers. Furthermore, landowners and farmers should be allowed to use their land as they choose – including harvesting the sun to produce clean electricity.

The project will generate clean, renewable energy that will help reduce our reliance on imported energy and lower electricity costs. It will also create substantial economic benefits for Fairfield County and its residents, as well as indirect economic benefits such as local purchases of materials and supplies. This will further stimulate economic growth and support local businesses.

Please support this important initiative.

Sincerely,

Aaron Conn aconn2010@gmail.com 225 Hamburg Rd SW Lancaster, OH 43130

CC:

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.

Additional clean energy is needed to help meet the increasing demand for electricity.

Thank you,

Allen Turnbull
turnbullallen@gmail.com
4495 Canal Rd Ne
Pleasantville, OH 43148

#### CC:

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,

Tony Brame tonybrame@gmail.com 8375 Cameron Court NW Pickerington, OH 43147

CC:

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,

Bryan Everitt beveritt5@gmail.com 201 S High St Lancaster, OH 43130

#### CC:

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 planets future.

Best regards,

Kathleen Schmelzer thaschmelz@gmail.com 121 Alameda Ct Lancaster, OH 43130

# CC:

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.

The project is expected to create over 500 construction jobs and additional long-term maintenance positions, with a focus on hiring locally. This job creation will invigorate the local economy and provide employment opportunities for Ohio residents.

Moreover, the project will have indirect economic benefits, such as local purchases of materials and supplies. This will further stimulate economic growth and support local businesses.

Supporting the Eastern Cottontail Solar Project is a step towards a brighter and more prosperous future for Fairfield County.

Thank you for your consideration,

Shea Canaday shea.canaday5600@gmail.com 306 Ridgemere Way Lancaster, OH 43130

#### CC:

To whom it may concern,

I support the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is a prime example of how we can protect landowner rights while also generating clean, renewable energy.

The Eastern Cottontail Solar Project will be built on private land, allowing landowners to decide how best to use and profit from their property. This aligns with the principle that farmers and landowners should have the freedom to utilize their land in ways that benefit them and their communities.

Furthermore, the project will create substantial economic benefits, including \$80 million in long-term revenue for critical local services such as schools and emergency services. This financial support is vital for maintaining and improving the quality of life in Fairfield County.

Please support this important initiative.

We need home grown solutions to our engery concerns.

Sincerely,

Donald Ellis
<a href="mailto:dellis85@live.com">dellis85@live.com</a>
1433 Epworth Forest Dr
Lancaster, OH 43130

# CC:

Dear OPSB,

I am writing to express my support for the Eastern Cottontail Solar Project (Case #24-0495-EL-BGN). This project is crucial for generating home-grown, American energy right here in Ohio, which will make our country less dependent on foreign energy and help reduce electricity costs.

Beyond the energy benefits, the project will also create more than 500 construction jobs and long-term operations and maintenance jobs. These opportunities for Ohio residents will provide a significant boost to our local economy. Additionally, the project will generate \$1.98 million in annual revenue for local schools, police, and fire departments, which is essential for the community's well-being.

Supporting the Eastern Cottontail Solar Project means supporting economic growth and energy independence in Ohio.

Best regards,

Ladonna Paumier
<a href="mailto:pungroger@gmail.com">pungroger@gmail.com</a>
3385 Election House Rd
Carroll, OH 43112

CC:

To the Ohio Power Siting Board,

I am writing to express my solid support for the Eastern Cottontail solar project. This project will generate \$80 million in long-term revenue for essential local services like schools, police, and fire departments. Such an influx of funds will ensure that our community's critical services remain robust and well-equipped to serve the public.

The project will promote energy independence by generating clean, American energy here in Ohio. This will reduce our reliance on foreign energy sources, ensuring more stable and predictable energy costs. By investing in renewable energy, we are also contributing to the fight against climate change, a cause that is increasingly urgent as evidenced by recent global weather events.

Moreover, the environmental benefits of this project cannot be overstated. By producing clean energy, we are reducing emissions across the board.

The multitude of benefits it brings to our community, today and for generations to come, should weigh heavily in your decision. I strongly urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project.

Best regards,

Justin Watts
justin.w.watts1988@gmail.com
12435 Saylor Road
Baltimore, OH 43105

#### CC:

Dear Ohio Power Siting Board Members,

I support the Eastern Cottontail solar project and I encourage you to do so as well. This project will bring hundreds of construction jobs along with long-term jobs. Why wouldn't we want this?

This project also will bring new tax revenue that can be used to fund schools, county services, and more. This money will be a big help for Fairfield County.

I hope the Ohio Power Siting Board carefully considers all the benefits of this project and approves the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Mike Halaiko mihalaj@icloud.com 285 West Columbus Pickerington, OH 43147

# CC:

To whom it may concern,

I'm writing to voice my support for the Eastern Cottontail solar project. This project will bring money to the Fairfield County community, including \$80 million for schools, police, and fire departments – as well as significant indirect financial benefits to the area.

Reducing our dependence on importing energy is also another benefit that helps strengthen our energy security here in Ohio and across the country.

This project clearly benefits Fairfield County and all of Ohio. Please approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Thanks,

Mark Sells mark.sells001@outlook.com 6105 Bremen Rd SE Lancaster, OH43130

### CC:

To whom it may concern,

I am writing in support of the Eastern Cottontail solar project. Once this project is approved, it'll go into the construction phase where it is going to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs in related industries.

The mere nature of this project also exercises the principles of property rights, the rights of landowners, allowing them to make decisions that best suit their property. These sacred rights cannot be ignored.

For these reasons, I strongly encourage the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Michael El Koubi elkoubi@gmail.com 858 Umbleby Pl Pickerington, OH 43147

# CC:

To the Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail solar project. This project is set to create significant local employment opportunities, with over 500 construction jobs and numerous long-term positions in operations and maintenance. This initiative is vital for boosting our local economy and providing steady income to many families.

The project will generate \$80 million in long-term revenue for essential local services like schools, police, and fire departments. Such an influx of funds will ensure that our community's critical services remain robust and well-equipped to serve the public.

Additionally, the project will promote energy independence by generating clean, American energy here in Ohio. This will reduce our reliance on foreign energy sources, ensuring more stable and predictable energy costs. By investing in renewable energy, we are also going to reduce a significant amount of emissions.

Lastly, the preservation of farmland and agricultural heritage is another critical aspect of this project. If this land was used for anything else, such as apartments or warehouses, it would never be able to be returned to agriculture use. Solar gives us that flexibility.

The benefits of this project are clear to me. I urge you to approve Eastern Cottontail.

Best regards,

Enrique Jimenez <u>enrique.jimenez@gmail.com</u> 118 E Wheeling St Lancaster, OH 43130

CC:

Ohio Power Siting Board,

I'm writing to show my support for Eastern Cottontail (Case #24-0495-EL-BGN). If approved, it will generate \$80 million in new tax revenue for Fairfield County. This will benefit local schools, police, and fire departments.

Promoting energy independence is another major positive of the project. By making clean, American energy here in Ohio, we can cut down on foreign energy and lower electricity costs.

Please approve this project.

Thank you for your time and consideration,

Candy Bennett
sillyputts69@gmail.com
1103 West Fair Ave
Lancaster, OH 43130

#### CC:

Ohio Power Siting Board,

I'm writing to show my support for the Eastern Cottontail solar project. This project will bring significant funding to our community, including \$80 million for schools, police, and fire departments. Plus, it will help local businesses by increasing purchases of materials and supplies.

Promoting energy independence is another big win. By making clean, American energy here in Ohio, we can cut down on foreign energy and lower electricity costs.

Please green light the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for our community's economic and energy future.

Thanks,

Joe Uhl bear189740@gmail.com 11923 Poplar Creek Road Baltimore, OH 43105

#### CC:

Dear Ohio Power Siting Board,

The Eastern Cottontail solar project has my support. This development will create over 500 construction jobs, with additional opportunities in operations, maintenance, and various local industries. By hiring workers from the area, this project will significantly bolster local employment.

The project will also help generate millions in new tax revenue that can be used all across Fairfield County. From schools to law enforcement and other services.

For these reasons, I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

I support it because I think it is important for the school

Sincerely,

Mary Neal gorgeouseyes2916@gmail.com 204 Eyman Ave Lancaster, OH 43130

#### CC:

Eastern Cottontail is going to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs will be created in related industries.

This project also honors the rights of landowners, allowing them to make decisions that best suit their property and their needs.

Don't listen to the misinformation that opponents of this project are putting out there. Please support the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Larry Triance
larrytriance02@gmail.com
3716 Oakmont Lane N.E.
Lancaster, OH 43130

#### CC:

Dear Members of the Ohio Power Siting Board,

Please accept this letter of support for the Eastern Cottontail solar project. The project will create jobs, bring in more revenue to help fund schools and other local services, and help reduce dependence on importing energy from outside Ohio.

I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

Sincerely,

Nelson Chatterton nelsonchatterton@yahoo.com 400 Stone Mill Rd Pickerington, OH 43147

CC:

Dear Members of the Ohio Power Siting Board,

I'm reaching out to advocate for the Eastern Cottontail solar project. The project is estimated to create over 500 construction jobs, with additional opportunities in operations, maintenance, and various local industries.

Furthermore, this project respects and upholds the rights of landowners, allowing them to choose the best use for their land. Property rights are as American as apple pie.

By generating clean energy right here in Fairfield County, we'll be able to contribute to energy security and help make the grid more resilient.

For these reasons, I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

Sincerely,

Jay Sherburn jayshrbrn@yahoo.com 1890 Ginder Rd NW Lancaster, OH 43130

#### CC:

Dear members of the Ohio Power Siting Board,

I believe in the Eastern Cottontail (Case #24-0495-EL-BGN) solar project and support it. This project promises to create more than 500 construction jobs and additional roles in operations and maintenance, greatly benefiting our workforce.

Additionally, the project helps preserve our agricultural heritage because the land used for solar energy can be easily reverted to agricultural use in the future, maintaining its quality and potential.

I urge the Ohio Power Siting Board to approve this vital project for the benefit of our community and beyond.

More CLEAN ENERGY!!

Sincerely,

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

CC:

Dear members of the Ohio Power Siting Board,

This letter is to show my support for the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Other types of development would destroy farmland. Utility-scale solar does the opposite - it preserves it.

Eastern Cottontail will preserve our agricultural heritage by providing farmers with a reliable income stream while keeping the land usable. The land used for solar energy can be easily reverted to agricultural use in the future, maintaining its quality and potential.

I urge the Ohio Power Siting Board to approve this vital project for the benefit of our community and our state.

Sincerely,

Kylie Ogg kylieogg1@gmail.com 1625 Northwood Dr NE Lancaster, OH 43130

#### CC:

To the Ohio Power Siting Board,

I am writing to express my support for the Eastern Cottontail solar project. This project is going to create local employment opportunities, with over 500 construction jobs and numerous long-term positions. This alone will boost our local economy and provide steady income to many families.

The project will generate \$80 million in long-term revenue for essential local services like schools, police, and fire departments. Such an influx of new revenue will ensure that our community's critical services remain robust and well-equipped to serve the public.

In recent news, utility-scale solar projects have been highlighted for their potential to transform local economies. For instance, a similar project in another state has led to substantial economic benefits and has been well-received by the community. This precedent underscores the positive impact that Eastern Cottontail can have on our community.

Additionally, the project will promote energy independence by generating clean, American energy here in Ohio. This will reduce our reliance on foreign energy sources, ensuring more stable and predictable energy costs – and ultimately promoting energy security.

Lastly, the preservation of farmland and agricultural heritage is another critical aspect of this project. It provides farmers with a steady income while maintaining the potential for the land to revert to its original use in the future. This dual benefit ensures that our agricultural legacy remains intact while also supporting the energy transition.

For all of these reasons, I strongly urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project. The many benefits it brings to our community, economy, and environment makes it a crucial initiative for our future.

Best regards,

David Comer <u>bobbup@sbcglobal.net</u> 304 Lakeview Drive Northeast Lancaster, OH 43130

#### CC:

Dear Ohio Power Siting Board Members,

I am writing in support of the Eastern Cottontail solar project. This project is estimated to bring over 500 construction jobs to our local community, along with long-term positions in operations and maintenance, and an estimated 270 indirect jobs in related industries.

This project also honors the principle of property rights, which allows landowners to make decisions that best suit their families needs. It's a win-win when we can generate clean energy and secure economic benefits for our community.

For these reasons, I strongly encourage the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN).

Best regards,

Ira Weiss
<u>iraweiss@hotmail.com</u>
11735 Eddington Avenue
Pickerington, OH 43147

#### CC:

Dear Members of the Ohio Power Siting Board,

I want to convey my strong support for the Eastern Cottontail solar project. This project will create over 500 construction jobs, with additional long-term positions in operations, maintenance, and various local industries. By hiring workers from our communities, this project will significantly bolster local employment.

Furthermore, this project respects and upholds the rights of landowners, allowing them to choose the best use for their land. By using their land to generate clean energy, landowners will not only benefit economically personally, but also contribute to our community's economy.

For these reasons, I urge the Ohio Power Siting Board to approve the Eastern Cottontail solar project (Case #24-0495-EL-BGN) for the benefit of our community and our future.

Sincerely,

April Hudspeth hudspethapril@yahoo.com 528 Longview St Pickerington, OH 43147

#### CC:

Dear Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a valuable opportunity to advance our Oh economic growth and environmental sustainability.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is crucial for maintaining a stable and secure energy supply in our state.

In addition to promoting energy independence, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

The project will also generate \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is vital for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a crucial step toward a sustainable and prosperous future for Fairfield County and Ohio.

We're beginning to shut down our coal plants; we don't have the water power necessary for Hydro; many are not in favor of Nuclear plants. Our options are wind and solar. I think solar makes sense, and I do not agree with the folks purporting we will lose valuable farm land. Do I wish we could use parking lots or other non-land options? Sure! But I also don't think the amount of land used will make a significant difference in food production.

Sincerely,

Terry Douds tdouds@cojazz.com 344 E 5th Ave Lancaster, OH 43130

#### CC:

Dear OPSB,

As Fairfield County grows, it is crucial to invest in projects that support our community's economic and environmental needs. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a valuable solution to meet these needs and ensure a prosperous future for our region.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is vital for maintaining a stable and secure energy supply in our state.

The project will also create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

Additionally, the Eastern Cottontail Solar Project will generate \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is crucial for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I wholeheartedly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is essential for achieving a sustainable and prosperous future for Fairfield County and Ohio.

Best regards,

Carmen Hall lexi422003@yahoo.com 1369 Graf Street Lancaster, OH 43130

CC:

Members of the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a significant opportunity to strengthen Fairfield County and Ohio through sustainable energy practices. This project promises numerous benefits that will enhance our community's economic growth and environmental resilience.

By investing in renewable energy, our community and state can come closer to energy independence and reduce our reliance on foreign energy sources. The Eastern Cottontail Solar Project will generate clean, home-grown energy, contributing to a more stable and secure energy future for Ohio.

The project will also create over 500 construction jobs as well as long-term positions. This job creation is crucial for supporting families and stimulating economic growth in Fairfield County.

Additionally, the project will generate \$220 million in economic output and \$2 million in long-term revenue for local services. This funding is essential for maintaining and improving the quality of life in our region.

Furthermore, the project supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights aligns with our community's values and ensures that the project benefits local residents.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a crucial step toward a sustainable and prosperous future for Fairfield County and Ohio.

Sincerely,

Emmanuella Agyemang
<a href="mailto:emmanuellaagyemang34@gmail.com">emmanuellaagyemang34@gmail.com</a>
3122 Arborsye Ct
Reynoldsburg, OH 43068

#### CC:

To the Ohio Power Siting Board,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a valuable opportunity to advance Fairfield County's and Ohio's community's economic growth and environmental sustainability.

By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and lowering electricity costs for residents. This energy independence is crucial for maintaining a stable and secure energy supply in our state.

In addition to promoting energy independence, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County.

The project also generates \$2 million in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to offer high-quality services to its community members. This funding is vital for maintaining and improving the quality of life in our region.

Moreover, the Eastern Cottontail Solar Project respects landowner rights, allowing farmers and landowners to use their property as they see fit. This respect for individual choice aligns with our community's values and ensures that the project benefits local residents.

I support the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is a vital investment in our community's future, offering economic, environmental, and social benefits.

Thank you for your consideration,

Julie Cottrell julie.cottrell1982@gmail.com 6440 Grouse Ln 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

4/1/2025

Dear OPSB.

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) is a pivotal development for Fairfield County and Ohio. By investing in renewable energy, our community can achieve economic growth and environmental sustainability.

The project will create substantial economic benefits for our region. With \$220 million in economic output and \$2 million in long-term revenue for local services, the Eastern Cottontail Solar Project will stimulate our economy and support essential services like schools and police.

In addition to economic growth, the project will promote energy independence for Ohio. By generating clean energy, the project will reduce our state's reliance on foreign energy sources and contribute to a more stable energy future. This shift toward renewable energy is vital for ensuring that Ohio remains competitive in a rapidly changing energy landscape.

Furthermore, the project will provide over 500 construction jobs and numerous long-term positions, offering stable employment for local residents. This job creation will support families and boost our local economy.

The Eastern Cottontail Solar Project also supports local landowners by offering them financial security and the freedom to utilize their land as they see fit. This respect for landowner rights is a cornerstone of the project and aligns with our community's values.

I wholeheartedly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is essential for achieving a sustainable and prosperous future for Fairfield County and Ohio.

Best regards,

Elicia Tumbleson
emoore45102@yahoo.com
244 Rolling Acre Dr
Lithopolis, OH 43136

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

066

To whom it may concern,

The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) represents a crucial step toward a sustainable energy future for Fairfield County and Ohio. This project offers numerous benefits that will strengthen our community and promote environmental stewardship.

Utility-scale solar projects like Eastern Cottontail will play an increasingly vital role in meeting our state's energy needs. By generating clean, renewable energy, the project will contribute to reducing Ohio's reliance on imported energy and will help lower electricity costs for residents.

Additionally, the project will create over 500 construction jobs and long-term positions, providing stable employment opportunities for local residents. This job creation is essential for supporting families and stimulating economic growth in Fairfield County and the area.

The project will also generate \$2 million annually in long-term revenue for schools, police, and other critical services, ensuring that Fairfield County can continue to provide high-quality services to its community members.

I am a strong supporter of the Eastern Cottontail Solar Project and urge the Ohio Power Siting Board to approve it. This project is essential for promoting a sustainable and prosperous future for Fairfield County and Ohio.

Sincerely,

Richard Massatti <u>traumer22@yahoo.com</u> 11800 Clark Dr NW Baltimore, OH 43105

# CC:

Members of the Ohio Power Siting Board,

Fairfield County has a rich agricultural heritage that must be preserved as we embrace modern energy solutions. The Eastern Cottontail Solar Project (Case #24-0495-EL-BGN) offers a unique opportunity to support our local farmers while contributing to Ohio's renewable energy goals.

This project will provide farmers with a secure, steady income, allowing them to keep their land within their families for generations to come. By offering \$80 million in payments to landowners over the life of the project, the Eastern Cottontail Solar Project supports the financial stability of our local agricultural community.

The project also prioritizes preserving farmland and agricultural heritage. Land used for solar energy can be returned to agricultural use with improved soil quality if landowners choose to do so in the future. This commitment to land restoration ensures that the Eastern Cottontail Solar Project serves as a beneficial placeholder for future agricultural uses.

Furthermore, the project's environmental benefits align with Ohio's commitment to sustainability. By reducing carbon emissions and creating dual-use scenarios such as habitats for pollinators, the project will enhance local biodiversity and support sustainable agricultural practices.

I strongly support the Eastern Cottontail Solar Project and encourage the Ohio Power Siting Board to approve it. This project is a vital investment in preserving our agricultural heritage while advancing Ohio's renewable energy future.

Thank you for your consideration,

Enrico Beamon enrico.beamon@gmail.com 314 Sandburg Dr Lithopolis, OH 43136

# CC:

# Menningen, Rochelle M

From:

Contact Web

Sent:

Sunday, March 30, 2025 7:47 PM

To:

Menningen, Rochelle M

Subject:

FW: [E] Opposition to Carnation Solar Case # 24-0881-EL-BG

# Rochelle Menningen Clerk to the Board of Commissioners



740-652-7893 (t) 614-406-5996 (c) 740-652-7090 (o)



**(1)** 

rochelle.menningen@fairfieldcountyohio.gov

From: Ashley Hill <ash.bibber@live.com> Sent: Sunday, March 30, 2025 5:07 PM

To: Contact Web <contact@fairfieldcountyohio.gov>

Subject: [E] Opposition to Carnation Solar Case # 24-0881-EL-BG

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

I am writing to express my strong opposition to the proposed Carnation Solar Case # 24-0881-EL-BG industrial solar project. My husband and I live 3.2 miles from the southern most part of the project site. My husband, myself, and my immediate family have lived within the Amanda zip code and Amanda Township our entire lives. This community and the preservation of it is the exact reason why we have never left. The Amanda village and the surrounding area pride itself on being a rural, agricultural community. I personally know families who have farmed the land in Amanda Township and Amanda zip code, both in the present and past. While I understand the importance of renewable energy sources, the location chosen for this project raises significant concerns about its impact on the natural environment and agricultural land

The area in question is home to a diverse range of wildlife that relies on the existing habitats for survival. Industrial solar facilities disrupts wildlife in a variety of ways from incinerating insects to damaging birds' feathers who fly across the path of the solar panels due to heat reflection. Birds also become confused and can fly directly into the panels due to "lake effect" and have their migration patterns disrupted. <a href="https://conbio.onlinelibrary.wiley.com/doi/10.1111/csp2.319">https://conbio.onlinelibrary.wiley.com/doi/10.1111/csp2.319</a>



#### FIGURE 2

Open in figure viewer

♣ PowerPoint

(a) Concentrating solar power (CSP) facilities can cause direct mortality to aerial species that fly into solar flare, such as this yellow-rumped warbler burned mid-air at Ivanpah (photograph by U.S. Fish and Wildlife Service, 2013, public domain). (b) CSP or PV facilities can create a "lake effect" (photograph by Kerry Holcomb, used with permission, Ivanpah Solar Electric Generating System, CA); water birds that mistakenly land on the hard surfaces can die on impact, become injured, or are unable to take off from terrestrial surfaces and ultimately die of exposure

The construction of the facility itself creates a physical barrier for wildlife. The Carnation Solar project plans to install a 7-foot-tall fence or a 6-foot-tall fence with an extension of barbed wire. Deer are so common in Ohio that I can only imagine how many will attempt to jump the fence only to be caught and injured or find themselves within the confines of the fenced area. A deer with a running start can jump as high as 12 feet. Other states have attributed wildlife loss to climate change and the increased presence of solar farms. It should be noted that solar farms return a significant amount of heat to the surrounding area due to the reflective nature of the panels themselves.

https://columbiainsight.org/mule-deer-and-solar-farms-may-be-on-a-collision-course/

My husband and I live 3.2 miles from the intersection of Cedar Hill Road and Ridge Road (the bottom border of the solar project area). I have seen coyotes in our backyard, three hawks who are seen regularly along St Rt 22 to Lancaster (and one who regularly visits the back of our 4 acres), opossums, racoons, rabbits, foxes, and what I'm certain was a mink near a drainage ditch at st rt 22. A 5 minutes drive from our house will take you past a Bald Eagle nest on Amanda Clearport Road, where a pair of bald eagles are regularly seen. All of this wildlife is within close proximity to the project area and will be disrupted by the presence of the industrial solar facility.

I do not see how the Carnation Solar project's advantages outweigh the disadvantages it would bring to this community, and we strongly oppose its presence in our neighborhood. The damage it would cause to wildlife, the environment, and disruption to existing residents is too great. The risk of the land not being able to be farmed again after the lengthy lease is too high.

Please take a stance of opposition to the project before the OPSB release their staff report.

"Farmland lost is farmland lost forever."

Thank you,

Ashley Hill

# Menningen, Rochelle M

From:

Contact Web

Sent:

Sunday, March 30, 2025 7:47 PM

To:

Menningen, Rochelle M

Subject:

FW: [E] Oppostion to Carnation Solar Case #24-0881-EL-BGN

# Rochelle Menningen Clerk to the Board of Commissioners







**(1)** 

rochelle.menningen@fairfieldcountyohio.gov

From: t hill <tyler\_h1@live.com>
Sent: Sunday, March 30, 2025 5:13 PM

To: Contact Web <contact@fairfieldcountyohio.gov>

Subject: [E] Oppostion to Carnation Solar Case #24-0881-EL-BGN

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

My name is Tyler Hill and I am asking you to oppose the proposed Carnation Solar Case # 24-0881-EL-BGN and ask the Ohio Power Siting Board to DENY the project. Please oppose the project before the OPSB releases their staff report.

My wife and I live within 3.2 miles of the project area within Amanda Township. Our families have had an Amanda address their entire lives. We have never left this rural agricultural area because of the community and it being a quiet and peaceful area.

One reason we chose to remain in the Amanda area when building our home was because Amanda Township is carefully zoned to prevent industrial projects from entering the agricultural area. The zoning is locally controlled and is written to prevent these types of industrial development from being permitted. We have invested our savings in buying land and building a new home that was intended to be our forever home. It took most of our twenties to save enough money to be able to afford the 4 acres we have and build our dream home.

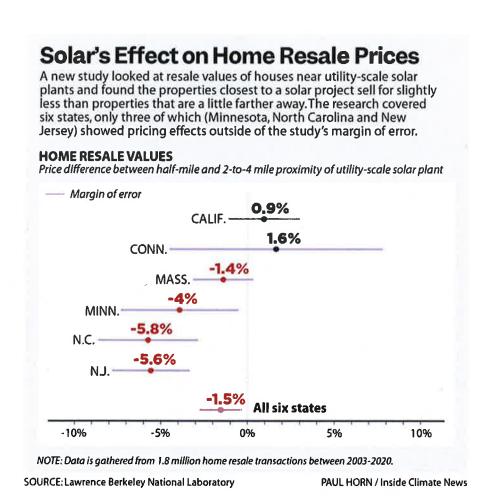
I am deeply concerned about the effects this industrial project will have on our property values. Just two years ago our newly built home was appraised at \$500,000. Even a 2% drop in value would then make our home worth \$10,000 less. Due to the size of the project (over 1,000 acres!), it could be much more. A 5% drop in value would make our home worth \$25,000 less.

Though I have seen some claims that industrial solar projects do not negatively impact real estate values, there is also proof that it *can* impact real estate values with the degree of impact dependent on the local

economy. Renewable energy is seemingly more accepted in liberal, progressive, democratic regions with less negative impact. Rural Ohio is not one of those areas and I believe the potential for negative impact to real estate values should not be overlooked. Even if the impact is a -1 to -2%, why is it up to an industrial renewable energy company to decide that residents should accept that impact willingly?

The renewable energy company is not the one being negatively impacted; it is the residents who live in the township with some having lived here for many years. In a plain sense, I can't fathom anyone would be accepting of living within sight of an industrial solar facility.

https://insideclimatenews.org/news/15032023/solar-property-values/



In conclusion, while the development of renewable energy sources is vital for our future, it is equally important to consider the environmental and community impacts of such projects. I urge you to reconsider the location of the proposed industrial solar facility and take a stance against the project.

Thank you for your attention to this matter.

Tyler Hill tyler h1@live.com (740) 215-3400 3-22-2025

Board of Commissioners for Fairfield County 210 East Main Street LANCASTER, Ohio 43130

Exclusionary zones for solar projects

Dear Commissioners Davis, Fix and Levacy:

I am a landowner and farmer in Fairfield County that adjoins the proposed solar projects. I am opposed to the industrial solar project due to the loss of prime farm land that will never be able to be productive farm land again. Today every American farmer feeds 166 people annually and with the projected population growth of the world by 2050 farmers will need to grow 70% more to meet demand. That's only 26 years away, well within the leases {25yr + 2 ten year renewal} contracts. People may have an abundance of power but little to eat. Think about that at your next meal. There are much better locations for solar projects; roof tops of homes, warehouses, and industrial locations to name a few. An issue I have yet heard addressed is the fact that this project will be split between two school districts. Amanda and Teays Valley will both be in this solar project, which may have complicated tax issues. I am asking you as responsible ELECTED Commissioners to create exclusionary zones in the unincorporated areas of Fairfield County before it's too late. The proposed site contains Native American ancient "C" shaped earth works as well as Sacred Native American burial grounds that are recorded in the Basemap 1914 Mills Archeological Atlas of Ohio. See attached map, triangles are burial sites, the "C" is the earth works, and the rectangles are villages. The historical value alone should move you to write a letter of opposition to the Carnation Solar project!

Thank you for your consideration,

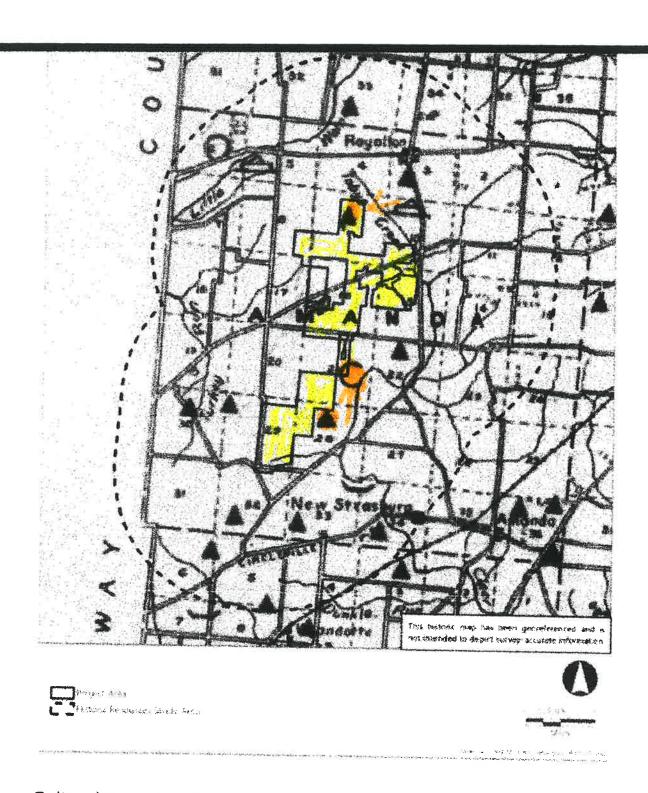
Ned I. Riegel D.D.S., MS.

7198 Warner Huffer Rd.

Circleville, Ohio 43113

740-601-3700

nedriegel@yahoo.com



Cultural Resources Research Design and Survey Methodology Carnation Solar Project

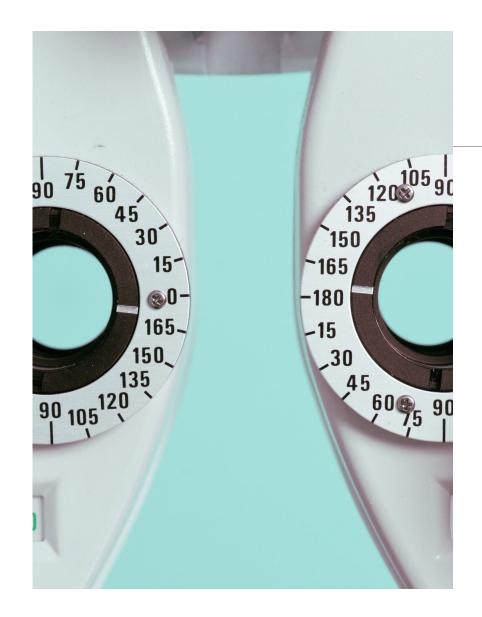
18



# Fairfield County Health Department Report and Update

JOE EBEL, REHS, MS, MBA HEALTH COMMISSIONER

4/1/2025



### **Our Vision**

A Fairfield County where residents live in healthy and safe communities, and where they are empowered to make informed decisions that allow them to achieve their optimal health potential.



WIC Caseload is 1,850 participants. The state assigned expected caseload is 1,285.



Well and Sewage permits were similar to 2023.



1,921 scrap tires collected at event in Thurston.



\$210,000 in grant funds awarded for sewage system repairs and replacements.

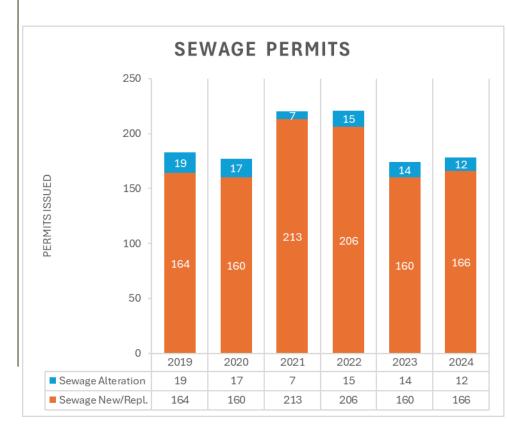


Increased community outreach through FCHD participation in community events, fairs, and parades.



Coordinated the installation of a community garden in Lancaster.

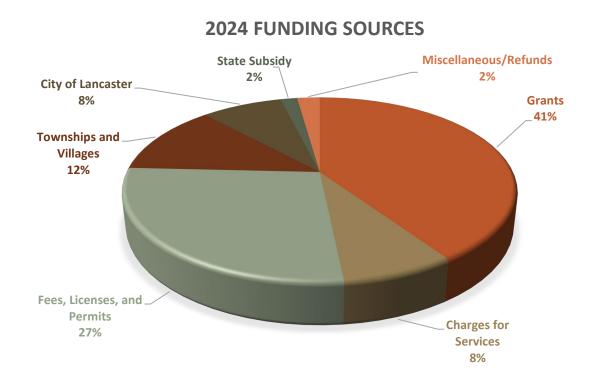
# 2024 Highlights



# FCHD Funding Diversification

The Fairfield County Health Department strives to leverage local tax dollars to acquire state, local, and federal grants to provide expanded public health services.

Total	\$4,672,560
Miscellaneous/Refunds	\$103,893
State Subsidy	\$78,112
Charges For Services	\$376,272
Lancaster Contract	\$372,000
Townships and Villages	\$587,550
Fees, Licenses, & Permits	\$1,279,963
Grants	\$1,892,770



# FCHD 2024 Grant Awards – Over \$1.8 Million

■WIC Program	\$ 4	487,478
☐ COVID-19 Enhanced Operations	\$ (	663,091
☐ Water Pollution Control Loan Fund	\$ :	150,000
☐ Public Health Emergency Preparedness	\$ :	137,544
☐ Public Health Workforce Development	\$	126,335
☐ Tobacco Use Prevention and Cessation	\$	71,150
☐ Drug Overdose Prevention (Project Dawn)	\$	57,500
☐ Cribs for Kids and Safe Sleep	\$	39,600
☐Get Vaccinated Ohio & COVID-19 Bridge	\$	42,800
Healthy Eating, Active Living	\$	25,100
☐ Mosquito Control (OEPA)	\$	24,997
☐ Medical Reserve Corps	\$	10,000
☐ Safe Communities	\$	3,612
☐ Miscellaneous Grants	\$	66,750

# Our Offices

### Sheridan Center 1550 Sheridan Dr., Lancaster

 County purchased the former Colonnade building. Paved the parking lot, renovations ongoing.



### Pickerington Government Services Center

11050 Tussing Rd. (Violet Twp)

- WIC Clinics Tuesday through Thursday
- Immunization Clinic 3<sup>rd</sup> Wednesday of the month.



# New in 2025

☐ Community Health Worker – Case management and referral ☐ Free swimming lessons for children in partnership with YMCA ☐ Integrated Harm Reduction (Overdose Prevention) — Replaces **Project Dawn** □ National Environmental Health Association and US FDA grant to enhance our retail food safety program ☐ New generator is being installed to provide back-up power for the office spaces we have added over the past few years.



# Thank You!



# Joe Ebel, REHS, MS, MBA Health Commissioner

WWW.FAIRFIELDHEALTH.ORG



# 2024 ANNUAL REPORT

Fairfield County Health Department





### From the Commissioner:

The mission of the Fairfield County Health
Department is to promote healthy lifestyles, prevent
disease, and protect the environment to ensure all
residents have access to the information,
opportunities, and resources, that enable them to
achieve their fullest health potential. Our Public
Health Nursing, Health Promotion and Planning,
Environmental Health, WIC, and Administrative staff
all strive to be Continuously Improving, Honest and
Ethical, Responsive, Collaborative, and Respectful, as
we work to improve the health of our community.

#### 2024 Highlights

- Launched a Newborn Home Visiting Nurse program to provide education, referrals, and health assessments for new moms and their babies.
- Helped seniors with the repair of replacement of failing sewage systems, thanks to a \$70,000 Ohio Healthy Aging grant awarded by the County Commissioners.
- Took over as the lead agency for the Fairfield County Safe Communities traffic safety program.
- Supported a scrap tire drop-off event in Thurston, where 1,921 tires were collected for disposal and recycling.
- Continued to increase our community outreach efforts, providing health education and information at public events, health fairs, and schools.
- We also received a grant this year to provide fall prevention equipment, like grab rails, in collaboration with Violet Township Fire Department to help prevent household injuries for vulnerable residents in their community.
- Our Healthy Eating and Active Living program facilitated the installation of a new community garden at the Lancaster Camp Ground.

#### In 2025 we look forward to:

- The addition of a Community Health Worker to our team to help residents find resources to improve their health and wellbeing, finding medical homes, accessing mental health services, getting pregnancy support, and making referrals to social service providers.
- Conducting the 2025 Community Health Assessment to identify the health status and needs of our residents.
- Launching new Environmental Health and Vital Statistics (Birth and Death) software platforms to improve customer service.

Yours in Health, Joe Ebel, Health Commissioner

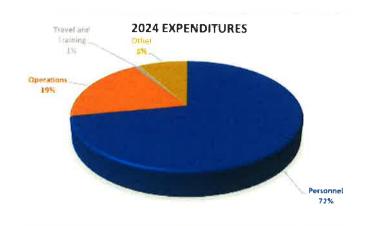
Joe Evel

### 2024 Financial Report

Jamie Ehorn, BBA | Director of Administrative Services

#### 2024 FUNDING SOURCES





Funding Sources	2024
Grants	\$1,892,770
Charges For Services	\$739,272
Fees, Licenses, and Permits	1,279,963
Townships and Villages	\$578,550
State Subsidy	\$78,112
Miscellaneous/Refunds	\$103,893
Total	\$4,672,560

#### **Administrative Services Team:**

Jamie Ehorn, BBA | Director Kelly Brown | Account Specialist Roxanne Harmon | Account Specialist Kelly Donley | Account Specialist Pauletta Krieger | Vital Statistics Registrar Teresa Goddard | Clerical Specialist

Expenditures	2024
Personnel	\$2,715,769
Operations	\$721,452
Travel and Training	\$39,612
Other	\$306,151
Total	\$3,782,984

### **Vital Statistics Report**

Pauletta Krieger | Vital Statistics Registrar

Births for Fairfield County Residents	2023	2024
Total Births	1718	1662
Mother's age under 18	12	12
Mother's age 18 to 19	52	39

Top Baby Names	2024
Boys	Oliver (15); Hudson (12); Owen (10); Henry (9); Theodore (8)
Girls	Amelia (14); Sophia (9); Harper and Charlotte (8); Ava, Hazel & Olivia (7)

Deaths of Fairfield County Residents	2023	2024
Total Deaths	1692	1554
Deaths by Accident	113	115
Deaths by Alzheimer's Disease	60	48
Deaths by Cancer	327	319
Deaths by Chronic Lower Respiratory Disease	104	72
Deaths by COVID-19	115	23
Deaths by Diabetes	51	51
Deaths by Heart Disease	297	304
Deaths by Homicide	5	2
Deaths by Stroke	75	83
Deaths by Suicide	22	27
All Other Causes	450	510

#### **Health Promotion & Planning**

Baylie Blevins, BS | Director of Health Promotion & Planning

Community Education and Outreach

To continue to promote health, wellness, and safety, FCHD collaborated with multiple county organizations including, but not limited, to Lancaster City Schools, Lancaster Campgrounds, Meals on Wheels, Destination Downtown Lancaster, ADAMH, Project F.O.R.T., Canal Winchester Chamber, and Pickerington Farmers Market. FCHD participated in 65 community-based health events in 2024.

Healthy Eating and Active Living

In 2024, FCHD established a new community garden! With the help of over **20 partners** around the county, we now have 7 garden beds, a compost bin, shed, and fence. 6 of the 7 beds are available for community members to rent for the season and grow their own produce. FCHD partnered with WIC to use the seventh bed for educational purposes.

**AARP Community Challenge** 

FCHD received the 2024 AARP Community Challenge microgrant to conduct a bike audit in Fairfield County. FCHD audited the portion of the Lancaster Bike Path around Forest Rose School, Lancaster High School, and Lanreco Park to assess its safety. The results were shared in a meeting with the City of Lancaster, where possible improvements were discussed.

CIAG Drowning Prevention

FCHD is excited to start a new drowning prevention program as a part of the Child Injury Action Group in partnership with the Fairfield County YMCA! More information to come.

Cribs for Kids

FCHD continued to promote safe sleep practices for infants and newborns in 2024. 157 "crib kits" containing a cribette, fitted sheet, and sleep sack were distributed to parents throughout the county.

#### Safe Communities Program

The Safe Communities program, in collaboration with the Ohio State Highway Patrol and the National Highway Safety Administration, participated in 13 traffic safety campaigns in 2024. FCHD also facilitated 4 Safe Communities Coalition meetings and 4 Fatal Crash Data Review meetings to promote safety in Fairfield County.

Safe Kids

In 2024, FCHD took over the Safe Kids of Fairfield County Coalition. This Coalition allows us to provide vital resources to promote safety and educational information to families in Fairfield County. Through this program we were able to distribute over 250 free bike helmets to youth in our communities, along with bike safety materials. We have also begun to distribute free smoke detectors to educate the community on fire safety.

Project DAWN

In 2024, FCHD provided 6 free trainings to schools, mental health and recovery centers, and private businesses. FCHD implemented a free mail order for Narcan. FCHD gave out a total of 2,347 Project DAWN Narcan kits and 159 of those kits were given to first responders. In partnership with the Fairfield County ADAMH Board and Project F.O.R.T., we have been able to place 80+ naloxboxes. To view a map of their locations and learn more about Project DAWN, please reference the Project DAWN tab on the FCHD website.

#### Tobacco Use Prevention and Cessation

During 2024, a media campaign that encouraged residents to call the Ohio Tobacco Quit Line reached over 37,000 people, and a youth prevention media campaign reached over 24,000 youth. FCHD recruited youth to conduct 54 tobacco retailer store audits to collect data on how tobacco products are marketed and promoted. 70 adults called the Ohio Tobacco Quit Line, and 2 youth called MyLifeMyQuit. FCHD reached approximately 800 youth and 300 adults in outreach efforts.

Ohio Buckles Buckeyes (OBB)

FCHD received this grant in the month of October of 2024. The purpose is to increase the availability of child safety seats for families who could not otherwise afford them and to increase correct installation and proper use of child safety seats. 30 convertible car seats, and 3 boosters were disseminated and installed properly for Fairfield County residents. 8 car seat checks were conducted, 3 out of 8 of them were installed correctly upon arrival.

**Division Highlights** 

- FCHD disseminated more than 3,000 free COVID-19 home test kits to Fairfield County schools, businesses, and residents in 2024.
- New to FCHD this year, CIAG Drowning Prevention, Ohio Buckles Buckeyes, AARP, and Put A Lid on It.
- FCHD hosted or co-hosted the following events: Fall Health Fest, Drive Thru Resource Fair, BBL's Kids' Bike Safety Rodeo, Mental Health Matters Event, and Overdose Awareness Day.

#### Health Promotion & Planning Team:

Baylie Blevins, BS | Director
Riley Ernst, MPH | Emergency Preparedness Coordinator
Megan Baker, BS, OCPSA | Health Educator
Bethany Carson, MS, CHES, OCPSA | Health Educator
Hannah Josefczyk, BS, CHES, OCPSA | Health Educator
Kipchoge VanHoose Jr., MPH | Health Educator
Mackenzie Kaminski, BS | Epidemiologist

#### **Health Promotion & Planning**

Baylie Blevins, BS | Director of Health Promotion & Planning

#### Medical Reserve Corps (MRC) Volunteers

The MRC is a group of non-medical and medical volunteers who assist is both emergency and regular activities. The Fairfield County MRC has 87 volunteers who spent 371 hours supporting public health efforts in 2024. Volunteers participated in emergency preparedness exercises, community events to distribute emergency resources, CPR certification classes, and supported the mobile CPR trailer to teach live saving skills to the community. The Fairfield County MRC sponsored 59 community member's CPR certifications in 2024.

## Quality Improvement and Public Health Accreditation

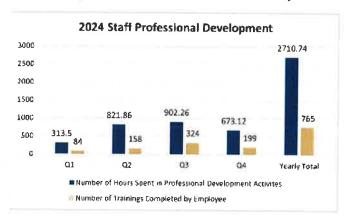
FCHD in consistently seeking both internal and external feedback on processes to ensure our functions are serving the public and our staff as best as possible. There are 20 staff members trained in the Lean Six Sigma Yellow Belt and 8 staff members trained in Lean Six Sigma Green Belt. FCHD staff participated in over 2,600 hours of professional development activities. FCHD will be conducting our Community Health Assessment and completing our Public Health Accreditation Board reaccreditation process in 2025. Being accredited under these standards helps us

#### Public Health Emergency Preparedness

FCHD is responsible for the Public Health Emergency Preparedness and Cities Readiness Initiative programs. This allows staff to engage community partners in response to public health emergencies in an effort to maintain business continuity, manage mass care events, and facilitate response to pandemics and other events that could impact the general public. There were 21 emergency preparedness activities conducted in 2024.

#### Put a Lid On It

FCHD received the Put a Lid On It Grant to provide 72 free bike helmets to youth and adults in Fairfield County to promote awareness of bike safety.



#### EH: Environmental Health

provide high quality care to our community.

Rachel Moresea, REHS Director of Environmental Health

#### Gold Medal Food Program

FCHD's Gold Medal Food Program recognizes outstanding food facility operators in Fairfield County for creating and maintaining safe environments for people to eat with their friends & families. In 2024, 139 gold medals were given out.

#### MS4 Program

As part of the U.S. EPA's effort to preserve, protect, and improve the nation's water resources from polluted storm water runoff, FCHD conducts Municipal Separate Storm Sewer System (MS4) inspections on discharging aeration systems in Violet Township, Liberty Township (sections 6 and 30R), and the Village of Lithopolis. 142 MS4 Inspections were completed in 2024

Plumbing Permits Approved	332
Lot Splits/Inspections	52
New Body Art Facilities Licensed	5
School Inspections Completed:	93
Miles sprayed for mosquitos	312

#### **Solid Waste**

FCHD is charged with regulating and facilitating the collection, storage, and final disposal of all solid waste in Fairfield County through the Ohio EPA Solid Waste Program.

#### Water Pollution Control Loan Fund

FCHD receives funds from the Ohio EPA through the Water Pollution Control Loan Fund (WPCLF) to help low to moderate-income families repair or replace failing septic systems. in 2024, FCHD helped 12 families with complete system replacements—that's twice as many as last year.

#### **Environmental Health Team:**

Rachel Moresea, REHS | Director
Jennifer Valentine, REHS | EHS Supervisor
Shelia Wolfe, REHS | EHS Supervisor
Shelia Wolfe, REHS | EHS Supervisor
Breanna Boudinot | Environmental Health Specialist in Training
Claire Donley | Environmental Health Specialist in Training
Nick McConnaughey | Environmental Health Specialist in Training
Kelsey Neth | Environmental Health Specialist in Training
Dennis Oliver | Plumbing Inspector
McCray Wooten | Environmental Health Specialist in Training
Cindy Sharpe | Clerical Specialist
Marissa Daugherty | Clerical Specialist

### EH: Environmental Health

Jennifer Valentine, REHS | Sheila Wolfe, REHS

#### Environmental Health Inspections for 2024

	Political Subdivision		Public Pools	Mobile Home Parks	Animal Bites	Food Inspections	Sewage Permits	Well Permits	Lot Splits/Lot Inspections	Nuisance Complaints	Complaints Abated	Total
ı	Amanda	0	0	0	10	6	18	18	4	0	0	52
1	Berne	3	5	5	5	26	6	5	5	10	4	72
ı	Bloom	1	4	0	19	6	34	35	2	2	2	98
	Clearcreek	0	0	2	7	6	19	13	7			54
	Greenfield	0	3	1	9	38	18	21	2	1	1	88
	Hocking	0	7 10	0	5	13	7	6	And and		0	31
S. C.	Liberty	2	1	0	9	11	16	20	6	1	1	61
sdiusumoi	Madison	0	0	0	4	2	8	8	3	0	0	23
ŝ	Pleasant	0	2	0	8	17	21	23	6	1	1	78
	Richland	0	0	0	4	4	5	6	2	2		23
	Rushcreek	0	0	0	4	7	16	14	4	0	0	44
	Violet	0	3	0	29	69	7	10	5	3	3	120
	Walnut	1	0	2	9	4	7	44	5	3	2	77
	Lancaster	6/1-2	18	2	73	697	1	1	0	1	hurt Conv	783
	Pickerington	0	0	0	0	27	0	0	0	0	0	27
	Amanda	0	0	0	0	31	0	0	0	0	0	31
	Baltimore	0	1	0	3	69	0	0	0	1	1	72
	Bremen	0	2	0	1	20	0	0	0	0	0	22
	Carroll	0	0	0	2	31	0	0	0	1	1	33
	Lithopolis	0	0	0	0	18	0	0	0	0	0	19
	Millersport	0	0	0	2	58	0	0	0	0	0	58
	Pleasantville	0	2	0	0	8	0	0	0	1,1	1	12
	Rushville	0	0	1	0	5	0	0	0	2	2	10
Ś	Stoutsville	0	0	0	5	8	0	0	0	Pagalline.		10
Villages	Sugar Grove	0	0	0	0	0	0	0	0	1	1	2
	Thornville	0	0	0	0	16	0	0	0	0	0	16
	West Rushville	0	0	0	0	6	0	0	Ő	0	0	6
	Buckeye Lake	0	0	0	0	0	0	0	0	0	0	0
	Did not Report	ř	*	-	29	-	-	-	-	•	-	29
	Totals	8	42	13	237	1,203	183	224	52	33	24	1,922

**Environmental Health Programs** 

FCHD operates 13 environmental health programs, In addition to the reports above, FCHD operates the rabies control program, recreational safety, household and small flow sewage treatment systems and private water systems. To learn more about FCHD Environmental programs, visit: fairfieldhealth.org

#### WIC: Women, Infants, and Children

Mary Smith, LSW, DTR, CLC | Director of WIC

#### WIC Overview

WIC is a nutrition education program. WIC provides nutritious foods which promote good health for pregnant women, women who just had a baby, breastfeeding moms, infants, and children up to age five.

#### **Nutrition Program**

FCHD's WIC Program provides nutrition education and healthy foods which promote overall wellness. After enrollment, WIC clients can receive information on healthy eating, referrals to specialty health care professionals, and general parenting education at the two countywide locations in Lancaster and Pickerington.

#### Mental Health Services

In 2024, Cassidy Zaker from Mental Health America of Ohio visited every 3rd Monday of the month. She provided services to those who need assistance in navigating mental health services or substance abuse/addiction services.

#### **Celebrating 50 Years**

On March 21, 2024, we celebrated WIC's 50th anniversary, along with National Nutrition month. We had several fun activities, including a food demonstration and a visit from the Easter Bunny. We showed participants how to use a star cookie cutter to make a star cheese sandwich. Every child who participated could sample the cheese sandwich cut out. In addition, the Easter Bunny visited the WIC waiting room area where parents could take a picture of their child with the Easter Bunny.



#### Hands-On Education

In the summer, WIC partnered with AHA to provide nutrition education on growing vegetables and WIC food issuance. A WIC dietitian taught children how to grow and harvest their own vegetables. Afterwards, each child got to take home their own vegetables!

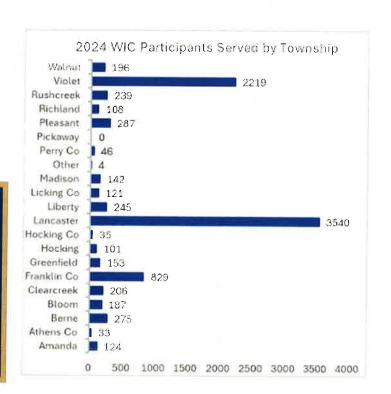


#### WIC Team:

Mary Smith, LSW, DTR, CLC | Director Cheryl Hopkins, RD, LD, CLS | WIC Dietitian Jordan Miller, MS, RDN, LD, CLS | Breastfeeding Coordinator and Dietitian Kaleigh Pulsinelli, BFA | Breastfeeding Peer Helper Lucinda Robinson, CLC | WIC Nutrition Assistant Denise Roudabush | WIC Nutrition Assistant Kari Saunders, MS, RD, LD | WIC Dietitian Paula Grunkemeyer | WIC Dietetic Technician Paige Betsill | WIC Dietetic Technician

#### Farmer's Market Coupons

The WIC staff distributed 450 WIC Farmers' Market coupons this summer at the Lancaster Farmers' Market. 328 coupons (72.89%) were redeemed, totaling \$1,640.00.



#### PHN: Public Health Nursing

Gale Neville | Director of Nursing

CMH: Complex Medical Help

Previously known as Children with Medical Handicaps, this program links families of children with special health care needs to a network of quality providers, assists with costs associated with the medical condition identified, and has access to a Public Health Nurse to assist them through the process. FCHD assisted 275 families throughout Fairfield County with CMH services in 2024.

#### Help Me Grow (HMG) Early Intervention

In partnership with the Lancaster-Fairfield Community Action, FCHD conducts regular home visits to families with children birth to three-years- old who may be experiencing special health care needs. Speech, occupational, and physical therapy evaluations are conducted. Early intervention processes are used to support entry into pre-school.

#### Get Vaccinated Ohio Grant

FCHD has been part of the "Get Vaccinated Ohio" grant from the Ohio Department of Health (ODH) for many years. This grant focuses on improving immunization rates in Fairfield County while removing barriers that could prevent children from getting vaccinated. FCHD administered 1,910 vaccines in 2024.

#### STI (Formerly STD) Clinics

FCHD has partnered with Family Health Services of East Central Ohio to provide a free, walk-in STI clinic. The clinic takes place every Second and Fourth Mondays of each month at our office located at 1550 Sheridan Dr. Suite 100 Lancaster, Ohio 43130. This clinic is open to anyone in need of or wanting testing.

Child Fatality Review Board

The mission of the board is to reduce the incidence rate of preventable childhood deaths. The CFR Board meets to review and assess all county-wide childhood (birth - 17) deaths and create a report annually for the National Childhood Death Registry and the Ohio Department of Health.

#### **Newborn Home Visiting Program**

FCHD has a Newborn Home Visiting program to provide new parents with extra support after a baby is born. This program allows a public health nurse to provide education to the caregiver on how to take care of themselves and the baby. FCHD has received 49 referrals and completed 38 visits for new moms in Fairfield County. The program was done in partnership with the Fairfield County Foundation, the United Way of Fairfield County, and the ADAMH Board.

#### Public Health Nursing Team:

Gale Neville, RN, MSN | Director Shannon Mentzer, RN | NBHV Nurse Crystal Warner, LPN | Immunization Coordinator Judy Tata-Scali, RN, BSN | Maternal-Child Health Coordinator

### **Epidemiology and Communicable Disease Control**

Mackenzie Kaminski, BS | Epidemiologist Madeline Cook, BS | Communicable Disease Specialist

In 2024, the Fairfield County Health Department conducted 3,493 communicable disease investigations, marking a decrease from 4,798 total disease cases in 2023. This year's most reported diseases were COVID-19, Chlamydia, Influenza-associated hospitalizations, Gonorrhea, and Lyme Disease, with COVID-19 alone accounting for a significant portion of cases (69%). Influenza-associated hospitalizations saw a sharp increase from 19 cases in 2023 to 103 cases in 2024, highlighting a more severe flu season. Meanwhile, Chlamydia, Gonorrhea, and Lyme Disease experienced slight declines compared to the previous year.



2024 Communicable Disease Report					
2024 Top 5 Diseases	2023 Case Count	2024 Case Count			
COVID-19	3,704	2,429			
Chlamydia	460	414			
Influenza-associated hospitalizations	19	103			
Gonorrhea	117	102			
Lyme Disease	87	79			

The data presented in this report was pulled from the Ohio Disease Reporting System on 02/21/2025 and reflects all reported confirmed, probable, and suspected cases for 2024. Data is subject to change as new and/or updated information is received.

#### REGULAR AGENDA #14 - 2025 FAIRFIELD COUNTY COMMISSIONERS' OFFICE APRIL 01, 2025

#### AGENDA FOR TUESDAY, APRIL 01, 2025

9:00 AM	Review
	Regular Meeting
	Pledge of Allegiance
	Announcements
	Approval of Minutes for March 25, 2025
	Commissioners
2025-04.01.a	A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 2nd Quarter 2025 Allocation. [Commissioners]
2025-04.01.b	A resolution approving an account to account transfer in a major object expense category for the FY2022 CDBG Grant. [Commissioners]
2025-04.01.c	A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family and Children First Council for the Multi-Youth Committee Second Payment for the 2025 Allocation [Commissioners]
2025-04.01.d	A Resolution Authorizing a Fund-to-Fund Transfer for the Second Quarter 2025 Allocation for the Multi County Juvenile Detention Center [Commissioners]
	Fairfield County Clerk of Courts- Legal Division
2025-04.01.e	A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1110, Clerk of Courts Legal [Clerk of Courts- Legal]
2025-04.01.f	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund # 2318, Computer Fund [Clerk of Courts- Legal]
	Fairfield County Court of Common Pleas
2025-04.01.g	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation. [Common Pleas Court]

Fairfield	County	Engineer
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2025-04.01.h	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for other services [Engineer]	
2025-04.01.i	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services [Engineer]	
2025-04.01.j	A resolution to approve a memo expense for W. Buckeye Lake/Ballard Lane expenses - Fairfield County Commissioners [Engineer]	
2025-04.01.k	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for software [Engineer]	
2025-04.01.I	A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project [Engineer]	
2025-04.01.m	A Resolution to Approve the Notice to Commence for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project [Engineer]	
2025-04.01.n	A Resolution to Change Bridge Load Ratings [Engineer]	
	Fairfield County Facilities	
2025-04.01.0	A Resolution Accepting the Bids and Authorizing the Approval Bid Award for the Workforce Center, Economic Development and Medical Lab Spaces [Facilities]	
	Fairfield County Job and Family Services	
2025-04.01.p	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]	
2025-04.01.q	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Healing Pathways Transitional Homes, Inc. [JFS]	
2025-04.01.r	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Just Like Us Enrichment Agency Inc. [JFS]	
2025-04.01.s	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and NECCO Inc. [JFS]	
2025-04.01.t	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and ENA Inc. [JFS]	
2025-04.01.u	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and The Village Network [JFS]	

2025-04.01.v	A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and OhioGuidestone [JFS]
	Fairfield County Juvenile/Probate Court
2025-04.01.w	A Resolution Authorizing the Second Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services [Juvenile/Probate Court]
	Fairfield County Sheriff
2025-04.01.x	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training [Sheriff]
2025-04.01.y	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2503, Police Revolving [Sheriff]
	Fairfield County Utilities Department
2025-04.01.z	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water [Utilities]
	Payment of Bills
2025-04.01.aa	A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]
	The next Regular Meeting is scheduled for April 8, 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; 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.

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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.

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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.

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#### **Highlights of Resolutions**

Administrative Approvals

The review packet contains a list of administrative approvals.

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#### 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

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#### **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 4<sup>th</sup> 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.

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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.

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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

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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

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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	

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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

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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.

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Motion by: David Levacy		Seconded by: Steve Davis	
that the March 25, 2025, mi	nutes were approved by the follo	wing vote:	
YEAS: David Levacy, Steve ABSTENTIONS:	e Davis, and Jeff Fix	NAYS: None	
*Approved on April 1, 2025	5		
Jeff Fix	Steve Davis	David Levacy	
Commissioner	Commissioner	Commissioner	
Rochelle Menningen, Clerk			

# A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 2<sup>nd</sup> Quarter 2025 Allocation.

**WHEREAS,** the Board of Commissioners approved the 2025 Allocations for JFS to be disbursed in quarterly payments,

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 \$75,188.56 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out

To: 12201807 439100 Public Assistance Fund transfers in

**Section 2.** That the transfer of funds in the amount of \$428,783.36 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS

To: 12207207 439100 Children Services Transfers in

**Section 3.** That the transfer of funds in the amount of \$51,396.43 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out To: 12201507 439100 CSEA transfers in

Prepared by: Staci Knisley cc: Job & Family Services

#### Signature Page

Resolution No. 2025-04.01.a

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) for the 2nd Quarter 2025 Allocation.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

# A resolution approving an account to account transfer in a major object expense category for the FY2022 CDBG Grant.

**WHEREAS,** additional administrative costs will require appropriations in contractual services for the FY2022 CDBG grant; and

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

# 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 \$6,956.31 is hereby authorized as follows:

From: 12278812 capital outlay

To: 12278812 contractual services

A resolution approving an account to account transfer in a major object expense category for the FY2022 CDBG Grant.

## For Auditor's Office Use Only:

### Section 1.

6,956.31

FROM: 12278812 570000 capital outlay

TO: 12278812 531000 administrative services

Resolution No. 2025-04.01.b

A resolution approving an account to account transfer in a major object expense category for the FY2022 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.

2025-04.01.c

A resolution authorizing a fund to fund transfer to the Fairfield County Family Children First Council for Multi-Youth Committee, 2<sup>nd</sup> payment for the 2025 Allocation

**WHEREAS,** the Board of Commissioners approved the 2025 Allocation of \$125,000 to be transferred quarterly; and

**WHEREAS,** it is necessary to transfer the 2<sup>nd</sup> payment of 2025 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 \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Resolution No. 2025-04.01.c

A Resolution Authorizing a Fund-to-Fund Transfer to the Fairfield County Family and Children First Council for the Multi-Youth Committee Second Payment for the 2025 Allocation

(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.

2025-04.01.d

A resolution authorizing a fund to fund transfer for the 2<sup>nd</sup> Quarter 2025 Allocation for the Multi County Juvenile Detention Center (MCJDC).

**WHEREAS,** the Board of Commissioners approved the 2025 Allocation of \$396,770 for MCJDC to be disbursed in quarterly payments, 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 \$98,923 hereby authorized as follows:

From: 12100149 700008 GRF transfers out To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley

cc: Commissioners' Office, MCJDC



Dana Moore, Superintendent

## **INVOICE**

TO: Fairfield County Board of Commissioners

ATTN: Stacy Knisley staci.knisley@fairfieldcountyohio.gov

FROM: Multi-County Juvenile Detention Center

Lancaster, Ohio 43130

DATE: January 23, 2025

Fairfield County share of costs, contributions to the District for operations for 2025:

1<sup>ST</sup> QUARTER: \$99,192.50 2025-01.14.j \$100,000 2<sup>ND</sup> QUARTER: \$99,192.50 2nd quarter = \$98,923 3<sup>RD</sup> QUARTER: \$99,192.50 3rd quarter = \$98,923 4<sup>TH</sup> QUARTER: \$99,192.50 4th quarter = \$98,924

Total 2025 Contributions: \$396,770.00 made adjustments based on new information

1.23.2025 - SAK

Please remit payment to: Multi-County Juvenile Detention Center FUND TO FUND TRANSFER

Thank you!

#### Resolution 2025.01

IN THE MATTER OF The approval of general revenue fund budget on the books of the Fairfield County Auditor for the joint venture of the Juvenile Detention District, 2025 budget period

Whereas, the Fairfield County Auditor is the Fiscal Officer for the District, and

Whereas, the district has approved a 2025 budget for the joint venture's Center operation, and

Whereas, the Joint Board of Commissioners has authority to alter and set the legal level of control; and

Whereas, the Joint Board of Commissioners desires MCJDC appointing authority flexibility in determining the

best use of appropriating funds;

#### NOW, THEREFORE

BE IT RESOLVED by the joint Board of county Commissioners of the Fairfield, Hocking, Licking and Perry Multi-County Juvenile Detention District, of the State of Ohio, that:

Section 1. The Joint Board of County Commissioners approves the following revenue budget for the Juvenile

Detention	Center's gener	al revenue	budget fo	or 2025:
-----------	----------------	------------	-----------	----------

73756401.433030	School Lunch Reimbursements	90,000
73756402.434020	School Tuition Reimbursements	686,245
73756403.433000	Grants, Intergovernmental Revenue	164,211
73756405.436200	Rental Income	602,250
73756406.438000	Other Refunds and Reimbursements	7,000
73756407.433015	Deposits from Licking County	1,472,689
73756408.433010	Deposits from Perry County	197,484
73756409.433020	Deposits from Hocking County	184,874
73756410.439100	Transfers from Fairfield County	396,770

 Total revenue for 2025 is estimated at
 3,801,523

 Total Amount From Pooled Cash
 826,650

 Total
 4,628,174

Section 2. The Joint Board of County Commissioners approves the following expenditure budget for the Juvenile Detention Center's general revenue budget for 2025;

and approves the following legal level of control for the 2025 appropriation measure, for all funds for which the Joint Board serves as the budget authority. For the General Revenue Fund, the appropriation measure will be approved at the object level for the following line items.

73756401.511010	Salaries	2,538,585
73756401.521000	Health Insurance	663,230
73756401.521100	Life Insurance	5,000
73756401.522000	Medicare	36,809
73756401.523000	PERS	355,402
73756401.525000	Unemployment	20,000
73756401.526000	Workers Comp	50,772

and, for the General Revenue Fund, the appropriation measure will be approved at the category level for:

and, for the Genera	Revenue Fund, the appropriation mea	asure will be approved
73756401.530000	Contractual Services	474,664
73756401.541000	Utilities	130,457
73756401.542000	Grounds and Maintenance	89,800
73756401.558000	Training/Travel	3,050
73756401.561000	General Office Supplies	4,000
73756401.563000	Food	132,355
73756401.574000	<b>Equipment, Software &amp; Fixtrues</b>	57,150
73756401.560000	Facility Materials & Supplies	21,550
73756401.561070	Resident Supplies	21,900
73756401.561030	<b>Educational Supplies</b>	3,750
73756401.561060	Uniforms	10,500
73756401.562000	Fuel	1,500
73756401.560570	Medical Supplies	7,400
73756401.561010	Postage	300

Total expenditures for 2025 is estimated at

4,628,174

Motion by Steve Dans Seconded by that the resolution be adopted was carried by the following vote:

Ben Carpenter

that the resolution be adopted was carried by the following vote.

YEAS:

NAYS

O abstentions:

0

×

X 4/1/20250

116

Resolution No. 2025-04.01.d

A Resolution Authorizing a Fund-to-Fund Transfer for the Second Quarter 2025 Allocation for the Multi County Juvenile Detention Center

(Fairfield County Commissioners)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-04.01.e

# 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 \$1,686.77 is hereby authorized as follows:

From: 11100100 Contractual Services

To: 11100100 Capital Outlay

Prepared by: Britney Lee

## **Account-to-Account Transfer** For Auditor's Office Use Only:

Total Transfer of Appropriations \$1,686.77

From:

11100100, 530000, Contractual Services; \$1,686.77 11100100, 574000, Equipment, Software & Fixtures; \$1,686.77 To:



MNJ Technologies Direct, Inc. 1025 Busch Parkway Buffalo Grove, IL 60089 (800) 870-4340 www.mnjtech.com

QUOTE

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
03/21/2025	S001686919		Jimmie Gordon site)	3/21/25 6:28 AM	608.00

BILL TO (6029474): SHIP TO (000294162): ATTN TO: FAIRFIELD COUNTY Fairfield County IT NAME: Jimmie Gordon site) 210 E MAIN ST 210 E MAIN ST Room 101 PHONE: 7406527078 Lancaster, OH 43130,USA Lancaster, OH 43130,USA EMAIL: it\_procurement@fairfieldco untyohio.gov CONFIRM TO: Jimmy Lochner ACCOUNT MANAGER: Jimmy Lochner Comment: 1993804 - Dell Micros and TVs EMAIL: jlochner@mnjtech.com - Courts PHONE: (847) 876-8841

LINE	PRODUCT	DESCRIPTION	QUANTITY	PRICE(\$)	AMOUNT(\$)
1	MNJ11272406	Eaton Tripp Lite Series Swivel/Tilt Wall Mount for 37" to 70" TVs and Monitors MFG PART NO: DWM3770X	4	152.00	608.00

AMOUNT:	PLEASE REMIT TO:	FedEx-Ground	SHIP VIA:
SALES TAX:	MNJ Technologies Direct, Inc.	Net 30	TERMS:
SHIPPING CHARGES:	PO Box: 771861		
TOTAL:	Chicago, IL 60637-1861		
ORDER TOTAL:			
	SALES TAX: SHIPPING CHARGES: TOTAL:	MNJ Technologies Direct, Inc.  PO Box: 771861  Chicago, IL 60637-1861  SALES TAX: SHIPPING CHARGES: TOTAL:	Net 30 MNJ Technologies Direct, Inc. SALES TAX: PO Box: 771861 SHIPPING CHARGES: Chicago, IL 60637-1861 TOTAL:

Thank you for the opportunity. We appreciate your business.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

## **Review and Complete Purchase**

#### FAIRFIELD COUNTY,

Thank you for considering CDW•G for your technology needs. <u>If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.</u> You can search for your quote to retrieve and transfer back into your system for processing.

### **Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGTNW0	3/18/2025	1993804 - DELL MICROS AND TVS	10610008	\$1,078.77

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VIZIO V-Series 55" 4K HDR Smart TV	3	7914558	\$305.19	\$915.57
Mfg. Part#: V4K55M-0801				
Contract: Ohio STS RSC024735 Contract (RSC024735)				
StarTech.com CPU Mount - Adjustable Computer Wall Mount - PC Wall Mount - C	4	4810203	\$40.80	\$163.20
Mfg. Part#: CPUWALLMNT				
UNSPSC: 31162313				
Contract: Ohio STS RSC024735 Contract (RSC024735)				

\$1,078.77	SUBTOTAL	
\$0.00	SHIPPING	
\$0.00	SALES TAX	
\$1.078.77	GRAND TOTAL	

PURCHASER BILLING INFO	DELIVER TO		
Billing Address: FAIRFIELD COUNTY INFORMATION TEC 210 E MAIN ST RM 101 LANCASTER, OH 43130-3854 Phone: (740) 654-4357 Payment Terms:	Shipping Address: FAIRFIELD COUNTY I.T. ATTN:FAIRFIELD COUNTY 210 E MAIN STREET RM 101 LANCASTER, OH 43130-3739 Phone: (740) 654-4357 Shipping Method: FEDEX Ground		
	Please remit payments to:		
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Sales Contact Info

Ryan Marron | (877) 219-8208 | ryamarr@cdwg.com

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Support

Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx

For more information, contact a CDW account manager

© 2025 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Resolution No. 2025-04.01.e

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1110, Clerk of Courts Legal

(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.

2025-04.01.f

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund # 2318, Computer Fund

**WHEREAS,** additional appropriations are needed in the major expenditure object category for 11231800, Clerk of Courts Computer 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:

\$17,911.00; 11231800, Capital Outlay

Prepared by: Britney Lee

4/1/2025 124

# Appropriate from Unappropriated For Auditor's Office Use Only:

\$17,911.00

11231800#; 574000#; Equipment, Software & Fixtures

## CUSTOMER INVOICE

# **e**quivant

CourtView Justice Solutions Inc. d/b/a equivant

Invoice No #MAFAIRFIOH52 Invoice Date: 11/27/2024

Terms: Net 30

Project: FAIRFIOHMA2025B Customer Number: FAIRFIOH

BIII To BRANDEN MEYER FAIRFIELD COUNTY CLERK OF COURTS 224 EAST MAIN STREET LANCASTER, OH 43130 USA

From COURTVIEW JUSTICE SOLUTIONS INC d/b/a equivant 2014 CHAMPIONS GATEWAY, 3RD FLOOR SUITE 301 CANTON, OH 44708

FAIRFIOHMA2025B: Support Services Billing from January 1, 2025 through December 31, 2025 \*\*Sending Proforma invoice to customer to reflect \$2,778.58 already billed and paid Common Pleas Court and Clerk of Courts

All software updates and upgrades are delivered electronically.

Description/Notes Total
Hosting Services US\$14,911.00

Total US\$14,911.00

By Check:

CourtView Justice Solutions Inc. P.O. Box 202522 Dallas, TX 75320-2522 Tax ↓□ #646-05221050 By Wire:

Wells Fargo ABA/Routing # 122105278 Swift Address: WFBIUS6S Account # 5076434330 If you have any questions regarding this invoice, please contact Susan Angelo @ 330.470.4249 or susan.angelo@equivant.com

Page 1 of 1



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on Apr. 19, 2025.

You can download a copy of this quote during checkout.

#### Place your order

 Quote No.
 3000187491910.1

 Total
 \$3,000.00

 Customer #
 28499288

 PO Number
 25003510

 Quoted On
 Mar. 20, 2025

 Expires by
 Apr. 19, 2025

State of Ohio Computer Hardware, Software, and IT

Services

Sales Rep Phone Email Billing To

WESLEY FETTER
1(800) 4563355, 18009993355
Wesley\_Fetter@Dell.com
ACCOUNTS PAYABLE
FAIRFIELD COUNTY
210 E MAIN ST RM 105
LANCASTER, OH 43130-3854

#### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards, WESLEY FETTER

Contract Name

#### Shipping Group

Shipping To RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (740) 652-7072 Shipping Method Standard Delivery

Product Unit Price Quantity Subtotal OptiPlex Micro Form Factor Plus 7020 BTX \$750.00 4 \$3,000.00

| Subtotal: \$3,000.00 | Shipping: \$0.00 | Non-Taxable Amount: \$3,000.00 | Taxable Amount: \$0.00 | Estimated Tax: \$0.00

Total: \$3,000.00

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## **Shipping Group Details**

**Shipping To** 

RECV DEPT FAIRFIELD COUNTY FAIRFIELD COUNTY 210 E MAIN ST LANCASTER, OH 43130-3854 (740) 652-7072 **Shipping Method** 

Standard Delivery

		Unit Price	Quantity	Subtota
OptiPlex Micro Form Factor Plus 7020 BTX Estimated delivery if purchased today: Mar. 25, 2025 Contract # C000000181015 Customer Agreement # STS033-534109		\$750.00	4	\$3,000.00
Description	sku	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor Plus 7020 BTX	210-BKXB	740	4	3
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	4	
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB		4	
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	(2)	4	
16GB DDR5 Memory, 1X16GB, Non-ECC, SoDIMM	370-BBPX	9 (4)	4	
M.2 2230 256GB PCIe NVMe SSD Class 35	400-BQSD		4	
1st M.2 2280 SSD Screw	773-BBBC	1.5	4	
NO RAID	817-BBBN	\$ <del>7</del> .9	4	
OptiPlex Micro Plus with 65W CPU	329-BJWV	-	4	
US Power Cord	450-AAZN	325	4	
ntel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BHDU	2	4	
nternal Antenna	555-BHDV	(4)	4	
Wireless Driver Intel AX211	555-BKJP	940	4	
No Additional Video Ports	492-BCKH	(+)	4	
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG		4	5
Mouse included with Keyboard	570-AADI	120	4	
No Cover Selected	325-BCZQ	190	4	
Dell Additional Software	634-CHFP		4	
ENERGY STAR Qualified	387-BBLW	-	4	
SERI Guide (ENG/FR/Multi)	340-AGIK		4	
Watch Dog SRV	379-BFMR	120	4	
Quick Start Guide, OptiPlex Micro Plus	340-DMHF	-	4	
Print on Demand Label	389-BDQH	(*)	4	
rusted Platform Module (Discrete TPM Enabled)	329-BBJL		4	
Shipping Material	340-CQYN	-	4	
Shipping Label	389-BBUU	(40)	4	
High:FSJ Reg label for 180W adaptor	389-FGDW	450	4	

IRST Driver, MFF 7020	658-BFSV	-	4	- 83
Intel Core i5 Processor Label	340-CUEW		4	-
Desktop BTS/BTP Shipment	800-BBIP	1.5	4	
No Option Included	340-ACQQ	22	4	
180 Watt A/C Adapter, TCO Compliant	450-BBBM		4	-
Configuration Matérielle Fixe	998-GRXW	12	4	23
EPEAT 2018 Registered (Gold)	379-BDZB	12	4	- 2
Internal Speaker, MFF 7020	520-BBFQ	34	4	21
No Out-of-Band Systems Management	631-BBQD	-	4	-
Dell Limited Hardware Warranty Plus Service	812-3886		4	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887		4	
Keep Your Hard Drive, 3 Year	984-0092		4	-

Subtotal: \$3,000.00
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$3,000.00

#### **Important Notes**

#### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Resolution No. 2025-04.01.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Clerk of Courts Legal; Fund # 2318, Computer Fund

(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.

2025-04.01.g

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation.

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

\$5,000; 13236500, Capital Outlay

Prepared by: Brian Wolfe

# Appropriate from Unappropriated For Auditor's Office Use Only:

\$5,000

13236500; 574000; Equipment, Software and Fixtures

Resolution No. 2025-04.01.g

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Adult Probation; Fund # 2365, County Probation.

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-04.01.h

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

\$5,272.61 16202401-Other

Prepared by: Julie Huggins

cc: Engineer

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

## For Auditor's Office Use Only:

16202401-590007 \$5,272.61

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-04.01.h

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

2025-04.01.i

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:

\$75,000.00

16202403-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:

16202403-530000 \$75,000.00

Prepared by: Julie Huggins

cc: Engineer

Resolution No. 2025-04.01.i

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.

2025-04.01.j

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

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

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

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

**WHEREAS**, a memo expenditure will reimburse the Motor Vehicle Fund for the expenses; and

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

\_\_\_\_\_\_

Section 1: That the Fairfield County Auditor reflect the following memo receipts:

\$4,708.77 16202401 434000 Motor Vehicle charges for services

This amount represents American Electric Power (AEP) expenses and other expenses related to the Ballard Lane ditch for dates of 12/20/23-12/18/24.

(See attached for detail)

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

Memo expenditure as referenced in attached supporting documentation:

Account: 30205700 530000

Amount: \$4,708.77

Prepared by: Julie Huggins

cc: Engineer

4/1/2025 142

Date: 12/20/2023-12/18/2024	INSUNCTION OF THE PARTY OF THE	Marie Carlo	Data S	West Bank/Balla	rd Lane		
ownship: WAL			Section Phase				
Committee of the Assessment	A STATE OF THE STATE OF	The State of the S	Code	2057		Name (all)	White and the second to a
Description of Work	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		F 4 4	N THE YEAR OF			WALL STATE OF THE PARTY OF
AEP - ELECTRIC AEP - ELECTRIC	12/20/2023 1/23/2024	1/22/2024		2376 kWh			\$ 592.
AEP - ELECTRIC	2/21/2024	2/20/2024 3/20/2024		3425 kWh 3840 kWh			\$ 664.
AEP - ELECTRIC	3/21/2024	4/19/2024		5262 kWh			\$ 690.4 \$ 725.4
AEP - ELECTRIC	4/20/2024	5/20/2024		2836 kWh			\$ 571.5
AÉP - ELECTRIC	5/21/2024	6/19/2024		1184 kWh			\$ 445.
AEP - ELECTRIC	7/20/2024	8/19/2024		159 kWh			\$ 347.6
AEP - ELECTRIC	10/18/2024	11/15/2024		138 kWh			\$ 266.8
AEP - ELECTRIC	11/16/2024	12/18/2024		346 kWh			\$ 403,9
OTAL							\$ 4,708.
MISSING SANSINGS BALL BY	Mer distribution	Mary Mary San				ALL STREET	
<u>laterials</u>	THE RESERVE OF THE PARTY OF THE	Marie Walleton	10000	- Constant		THE WAY	THE RESERVE TO SERVE THE PARTY OF THE PARTY
DESCRIPTION	Supplier			Units	Price Ea,	Total	Invoice
				Ó	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00 \$0.00	\$0.00 \$0.00	
				o	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	<b>*</b> 0.0
The Samon has Rolling to 1873	Chiana Casultan	TEL WWW.	NEWS COLUMN	water water	nisologi kontessuo	STA HOU	\$0.0
quipment				Miles	The state of the s	and a second	
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	\$0.00 \$0.00	
				o	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
				0	\$0.00	\$0.00	
#49 odot#253				0	\$1.21	\$0.00	
#16 odot# 221 #78 odot# 270*				0	\$0.61	\$0.00	
mi o odotir 21 o				0	\$3,50 \$0.00	\$0.00 \$0.00	
		*		ō	\$0.00	\$0.00	
							\$0.00
<u>/ages</u>	HIVE ALL AND	THE PERSON NAMED IN		AS E LOVES			
Name	Hours	Rate	Wage	30% BWC	38% Overhead	Total	Invoice
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
ff Covell	0	\$25,25	\$0.00	\$0.00	\$0.00	\$0.00	
h O4-	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
sh Casto	0	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0 0	\$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	\$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						
			NAME OF THE OWNER.				\$0.00
otal Daily Cost		P. W. B. C.		<b>是一种种间</b>	200		\$0.00 \$ 4,708.77



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

## RECEIVED

JAN 24 2024

## Amount due on or before February 14, 2024 \$59

Bill mailing date is Jan 23, 2024 Account #070-055-086-2-2

FAIRFIELD COUNTY

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

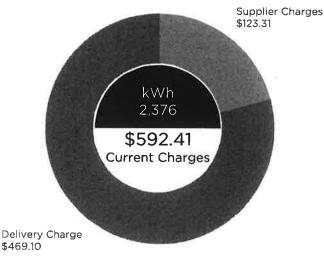
CY 15



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

### **Current bill summary:**

Billing from 12/20/23 - 01/22/24 (34 days)



#### Notes from AEP Ohio:

Thank you for being a paperless customer! Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### **Usage History (kWh):**



**Methods of Payment** 

aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

ETM. Cy 1/29/24

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment. FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE. MILLERSPORT, OH 43046-9738

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

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

FAIRFIELD COUNTY ENGINEER Amount due on or before \$59 February 14, 2024

Payment Amount \$

Pay \$604.14 after 02/14/2024

Account #070-055-086-2-2

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

				dr.	-
				₽_	
_	_	_	-	$\Psi_{-}$	•

悪川 かな 吹きこしもごめんこうもん でいんかつ思いて 調け

Inv# 07005508622

\$592.41

AMERICAN ELECTRIC POWER

12/20/2023 # Pages 2

FP2 DOC292S2545

JD0000000700550862223011602015900002



#### Service Address:

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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	512.95
Payment 01/09/24 - Thank You		-512.95
Previous Balance Due	\$	.00
Current AEP Ohio Charges	da Sa	
Tariff 840 - Medium General Service 01/22/2 Service Delivery Identifier: 00140060748138032	!4	
Transmission Service	\$	201.84
Distribution Service		257.86
Customer Charge		9.40
Current Electric Charges	\$	469.10°



### DYNEGY

Current Dynegy Charges (877-331-3045) Supplier Account Number - a0B1C000013EqdSUAS				
Service Delivery Identifier: 00140060748138032	2 01/22/24			
Generation: 2376 kWh @ \$0.0519	\$	123.31		
Current Supplier Balance Due	\$	123.31*		

Total Balance Due	\$ 592.41
*Charges make up the "Total Balance Due"	
Pay \$604.14 after 02/14/2024	

#### **Usage Details:**

† Values reflect changes between current month and previous month.

Usage: † 1244 kWh	Avg. Daily Cost: ↑ \$0.04	Avg. Temperature:
1.25. 1840	\$12 <sup>77</sup> \$12 <sup>76</sup> \$12 <sup>86</sup>	get tet get
Jan 23 Dec 23 Jan 24	an 23 Dec 1s Jan 7	Jan 24 Dechá Jan 24

Total usage for the past 12 months: 23,676 kWh Average (Avg.) monthly usage: 1,973 kWh

Billed Usage 01/24						
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage		
	(100.0)	(.9510)	(0):			
2,376	:=1			2,376 kWh		
22.736	- 61		§	22.700 kW		

#### **Meter Read Details:**

Meter #68	33579696	0			
Previous	Туре	Current	Туре	Metered	Usage
68936	Actual	71312	Actual	2376	2,376 kWh
3	-	22.736	Actual	22.736	22,736 kW
Service Per	iod 12/19 -	- 01/22			Multiplier 1

#### Notes from AEP Ohio:

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

> Renewable Programs: \$4.69 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

Pursuant to state law in Case No. 23-0603-EL-UNC the Universal Service Fund (USF) rider has been adjusted effective with this bill. The USF helps low income customers avoid disconnect during the winter. A residential customer using 1,000 kWh per month will see a decrease of \$0.36.

In Case No. 23-1031-EL-RDR, the Public Utilities Commission of Ohio approved the Ohio Power Company's Solar Generation Fund (SGF) rider. This rider is to fund disbursements to qualifying solar resources as required by the General Assembly. A residential customer will see an increase of \$0 per month.

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

In Case No. 19-1808-EL-UNC, the Commission approved the Legacy Generation Resource Rider to collect or pass back the difference between total cost and revenues associated with legacy generation resources of AEP Ohio. This Rider replaces the current Purchase Power Agreement Rider. A residential Customer using 1,000 kWh of electricity will see an increase of \$1.32.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

## RECEIVED

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

FEB 2 2 2024

FAIRFIELD COUNTY ENGINEER

Amount due on or before \$664.85

March 14, 2024

Bill mailing date is Feb 21, 2024 Account #070-055-086-2-2

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

CY 15

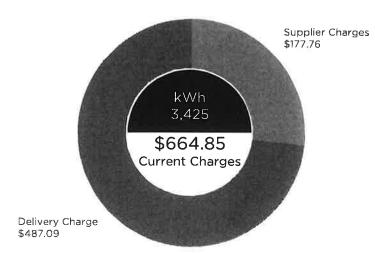


**FAIRFIELD COUNTY ENGINEER** 3026 W FAIR AVE

LANCASTER, OH 43130-8993

**Current bill summary:** 

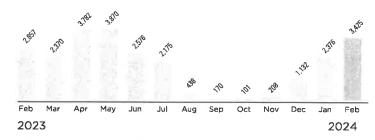
Billing from 01/23/24 - 02/20/24 (29 days)



#### Notes from AEP Ohio:

Thank you for being a paperless customer! Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### Usage History (kWh):



#### **Methods of Payment**

aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

Please tear on dotted line.

IN°C 2/25/24

Turn over for important information!

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

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



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

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

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48709 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before March 14, 2024

Payment Amount \$

Pay \$677.03 after 03/14/2024

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

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Inv# 07005508622 AMERICAN ELECTRIC POWER

\$664.85

01/23/2024 # Pages 2

FP2 DOC292S11851

PO# 24001530

00000000700550862221021603015900008



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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges	
Total Amount Due At Last Billing	\$ 592.41
Payment 02/13/24 - Thank You	-592.41
Previous Balance Due	\$ .00*
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 02/20/24 Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 205.00
Distribution Service	272.69
Customer Charge	9.40
Current Electric Charges	\$ 487.09*

# DYNEGY

Current Dynegy Charges (877-331-3045) Supplier Account Number - a0B1C000013EqdSt	JAS	
Service Delivery Identifier: 00140060748138032	2 02/20/24	
Generation: 3425 kWh @ \$0.0519	\$	177.76
Current Supplier Balance Due	\$	177,76*

Total Balance Due	\$ 664.85
*Charges make up the "Total Balance Due"	
Pay \$677.03 after 03/14/2024	

#### **Usage Details:**

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



Total usage for the past 12 months: 22,055 kWh Average (Avg.) monthly usage: 1,838 kWh

Billed Usage 02/24					
Usage	Power Factor		Meter Location Comp.	Billed Usage	
	(100,0)	(.9510)			
3,425		3/	120	3,425 kWh	
22.998		(3)	(4)	23,000 kW	

#### Meter Read Details:

Service Per	iod 01/22	- 02/20		<u>_</u>	Multiplier 1
-	5 <del>5</del> 5	22.998	Actual	22.998	22,998 kW
71312	Actual	74737	Actual	3425	3,425 kWh
Previous	Туре	Current	Туре	Metered	Usage

#### Notes from AEP Ohio:

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

Renewable Programs: \$6.76 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

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

**Make your life easier**. You can write one check for multiple electric accounts!

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





MAR 2 5 2024

**FAIRFIELD COUNTY** ENGINEER

Amount due on or before April 12, 2024 \$690.41

Bill mailing date is Mar 21, 2024 Account #070-055-086-2-2

CY 15

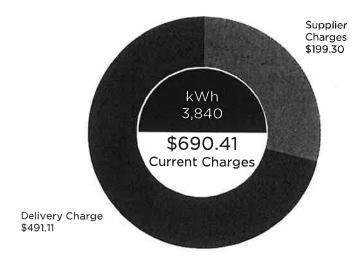
SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

FAIRFIELD COUNTY ENGINEER 3026 W FAIR AVE

LANCASTER, OH 43130-8993

**Current bill summary:** 

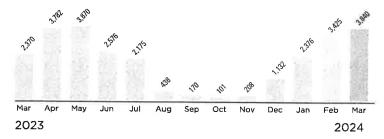
Billing from 02/21/24 - 03/20/24 (29 days)



#### Notes from AEP Ohio:

Thank you for being a paperless customer! Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### **Usage History (kWh):**



#### **Methods of Payment**

aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

E.T.M. Cmy 3/25/24

Turn over for important information!

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

Make check payable and send to: AMERICAN ELECTRIC POWER

PITTSBURGH, PA 15250-7496

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PO BOX 371496

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



Please tear on dotted line.

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

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

Amount due on or before April 12, 2024

Payment Amount \$

Pay \$702.69 after 04/12/2024

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

# 

Inv# 07005508622 \$690.41 AMERICAN ELECTRIC POWER 02/21/2024 # Pages 2 FP2 DOC293S71 PO# 24001530 4/1/2025

100000000070055086222103140401590000



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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	664.85
Payment 03/07/24 - Thank You		-664.85
Previous Balance Due	\$	.00
Current AEP Ohio Charges		
Tariff 840 - Medium General Service C Service Delivery Identifier: 001400607481380	<b>03/20/24</b> 032	
Transmission Service	\$	203.44
Distribution Service		278.27
Customer Charge		9.40
Current Electric Charges	\$	491,11*



Current Dynegy Charges (877-331-3045) Supplier Account Number - a0B1C000013EqdSU	JAS	
Service Delivery Identifier: 00140060748138032	2 03/20/24	
Generation: 3840 kWh @ \$0.0519	\$	199.30
Current Supplier Balance Due	\$	199.30

Total Balance Due *Charges make up the "Total Balance Due"	\$ 690.41
Pay \$702.69 after 04/12/2024	

#### **Usage Details:**

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



Total usage for the past 12 months: 22,623 kWh Average (Avg.) monthly usage: 1,885 kWh

		Billed U	sage 03/24	
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
3,840		-	•	3,840 kWh
22.834			2	22,800 kW

#### **Meter Read Details:**

	THE		2415	)	3579690	Meter #68
Usage		Metered	Туре	Current	Туре	Previous
,840 kWh		3840	Actual	78577	Actual	74737
2.834 kW		22.834	Actual	22.834	165	•
Multiplier 1				- 03/20	iod 02/20	Service Per
Mı	10 -				iod 02/20	Service Per

#### Notes from AEP Ohio:

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

Renewable Programs: \$7.57 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

In Case No. 14-1696-EL-RDR & 20-585-EL-AIR, the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see an increase of \$0.55 per month.

Do Not Tamper - Tampering with an energized electric meter can cause serious injury or death. If you suspect a problem with your meter, call the customer service number listed on your electric bill for assistance. In addition, meter tampering is illegal and can result in fines and/or imprisonment.

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

To avoid unnecessary delays in crediting your electric payment, please do not paper clip or staple your check to the bill payment stub.



### RECEIVED

APR 23 2024

FAIRFIELD COUNTY ENGINEER Amount due on or before **\$725.41** May 14, 2024

Bill mailing date is Apr 22, 2024 Account #070-055-086-2-2

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

Supplier

Charges \$273.10 CY 15

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

Billing from 03/21/24 - 04/19/24 (30 days)

kWh

5,262

\$725.41

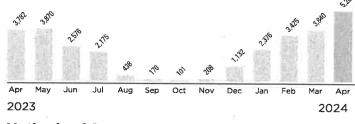
**Current Charges** 

**Current bill summary:** 

#### **Notes from AEP Ohio:**

**Thank you for being a paperless customer!** Sign up for billing and outage alerts to stay informed, You can manage your account by logging in at aepohio.com.

#### **Usage History (kWh):**



#### **Methods of Payment**

aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

4/24/24 ETMG

Please tear on dotted line.

Delivery

Charge \$452.31

Turn over for important information!

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

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



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

45231 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before **\$725.41**May 14, 2024

Payment Amount \$

Pay \$736.72 after 05/14/2024

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

### 

Inv# 07005508622 **\$725.41**AMERICAN ELECTRIC POWER

03/21/2024 # Pages 2 PO# 24001530 FP2 DOC294S7558

0000000700550862222041605015900005



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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges	
Total Amount Due At Last Billing	\$ 690.41
Payment 04/15/24 - Thank You	-690.41
Previous Balance Due	\$ .00
Current AEP Ohio Charges	
Tariff 840 - Medium General Service 04 Service Delivery Identifier: 0014006074813803	
Transmission Service	\$ 152.57
Distribution Service	290.34
Customer Charge	9.40
Current Electric Charges	\$ 452.31*

# DYNEGY

Current Dynegy Charges (877-331-3045) Supplier Account Number - a0B1C000013EqdSl		
Service Delivery Identifier: 00140060748138032	2 04/19/24	
Generation: 5262 kWh @ \$0.0519	\$	273.10
Current Supplier Balance Due	\$	273,10*

Total Balance Due	\$ 725,41
*Charges make up the "Total Balance Due" Pay \$736.72 after 05/14/2024	

#### **Usage Details:**

†\Values reflect changes between current month and previous month.



Total usage for the past 12 months: 24,093 kWh Average (Avg.) monthly usage: 2,008 kWh

Billed Usage 04/24					
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage	
	(100.0)	(.9510)			
5,262	+:			5,262 kWh	
22.192	-		1.55	22.200 kW	

#### **Meter Read Details:**

Meter #68	3357969	)			
Previous	Туре	Current	Туре	Metered	Usage
78577	Actual	83839	Actual	5262	5,262 kWh
•	-	22.192	Actual	22.192	22.192 kW
Service Per	iod 03/20	- 04/19			Multiplier 1

#### Notes from AEP Ohio:

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

Renewable Programs: \$10.38 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

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

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

The Public Utilities Commission, in Case No. 24-0042-EL-RDR, approved to adjust the Basic Transmission Cost Rider, effective with this bill. This rider, which is adjusted annually, recovers non-market based transmission charges. A residential customer using 1,000 kWh per month will see an increase of \$10.67 per month.

The Public Utilities Commission of Ohio, in case number 24-101-EL-RDR, approved AEP Ohio's request to adjust its Economic Development Rider (EDR) effective with this bill. The EDR supports industrial customers that retain and increase Ohio jobs. A residential customer using 1,000 kWh of electricity will see an increase of \$0.25 per month.

In the Company's most recent distribution case, the PUCO granted approval of the Pilot Throughput Balancing Adjustment Rider (PTBAR). The PTBAR ensures that the actual kWh base distribution revenue collected from Residential and small Commercial customers equals the amount authorized and does not vary as a result of usage. Effective with this bill a residential customer using 1,000 kWh of electricity will see a decrease of \$1.55 per month.

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

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



### RECEIVED

MAY 2 2 2024

**FAIRFIELD COUNTY ENGINEER** 

Amount due on or before June 12, 2024 \$57

Bill mailing date is May 21, 2024 Account #070-055-086-2-2

CY 15



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

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

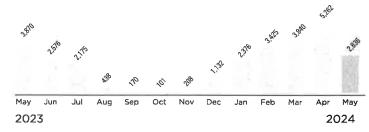
Billing from 04/20/24 - 05/20/24 (31 days)

**Current bill summary:** 

#### **Notes from AEP Ohio:**

Thank you for being a paperless customer! Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### Usage History (kWh):

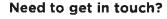


#### **Methods of Payment**

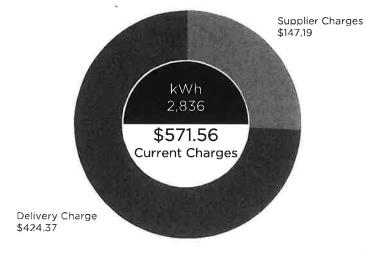
aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)



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



Please tear on dotted line.

Turn over for important information!

Thank you for your prompt payment. Please include your account number on your check and return this stub with your payment. FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738

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

**三川 松江 以及「火"、水水、水水、水水、水水、水水、水水、水水**(1)

Inv# 07005508622 \$571.56 AMERICAN ELECTRIC POWER 04/20/2024 # Pages 2 FP2 DOC295S11042 PO# 24001530

42437 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before June 12, 2024

Payment Amount \$

Pay \$582.17 after 06/12/2024

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

000057156000058217010000000000700550862221051406015900007



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

Account #070-055-086-2-2

#### **Line Item Charges:**

Previous Charges		
Total Amount Due At Last Billing	\$	725.41
Payment 05/08/24 - Thank You		-725.41
Previous Balance Due	\$	.00
Current AEP Ohio Charges	115	
Tariff 840 - Medium General Service 05/20/24 Service Delivery Identifier: 00140060748138032	1	
Transmission Service	\$	151.78
Distribution Service		263.19
Customer Charge		9.40
Current Electric Charges	\$	424.37



Current Supplier Balance Due	\$	147,19
Service Delivery Identifier: 00140060748138032 Generation: 2836 kWh @ \$0.0519	05/20/24 \$	147.19
Current Dynegy Charges (877-331-3045) Supplier Account Number - a0B1C000013EqdSU	IAS	

Total Balance Due	\$ 571.56
*Charges make up the "Total Balance Due"	
Pay \$582.17 after 06/12/2024	

#### **Usage Details:**

†+Values reflect changes between current month and previous month.

Usage: ∳ 2426 kWh	Avg. Daily Cost:	Avg. Temperature:
Mo. They	Sight sheet stills	it, it,
May 11 N : 24 Yay77	May 73 Fee 14 May 1	YBV26 Ac724 ¥ Jy 27.

Total usage for the past 12 months: 25,573 kWh Average (Avg.) monthly usage: 2,131 kWh

		Billed U	sage 05/24	
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
2,836		17.		2,836 kWh
22,271	-	?≆	•	22.300 kW

#### **Meter Read Details:**

Meter #68	3357969	0			
Previous	Туре	Current	Туре	Metered	Usage
83839	Actual	86675	Actual	2836	2,836 kWh
543	Ę.	22.271	Actual	22.271	22,271 kW
Service Per	iod 04/19	- 05/20			Multiplier 1

#### Notes from AEP Ohio:

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

Renewable Programs: \$2.70 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

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

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

# RECEIVED

JUN 2 1 2024

Amount due on or before \$445.51

Bill mailing date is Jun 20, 2024 Account #070-055-086-2-2

3

CY 15

**2** 

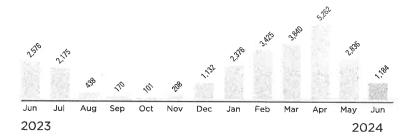
FAIRFIELD COUNTY

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

Notes from AEP Ohio:

FAIRFIELD COUNTY ENGINEER 3026 W FAIR AVE LANCASTER, OH 43130-8993 **Thank you for being a paperless customer!** Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### **Usage History (kWh):**



#### **Methods of Payment**

aepohio.com
PO Box 371496

Pittsburgh, PA 15250-7496 1-800-611-0964 (fee may apply)

# Need to get in touch?

ETM 6/25/24

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

#### **Current bill summary:**

Billing from 05/21/24 - 06/19/24 (30 days)

kWh
1,184
\$445.51
Current Charges

Supplier Charges \$61.45

Please tear on dotted line.

Turn over for important information!

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

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

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

FAIRFIELD COUNTY ENGINEER Amount due on or before \$445.51

Payment Amount \$

Pay \$455.11 after 07/12/2024

Account #070-055-086-2-2

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

oay <sup>My</sup> \$\_\_\_\_

AMERICAN ELECTRIC POWER
PO BOX 371496
PITTSBURGH, PA 15250-7496

Make check payable and send to:

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### **三川 松久 秋冬 15人(ちんんしんかんしん にくぶったかり 用いて 三川)**

Inv# 07005508622 \$445.51

AMERICAN ELECTRIC POWER

05/21/2024 # Pages 2 FP2 DOC298S463

PO# 2205 1530

1000000700550862220061407015900006



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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	571.56
Payment 06/04/24 - Thank You		-571.56
Previous Balance Due	\$	.00
Current AEP Ohio Charges		
Tariff 840 - Medium General Service ( Service Delivery Identifier: 001400607481380		
Transmission Service	\$	144.06
Distribution Service		230.60
Customer Charge		9.40
Current Electric Charges	•	384.06°



Current Dynegy Charges (877-331-3045 Supplier Account Number - a0B1C000013EqdS	) SUAS	
Service Delivery Identifier: 0014006074813803	2 06/19/24	
Generation: 1184 kWh @ \$0.0519	\$	61.45
Current Supplier Balance Due	\$	61.45*

Total Balance Due	\$ 445.51
*Charges make up the "Total Balance Due"	A Children State
Pay \$455.11 after 07/12/2024	2"," : 15:2

#### **Usage Details:**

†4 Values reflect changes between current month and previous month.

Usage: ∤ 1652 kWh	Avg. Daily Cost:	Avg. Temperature:
Page Age	512.11 512th 512th	9t4 Pig. 16g.
Jun'23 May'24 Jun'24	Jun'23 May'24 Jun'24	Jun'23 May'24 Jun 24

Total usage for the past 12 months: 24,539 kWh Average (Avg.) monthly usage: 2,045 kWh

Billed Usage 06/24				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
1,184	•	7.		1,184 kWh
21,264	•			21.300 kW

#### **Meter Read Details:**

Meter #68	3357969	0		45666	
Previous	Туре	Current	Туре	Metered	Usage
86675	Actual	87859	Actual	1184	1,184 kWh
:40	9	21.264	Actual	21.264	21,264 kW
Service Per	riod 05/20	- 06/19	9 7 8		Multiplier 1
Next sche	duled re	ad date sh	ould be b	etween Jul 18	3 and Jul 23

#### Notes from AEP Ohio:

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

Renewable Programs: \$1.13 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

In Case No. 16-1852-EL-SSO and 19-1475-EL-RDR the Public Utilities Commission of Ohio approved adjustments to Ohio Power Company's gridSMART rider. This rider allows the Company to recover costs for grid modernization projects. A residential customer using 1,000 kWh per month will see a decrease of \$0.53 per month.

The Public Utilities Commission of Ohio in Case number 23-169-EL-RDR on August 9, 2023 approved an adjustment to Ohio Power Company's Enhanced Service Reliability Rider rate effective with this bill. A residential customer using 1,000 kWh of electricity will see an increase of \$0.28 per month.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

\*If you pay your electric bill in person, remember to pay only at **AUTHORIZED** pay stations. These locations send notice of your payment immediately to **AEP Ohio** which could prevent service disconnection. Pay stations may charge a fee for this service. Keep your receipt as proof of payment. For a list of authorized pay stations or other payment options, visit our website at **www.aepohio.com** or call the number above.\*\*

To avoid unnecessary delays in crediting your electric payment, please do not paper clip or staple your check to the bill payment stub.



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

## RECEIVED

AUG 2 1 2024

FAIRFIELD COUNTY ENGINEER Amount due on or before \$347.82
September 11, 2024

Bill mailing date is Aug 20, 2024 Account #070-055-086-2-2

SERVICE ADDRESS: FAIRFIELD COUNTY ENGINEER, 12820 W BANK DR NE, MILLERSPORT, OH 43046-9738 909

CY 15

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

Billing from 07/20/24 - 08/19/24 (31 days)

kWh

159

\$347.82

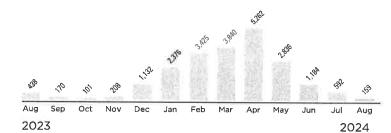
Current Charges

**Current bill summary:** 

#### **Notes from AEP Ohio:**

**Thank you for being a paperless customer!** Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### Usage History (kWh):



#### **Methods of Payment**



aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496



1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

ETMOG BIZIER

Delivery Charge \$339.57

Please tear on dotted line.

Turn over for important information!

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

Supplier Charges \$8.25

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



Non-Payment/Return Mail: PO BOX 24401 CANTON, OH 44701-4401 33957 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before \$347.82 September 11, 2024

Payment Amount \$

Pay \$356.33 after 09/11/2024

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

/				
	\$			
	_	_	 	

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

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## MINING MAC PATHACHAR MARANTAN MINING MINING

Inv# 07005508622 \$347.82

AMERICAN ELECTRIC POWER

07/20/2024 # Pages 2 FP2 DOC302S10284

PO# 24001530

4/1/2025

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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	418.46
Payment 08/12/24 - Thank You		-418.46
Previous Balance Due	\$	.00*
Current AEP Ohio Charges		
Tariff 840 - Medium General Service 08/ Service Delivery Identifier: 00140060748138032	19/24	
Transmission Service	\$	130.66
Distribution Service		199.51
Customer Charge		9.40
Current Electric Charges	\$	339.57*

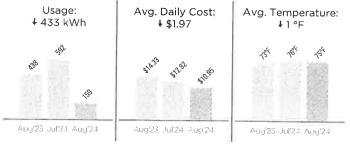


Current Dynegy Charges (877-331-3045 Supplier Account Number - a0B1C000013Eqd	SUAS	
Service Delivery Identifier: 001400607481380	32 08/19/24	
Generation: 159 kWh @ \$0.0519	\$	8.25
Current Supplier Balance Due	\$	8.25*

<b>Total Balance Due</b> *Charges make up the "Total Balance Due" Pay \$356.33 after 09/11/2024	\$	347.82
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#### **Usage Details:**

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



Total usage for the past 12 months: 21,564 kWh Average (Avg.) monthly usage: 1,797 kWh

		Billed U	sage 08/24	
Usage		Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)	F1707	
159			-	159 kWh
19.400			-	19.400 kW

#### **Meter Read Details:**

579690	0			
Туре	Current	Туре	Metered	Usage
Actual	88610	Actual	159	159 kWh
1.5	19.400	Actual	19.4	19.4 kW
d 07/19	- 08/19		Profession.	Multiplier 1
-	Type Actual	Type Current Actual 88610	Type Current Type Actual 88610 Actual - 19.400 Actual	Type         Current         Type         Metered           Actual         88610         Actual         159           -         19.400         Actual         19.4

#### Notes from AEP Ohio:

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

Renewable Programs: \$0.15 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

In Case No. 14-1696-EL-RDR & 20-585-EL-AIR, the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see a decrease of \$0.33 per month.

In the Company's most recent distribution case, the PUCO granted approval of the Pilot Throughput Balancing Adjustment Rider (PTBAR). The PTBAR ensures that the actual kWh base distribution revenue collected from Residential and small Commercial customers equals the amount authorized and does not vary as a result of usage. Effective with this bill a residential customer using 1,000 kWh of electricity will see an increase of \$0.97 per month.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

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

**Make your life easier.** You can write one check for multiple electric accounts!



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

# RECEIVED

NOV 2 0 2024

Amount due on or before \$266.84

Bill mailing date is Nov 19, 2024 Account #070-055-086-2-2

CY 15

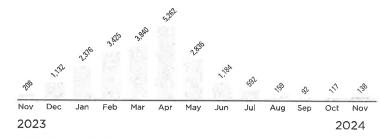
SERVICE ADDRESS: FAIRFIELD COUNTY ENGI**NEER, 12820(XX) BANK** DR NE, MILLERSPORT, OH 43046-9738 365 ENGINEER

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

#### **Notes from AEP Ohio:**

**Thank you for being a paperless customer!** Sign up for billing and outage alerts to stay informed. You can manage your account by logging in at aepohio.com.

#### **Usage History (kWh):**



#### **Methods of Payment**

aepohio.com
PO Box 371496

<sup>3</sup> Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

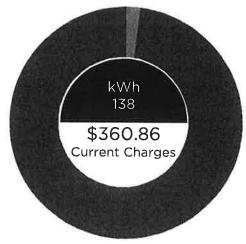
#### Need to get in touch?

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

#### **Current bill summary:**

Billing from 10/18/24 - 11/15/24 (29 days)

Supplier Charges \$7.16



Delivery Charge \$353.70

8 Tm/Cy

Please tear on dotted line.

Turn over for important information! 5

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

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

AEP OHIO

Non-Payment/Return Mail: PO BOX 24401 CANTON, OH 44701-4401 35370 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before \$266.84

Payment Amount \$

Pay \$273.34 after 12/11/2024

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

pay My \$\_\_\_\_\_

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

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Inv# 07005508622 **\$266.84**AMERICAN ELECTRIC POWER

10/18/2024 # Pages 2 **FP2 DOC309S8013**PO##2001530

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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges	
Total Amount Due At Last Billing	\$ .00
Prepaid Credit Applied	-94.02
Previous Balance Due	\$ -94.02
Current AEP Ohio Charges	e) Ini
Tariff 840 - Medium General Service 11/15/24 Service Delivery Identifier: 00140060748138032	
Transmission Service	\$ 133.33
Distribution Service	210.97
Customer Charge	9.40
Current Electric Charges	\$ 353.70*



Current Dynegy Charges (877-331-3045 Supplier Account Number - a0B1C000013EqdS	) SUAS	
Service Delivery Identifier: 0014006074813803	32 11/15/24	
Generation: 138 kWh @ \$0.0519	\$	7.16
Current Supplier Balance Due	\$ .	7.16

<b>Total Balance Due</b> *Charges make up the "Total Balance Due" Pay \$273.34 after 12/11/2024	\$	266.84
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#### **Usage Details:**

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

Usage: † 21 kWh	Avg. Daily Cost:	Avg. Temperature: ↓8 °F
<sup>1</sup> (1 1/4)	Street Street Street	ist, egg,
Nov'23 Oct 24 Nov'24	Nov'23 Oct'24 Nov'24	Nov'23 Oct'24 Nov'24

Total usage for the past 12 months: 21,223 kWh Average (Avg.) monthly usage: 1,769 kWh

		Billed L	Isage 11/24	
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
	(100.0)	(.9510)		
138	-	= -	•	138 kWh
19.847	*		2	19.800 kW

#### Meter Read Details:

Meter #68		FILL PARTS	7 SSETY 5 0		
Previous	Туре	Current	Туре	Metered	Usage
88819	Actual	88957	Actual	138	138 kWh
12		19.847	Actual	19.847	19.847 kW
Service Per	iod 10/17 ·	- 11/15			Multiplier 1

#### **Notes from AEP Ohio:**

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

Renewable Programs: \$0.13 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

The Public Utilities Commission of Ohio in case number 24-399-EL-RDR approved AEP Ohio's request to collect an under-collection for restoration costs in its Storm Damage Recovery Rider effective with this bill. A residential customer will see a monthly charge of \$0.97 for one year.

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

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

Due date does not apply to previous balance due.

#### Supplier Message(s)

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

#### End Supplier Message(s)

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

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

RECLIVEN

DEC 2 0 2024

FAIRFIELD COUNTY ENGINEER

Amount due on or before January 10, 2025 🍑 🚄

> Bill mailing date is Dec 19, 2024 Account #070-055-086-2-2

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

CY 15

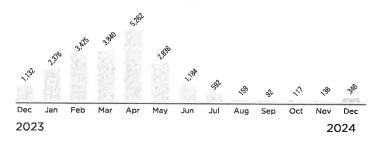
FAIRFIELD COUNTY ENGINEER 3026 W FAIR AVE

LANCASTER, OH 43130-8993

logging in at aepohio.com.

Notes from AEP Ohio:

#### Usage History (kWh):



Thank you for being a paperless customer! Sign up for billing and

outage alerts to stay informed. You can manage your account by

#### **Methods of Payment**

aepohio.com

PO Box 371496 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

#### Need to get in touch?

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

**Current bill summary:** 

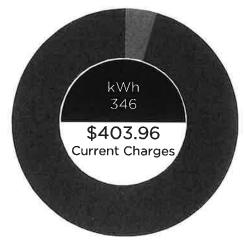
Non-Payment/Return Mail:

CANTON, OH 44701-4401

PO BOX 24401

Billing from 11/16/24 - 12/18/24 (33 days)

Supplier Charges \$17.96



Delivery Charge \$386.00

Please tear on dotted line.

Turn over for important information! 5

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

Make check payable and send to:

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

4/1/2025

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

38600 Account #070-055-086-2-2 FAIRFIELD COUNTY ENGINEER

Amount due on or before January 10, 2025

Payment Amount \$

Pay \$413.65 after 01/10/2025

AMERICAN ELECTRIC POWER PO BOX 371496 PITTSBURGH, PA 15250-7496 ուվելիիլիգիներիրկանիլիակիլիներերերեներ

The Neighbor to Neighbor program	
helps disadvantaged customers pay	
their electric bill. I want to help. My payment reflects my gift of	\$
p-3,	١

# THE INVENTOR IN ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION ACTIO

Inv# 07005508622 \$403.96 AMERICAN ELECTRIC POWER 11/16/2024 # Pages 2 FP2 DOC311S9301 PO# 24001530

10000000700550862219121201015900009



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

Account #070-055-086-2-2

#### Line Item Charges:

Previous Charges		
Total Amount Due At Last Billing	\$	266.84
Payment 12/03/24 - Thank You		-266.84
Previous Balance Due	\$17	.00
Current AEP Ohio Charges	181	10 37
Tariff 840 - Medium General Service 12/18/24 Service Delivery Identifier: 00140060748138032		
Transmission Service	\$	144.23
Distribution Service		232.37
Customer Charge		9,40
Current Electric Charges	\$	386.00°



Current Dynegy Charges (877-331-3045 Supplier Account Number - a0B1C000013EqdS		
Service Delivery Identifier: 0014006074813803	2 12/18/24	
Generation: 346 kWh @ \$0.0519	\$	17.96
<b>Current Supplier Balance Due</b>	\$	17.96

Total Balance Due	\$ 403.96
'Charges make up the "Total Balance Due"	
Pay \$413 65 after 01/10/2025	

#### **Usage Details:**

†4Values reflect changes between current month and previous month.

Usage: † 208 kWh	Avg. Daily Cost:	Avg. Temperature:
188 386	stiff stiff stiff	ge <sup>e</sup>
D6125 Nov25 Nor56	DecTá Nati 2 (Dec 2)	Tex 26 No. 726 Oct. 24

Total usage for the past 12 months: 21,153 kWh Average (Avg.) monthly usage: 1,763 kWh

		Billed U	sage 12/24	
Usage Power Factor		Power Factor Constant	Meter Location Comp.	Billed Usage
	(100,0)	(,9510)		
346	15	(2)	<b>a</b> .	346 kWh
21,369	241	a l	(4)	21,400 kW

#### Meter Read Details:

уре	Current	Туре	Metered	Usage
ctual	89303	Actual	346	346 kWh
045	21,369	Actual	21,369	21.369 kW
11/15 -	12/18			Multiplier 1
	ctual	ctual 89303	ctual 89303 Actual - 21,369 Actual	ctual 89303 Actual 346 - 21,369 Actual 21,369

#### Notes from AEP Ohio:

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

Renewable Programs: \$0.33 Energy Efficiency Programs: \$0.00 Peak Demand Reduction Programs: \$0.00

In Case No. 14-1696-EL-RDR & 23-23-EL-SSO the PUCO approved an adjustment to the Distribution Investment Rider, effective with this bill. This rider, which is adjusted quarterly, recovers capital costs associated with distribution infrastructure. A residential customer using 1,000 kWh per month will see an increase of \$0.91 per month.

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

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

Due date does not apply to previous balance due.

AEP will no longer remit payment to your previous provider after January 21, 2025

#### Supplier Message(s)

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

#### End Supplier Message(s)

\*If you pay your electric bill in person, remember to pay only at **AUTHORIZED** pay stations. These locations send notice of your payment immediately to **AEP Ohio** which could prevent service disconnection. Pay stations may charge a fee for this service. Keep your receipt as proof of payment. For a list of authorized pay stations or other payment options, visit our website at **www.aepohio.com** or call the number above.\*\*

To avoid unnecessary delays in crediting your electric payment, please do not paper clip or staple your check to the bill payment stub.

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

#### Signature Page

Resolution No. 2025-04.01.j

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

4/1/2025 162

2025-04.01.k

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

**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:

\$20,000.00 16202404-Capital Outlay

Prepared by: Julie Huggins

cc: Engineer

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

### For Auditor's Office Use Only:

16202404-574000 \$20,000.00

Prepared by: Julie Huggins

cc: Engineer

#### Signature Page

Resolution No. 2025-04.01.k

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project.

**WHEREAS,** on March 11, 2025, this Board of Commissioners awarded the Bid for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project to J&J Bridge Co., Inc. for \$439,982.50, and

**WHEREAS,** since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with J&J Bridge Co., Inc.

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

**SECTION 1:** that this Board of Commissioners approves the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project Contract with J&J Bridge Co., Inc. for \$439,982.50 by signing the Contract Agreement and this Resolution for this project to proceed.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour cc: Engineering Department

4/1/2025 166

#### CONTRACT

This Contract, made this 19 day of MARCH, 2025, between the Fairfield County Commissioners, hereinafter called the Owner, and J&J Bridge Co., Inc. and its successors, executors, administrators and assigns, hereinafter called the Contractor:

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area. Davis/Bacon Federal Wage Rates apply to this federally funded project.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, not to commence prior to May 19, 2025, must be completed within an eight (8) consecutive week time period and no later in any case than October 3, 2025, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

The Contract The Construction Plans The Bid Proposal General Specifications Performance and Payment Bond Certificates **Experience Record** Affidavit of Personal Property Tax Liability Affidavit of Lien Release Anti-Alcohol/Drug Policy General Conditions Prevailing Wage Determination Request for Taxpayer ID Number and Certification (W-9) ODOT/Federal-Aid Requirements Special Provisions, Waterway Permits Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of four hundred, thirty-nine thousand, nine hundred eighty-two dollars & 50/100 (\$439,982.50), of which \$\$439,982.50 is federal grant money that shall be paid directly by the Ohio Department of Transportation, and \$0.00 shall be paid by the Local Public Authority, as stipulated in the LPA Federal Project Agreement 37898. Payment shall be upon completion of: the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

N WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

OWNER: FAIRFIELD COUNTY COMMISSIONERS

BY.

Jeffrey M. Fix President	Steven A. Davis Commissioner	David L. Levacy Commissioner
CONTRACTOR:	JOJ BRIDGE CO.	nlong INC
BY (signature):	Jan Stewart	
BY (print name):	Jin STEWANT	
ADDRESS	3049 Kought + Ken	dy Rd
	New Concord	OH 43762
TELEPHONE:	740-260-0173	
FAX:		
E-MAIL:	JUBRIDJE CO @ GM	All. Com

### CERTIFICATES

The hereto attached Performance day of			and sufficient is	s accepted ti	his
FAIRFIELD COUNTY BOARD (	OF COMMISSIC	ONERS:			
Jeffrey M. Fix President	Steven A. Davis Commissioner		David L. Lev Commission	*	

# CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.

Amy L. Brown-Thompson Assistant Prosecuting Attorney

Date: 3

#### Signature Page

Resolution No. 2025-04.01.I

A Resolution to Approve the Contract with J&J Bridge Co., Inc. for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

# A Resolution to Approve the Notice to Commence for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project

CONTRACT: BLO-36 Bridge Replacement

**WHEREAS,** by Resolution on March 11, 2025, this Board of Commissioners awarded a Contract to J&J Bridge Co., Inc.; 3049 Rough & Ready Road; New Concord, Ohio 43762, in the amount of \$439,982.50 for the BLO-36 Bridge Replacement Project.

**WHEREAS,** Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS,** the County Engineer is requesting the attached Notice be signed by the President of the 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, authorize its President to sign the required Notice of Commencement in the matter of the BLO-36 Bridge Replacement Project.

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

Prepared by: Cheryl Downour cc: Engineering Department

# NOTICE OF COMMENCEMENT (Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

#### COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Jeffrey M. Fix, its President, who after being duly cautioned and sworn, states the following in connection with the BLO-36 Bridge Replacement Project:

- 1. The Public Improvement under construction is the replacement of the BLO-36 Bridge.
- 2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
- 4. The name, address, and trade of the principal Contractor is: J&J Bridge Co., Inc.; 3049 Rough & Ready Road; New Concord, Ohio 43762, whose principal trade is that of bridge contractor.

This instrument was prepared by: Joshua Horacek, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

- 5. The fee owner of said property has no designee.
- 6. The date the public authority first executed a contract with the principal Contractor for the public improvement was April 1, 2025.
- 7. There are currently no lending institutions providing financing for this improvement.
- 8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Lexington National Insurance Corporation; Post Office Box 6098; Lutherville, MD 21094.
- 9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
- 10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

- 11. The foregoing information is true and accurate to the best of my knowledge and belief.
  - 12. Further affiant sayeth naught.

Jeffrey M. Fix The Board of Commissioners of Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2025, before me, the subscriber, a notary public, in and for said state, personally came Jeffrey M. Fix, President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

Notary Public - State of Ohio

#### Signature Page

Resolution No. 2025-04.01.m

A Resolution to Approve the Notice to Commence for the BLO-36, FAI-CR20-1.964 Pickerington Road Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

4/1/2025 176

2025-04.01.n

### A resolution to change bridge load ratings.

**WHEREAS,** as a result of an engineering analysis based on Ohio Legal Load Limits, the Fairfield County Engineer is recommending the load limit on the following bridges be restricted:

AMA-20 Marburger Road Bridge per Exhibit A GRE-33 Carnes Road Bridge per Exhibit B LIB-10 Basil Road Bridge per Exhibit C

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

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby approve and order the load rating restrictions to the AMA-20 Marburger Road Bridge, the GRE-33 Carnes Road Bridge, and the LIB-10 Basil Road Bridge per the attached Exhibits.

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

Prepared by: Cheryl Downour

cc: Engineering Office



# OFFICE OF STRUCTURAL ENGINEERING OHIO DEPARTMENT OF TRANSPORTATION

SFN (SNI	31 Bridge Num	ber)	Ohio Bridge		District		25.20	GPS Coordinates  LATITUDE: LONGITUDE:			
Miller Man	2331209		(Bridge Asset Name) FAI-T0156-0020		5		39.66135278	OB THE LO	-82.83312778		
Original Year Built			CONTRACTOR DATES		Structur						
			Year Re-built Total leng		XXX		The same	Featur	e Intersect	ed	
	1900		1989	28 ft	30	2		Tu	rkey Run		
SPECIAL ASSUMPTIONS & COMMENTS			Rated from Original Construction Plans (1989), Inspection Report (2024), Field Measurements, and Std. Dwgs. Single Span ( 0"± C/C Brgs.) Rolled Steel Beam Bridge on Gravity Abutments. Deck Width is 18'-0"± O/O and Roadway Width is 18'-0"± F/I Railings (Assume DBR-2-73 Dated 4/10/73). Timber Deck Thickness is 6.0"± with a 4.0" Asphalt Wearing Surface placed in 1 (Field Measured). Alignment is Tangent with No Skew.  Assumptions: Added 2% Additional Self Load to each Member to account for miscellaneous dead loads. Added Deterioration Field Measurements taken in March, 2025. Applied LRFR Condition Factor of Poor since GA is 4. Applied Railing DL as Member Load since attached to Exterior Beams.  Minimum Legal Rating = 0.634, Live Load = SU7, Member = Beam 1 (Fascia) @ Span 1 - (46.3%) (12.5ft along the member)							y Width is 18'-0"± F/F g Surface placed in 199 . Added Deterioration i d Railing DL as Member	
			Limit State = Design	THE RESERVE TO SERVE	drop down a	arrow	100	8748 V548			
Load Rating I	Purpose:	, page 11	5 - Deterioration or	r GA Dropped Belo	ow 5			O shallow			
Bridge Appra	isal Rating (0-	9):	4					<u>Sealed by:</u> Joel Magalski		annumper.	
oad rating S			3 - AASHTO BrR					- Tananaganan	THE	loel Out	
oftware ver			7.4.1.3001						***************************************	Magalski ★	
outine Pern	nit Load (RPL):		N - Agency does not issue routine permits							3/17/2025 E-85232	
tating Source			1 - Plan information available for load rating analysis						ACGISTERED		
oad Rating I			LFR - Load Factor Rating (RF) - Code 6			i.	""	S/ONAL ENTINE			
Design Loadii	ng:		4 - H20								
				STRUCTU	JRE RATING	SUMM	ARY				
J. T. YOU	OHIO & A	ASHTO	LEGAL VEHICLES	and the state	The Tria	100		DESIGN AND OPERATING	RATINGS	MET PARENT	
Legal Load	GVW (Tons)	No of	Rating Factor	Safe Weight	Load	ding Type			Rating by R	F	
		Axles	RF	(Tons)				Inventory		Operating	
2F1 3F1	15 23	3	1.170 0.835	15.00 19.21		D Loading mendati		0.456 0.779  LOAD POSTING IS RECOMMENDED			
5C1	40	5	0.882	35.28			9345		13 1120	omenoco	
Type 3	25	3	0.922	23.05				WEIGHT LIMIT			
Type 3-3	40	6	1.120	40.00				SINGLE UNIT			
Type 3S2	36	5	0.947	34.09				2 AXLE 15 T			
			NG VEHICLES (SHV)	TAMES OF THE	Sign	Posting	Too Shi	3 AXLE 19 T			
SU4/4F1 27 4						mendati	on:	4 AXLE 20 T			
SU5	31	5	0.709	21.98				5 AXLE 21 T			
SU6	34.75	6	0.653	22.69			MIS.	6+ AXLE 22 T			
SU7	38.75	7	0.634	24.57		N I P	No.	34 T			
NUL YEAR	EMERC	SENCY V	EHICLES (EV)	THE RESIDENCE		LV		Permit Load (PL) Ana	lysis **	CANTED CONTRACT	
	Check be	ox if ratio	ng for EV3	V	Loading	GVW	No of	Rating Factor		Calculated Load (To	
					Type	(Tons)	Axles				

	Check i	box if ratin	g for EV3	<b>√</b>	Loading Type	GVW (Tons)	No of Axles	Rating Factor	Calculated Load (Tons
EV2	28.75	2	0.802	23.06	PL 60T	60	6	0.591	35.46
EV3	43	3	0.598	25.71	PL 65T	65	7	0.558	36.27
Controll	Controlling Legal Load RF 63% 0.63					ysis Met	hod	Load Factor	Rating (LFR)
AGENCY/F	IRM/OFFICE					2LN	νίΝ, Inc.		
	Name		PE	Phone Nu	imber			Email Repo	2025-03-17

Joel.Magalski@2LMN.com

Julia.Hart@2LMN.com

740-687-5542

 Reviewed By
 Julia A. Hart
 69738
 740-687-5542

 \*\* ODOT bridges to be analyzed for permit trucks by policy.

Analysis for permit trucks is optional for non-ODOT bridges and at owner's discretion-

85232

Joel Magalski

BR-100 (01/2024)

Rated By



# OFFICE OF STRUCTURAL ENGINEERING OHIO DEPARTMENT OF TRANSPORTATION

NO DECEMBE	NV (SEED)		1	III OI			ORTATION	A RECEIVED NOT BEEN			
SFN (SN	BI Bridge Num	ber)	Ohio Bridg (Bridge Ass		Dist	rict	-	GPS Coordinates  LATITUDE: LONGITUDE:			
RELIGIOUS SERVICES	2330334		FAI-TO2	5	100000	39.80612222	-82.69877222				
Outo	CAMPAGE TO A SECURITARIA CONTRACTOR CONTRACT		STATE OF BUILDING		Structur		l con				
Orig	inal Year Built	55F	Year Re-built	Total length	ХХ		188	Feature Inte	rsected		
	1922		1993	28 ft	30	2		T Walnut Creek			
A CONTRACTOR OF STREET	SPECIAL ASSUMPTIONS & COMMENTS			Non-Composite F th is 22'-0"± F/F Ra gnment is Tangent ed 2% Additional S e attached to Exte ttor of Poor since (	Rolled Steel silings. Timb twith No Sk elf Load to erior Beams. 3A is 4.	Beam Bri er Deck T ew each Mer Added D	dge on thickness  hickness  nber to  eteriora	Report (2024), Field Measurements with Concrete sis is 6,0"± with a 3.0" Asphalt We account for miscellaneous dead tion per Field Measurements take	Caps. Deck Width is 22'-0"± 0/ earing Surface placed in 1993 loads. Applied Railing DL as een in March, 2025, Applied		
			Minimum Legal Rating = 0.771, Live Load = SU7, Member =Beam 4 (Interior) @ Span 1 - (48.1%) (12.5ft along the member) : Limit State = Design Flexure - Steel								
		Ty Vo	Please type or sele	Please type or select on right using drop down arrow							
Load Rating	Purpose:		5 - Deterioration o	GA Dropped Belo	w 5		Sealed by:				
Bridge Appra	isal Rating (0-	9):	4					Joel Magalski	mure OF O		
Load rating S	oftware:		3 - AASHTO BrR						Joel Joel		
Software vei	sion:		7.4.1.3001					1	★ Magalski ★		
Routine Perr	nit Load (RPL):		N - Agency does not issue routine permits						Joel  Magalski 3/17/2025 E-85232		
Rating Sourc	e:		1 - Plan information available for load rating analysis					1	Och PEGISTERED BE		
Load Rating	Method:		LFR - Load Factor Rating (RF) - Code 6					_	WAS ONAL ENGINE		
Design Loadi	ng:		5 - HS20								
				STRUCTU	IRE RATING	SUMM	ARY				
Carato Mod	OHIO & A	ASHTO	LEGAL VEHICLES	o romania	DESIGN AND OPERATING RATINGS						
Legal Load	GVW (Tons)	No of	Rating Factor	Safe Weight	Loo	ding Tune			by RF		
Legal Load	dvvv (10113)	Axles	RF	(Tons)	LUat	ding Type		Inventory	Operating		
2F1	15	2	1.414	15.00		) Loading		0,596	0.996		
3F1	23	3	1.008	23.00	Recom	mendati	on	LOAD POSTING IS	RECOMMENDED		
5C1	40	5	1.068	40.00				WEIGHT LIMIT			
Type 3 Type 3-3	40	3 6	1.103	25.00 40.00				SINGLE UNIT			
Type 3-3	36	5	1,145	36.00				2 AXLE 15 T			
1 ype 332				C	Doction		3 AXLE 23 T				
CHAIAFA			G VEHICLES (SHV)	25.00		Posting	on:	4 AXLE 25 T			
SU4/4F1 SU5	27 31	5	0.928 0.853	25.06 26.44	Recommendation:			5 AXLE 26 T			
SU6	34.75	6	0.788	27.38				6+ AXLE 27 T			
SU7	38.75	7	0.771	29.88			¥1.0				
No. of the last				20.00			NAME OF TAXABLE PARTY.				
			EHICLES (EV)		Name and Park	ne con		Permit Load (PL) Analysis *			
SIV:	Спеск в	ox ij ratii	ng for EV3	<b>₹</b>	Loading Type	GVW (Tons)	No of Axles	Rating Factor	Calculated Load (Tons)		
EV2	28.75	2	0.951	27.34	PL 60T	60	6	0.708	42.48		

The second second	CIVILI	COLINCI VI	LINCLES (EV)		Petitit Load (PC) Alialysis					
	Check I	box if ratir	ng for EV3		Loading Type		No of Axles	Rating Factor	Calculated Load (Tons	
EV2	28.75	2	0.951	27.34	PL 60T	60	6	0.708	42.48	
EV3	43	3	0.715	30.75	PL 65T	65	7	0.668	43.42	
					in Suc		10			
Controll	Controlling Legal Load RF 77% 0.77						PL Analysis Method Load Factor Ratin			

AGENCY/FIRM	1/OFFICE		16	2LMN, Inc.					
	Name	PE Number	Phone Number	Email	Report Date:	2025-03-17			
Rated By	Joel Magalski	85232	740-687-5542	Joel.Magalski@2LMN.com					
Reviewed By Julia A. Hart		69738	740-687-5542						
** 0001	to be such and form					DD 100 (01/202			

<sup>\*\*</sup> ODOT bridges to be analyzed for permit trucks by policy.

Analysis for permit trucks is optional for non-ODOT bridges and at owner's discretion.

BR-100 (01/2024)



# **BRIDGE LOAD RATING SUMMARY REPORT** OFFICE OF STRUCTURAL ENGINEERING

COETHA			OHIO	EPARTMI				ORTATION			
SEN (SN	BI Bridge Num	ber)	Ohio Bridge Number		Dist	rict		GPS Coordinates			
5114 (514	orage Hulli	5617	(Bridge As:	set Name)	The state of the s		1	LATITUDE: LONGITU		LONGITUDE:	
	2334100		FAI-C0046-0010		5			39.880175	-82.62344167		
Original Year Built			Year Re-built	Year Re-built Total length Structure Type XXXX Feature Interse				e Intersect	ed		
1990				30 ft	30	)2	1	T Pav	vpaw Cree	k	
A DAY OF THE OWN	ASSUMPTION OMMENTS	IS &	Rated from Original Construction Plans (1990), Inspection Report (2024), Field Measurements, and Std. Dwgs, Single Span (28'-3"± C/C Brgs.) Rolled Steel Beam Bridge on Capped Pile Abutments. Deck Width is 24'-0"± O/O and Roadway Width is 24'-0"± F/F Railings, Timber Deck Thickness is 6.0"± with a 2,75" Average Asphalt Wearing Surface placed in 1999 (Field Verified). Alignment is Tangent with 37°00'00" L.F. Skew.  Assumptions: Added 2% Additional Self Load to each Member to account for miscellaneous dead loads. Added Deterioration per Field Measurements taken in March, 2025. Applied LRFR Condition Factor of Poor since GA is 4, Applied Railing DL as Member Load since attached to Exterior Beams.								
			Minimum Legal Rating = 0.732, Live Load = SU7, Member =Beam 9 (Fascia) @ Span 1 - (50.0%) (14.13ft along the member) : Limit State = Design Flexure - Steel								
			Please type or sele	ct on right using (	drop down	arrow				RATE TO SE	
Load Rating	Purpose:		5 - Deterioration or	GA Dropped Belo	ow 5			Sealed by:			
Bridge Appra	isal Rating (0-	9):	4					Joel Magalski	, v	TE OF OUT	
Load rating S	oftware:		3 - AASHTO BrR						S. S. S. S. S.	loel O	
Software ver	sion:		7.4,1.3001					* Magalski * 3/17/2025			
Routine Pern	nit Load (RPL):		N - Agency does no	t issue routine per	rmits				* P20	E-85232	
Rating Source	e:		1 - Plan information available for load rating analysis						100	PEGISTERED AND THE	
Load Rating (	Vlethod:		LFR - Load Factor Rating (RF) - Code 6						"	OS/ONA LENGTH	
Design Loadi	ng:		5 - HS20:								
				STRUCTU	IRE RATING	S SUMN	IARY				
	OHIO & A	ASHTO	LEGAL VEHICLES		DESIGN AND OPERATING RATINGS						
Legal Load	GVW (Tons)	No of	Rating Factor	Safe Weight	Load	ding Typ	e		Rating by RF		
2F1	15	Axles 2	<b>RF</b> 1,375	(Tons) 15.00		0 Loadin		Inventory 0.528		Operating 0.882	
3F1	23	3	0.964	22.17		mendat			ING IS RECO	OMMENDED	
5C1	40	5	1.017	40.00	De la luy		-			THE PARTY OF THE P	
Type 3	25	3	1.080	25.00			This is	WEIGHT LIMIT			
Type 3-3	40	6	1.312	40.00				SINGLE UNIT			
Type 3S2	36	5	1.094	36.00			177.3	2 AXLE 15 T			
Br. Vision Ser	SPECIALIZED	HAULIN	IG VEHICLES (SHV)	22/3/4/50/200	Sigr	n Posting					
SU4/4F1	27	4	0.900	24.30	Recom	mendati	on:				
SU5	31	5	0.821	25.45							
SU6	34,75	6	0.753	26.17	Table 1			6+ AXLE 26 T			
<b>SU7</b> 38.75 7 0.732 <b>28.37</b>						مبطالية		36 T			
38 1 6 52	EMERGENCY VEHICLES (EV)							Permit Load (PL) Anal	lysis **		
	Check b	ox if ratii	ng for EV3	7	Loading Type	GVW (Tons)	No of Axles	Rating Factor	WALLS LAND TO BE THE		
EV2	28.75	2	0.914	26.28	PL 60T	60	6	0.684		41.04	
EV3	43	3	0.700	30.10	PL 65T	65	7	0.647		42.06	
	SEL SESSION	V (*) 51	DELIVER DELIVER.	Line College	SUAL S	1000	Total State	NUMBER OF STREET	217.55.49	BUILD VENT BUILD	

Julia A. Hart \*\* ODOT bridges to be analyzed for permit trucks by policy.

Name

Joel Magalski

BR-100 (01/2024)

2025-03-07

Analysis for permit trucks is optional for non-ODOT bridges and at owner's discretion.

73%

PE

Number

85232

69738

0.73

**Phone Number** 

740-687-5542

740-687-5542

PL Analysis Method

2LMN, Inc.

Email

Joel.Magalski@2LMN.com

Julia.Hart@2LMN.com

Load Factor Rating (LFR)

Report

Date:

Rated By

Reviewed By

**Controlling Legal Load RF** 

AGENCY/FIRM/OFFICE

#### Signature Page

Resolution No. 2025-04.01.n

A Resolution to Change Bridge Load Ratings

(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 Accepting the Bids and Authorizing the Approval Bid Award for the Workforce Center – Economic Development and Medical Lab Spaces

**WHEREAS,** The Board of County Commissioners owns the existing building known as the workforce center at 4465 Coonpath Road in Carroll OH, and plans to perform remodeling and construction work to prepare the building for that intended use; and

**WHEREAS,** the opening of sealed bids on March, 13<sup>th</sup>, 2025, for the Workforce Center- Economic Development and Medical Lab Space resulted in the following base bids, and

•	Gutknecht Construction	\$1,996,000.00
•	Setterlin Construction	\$2,258,800.00
•	Elford	\$2,320,000.00
•	Smoot Construction	\$4,262,799.00

**WHEREAS,** the Facilities Manager and County Administrator have reviewed the bids received and are recommending that a Contract for the construction and renovation of the Workforce Center- Economic Development and Medical Lab Space be awarded to Gutknecht Construction, a responsive and responsible Bidder, for the base bid amount, plus Addendums 1 and 4 for a total of \$2,063,500, and

**WHEREAS,** funds have been placed in the capital projects fund for the specific purpose of the construction and renovation of the Workforce Center and a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the agreement with the Gutknecht Construction, for construction services, as attached, has been approved to form by the County Prosecutor, and

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

**Section 1**. The Board of County Commissioners accepts the bids as presented.

**Section 2.** The Board of County Commissioners approves the attached Construction Agreement in the amount of \$2,063,500.00, with Gutknecht Construction, and authorizes the board president to sign the documents.

4/1/2025 182

# **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the date of execution by the Owner.

(In words, indicate day, month and year.)

#### **BETWEEN** the **OWNER**:

(Name, legal status, address and other information)

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

210 E Main St. Lancaster, OH 43130

#### and the **CONTRACTOR**:

(Name, legal status, address and other information)

# **Gutknecht Construction Co.**

2280 Citygate Drive Columbus, OH 43219

# for the following **PROJECT**:

(Name, location and detailed description)

# **Fairfield County Workforce Development Center-Interior Alterations**

4465 Coonpath Rd NW Carroll, OH 43112

# The **ARCHITECT**:

(Name, legal status, address and other information)

# SHP

312 Plum Street, Suite 700 Cincinnati, Ohio 45202

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

# TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

# ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Bid Documents and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications or Change Orders issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modifications and Change Orders, appears in Article 9.

The terms listed throughout this Agreement and the Contract Documents shall have the same meaning as those in the AIA A201-2017 General Conditions to the Contract.

# ARTICLE 2 THE WORK OF THIS CONTRACT

**2.1 Performance**. The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### 2.2 Subcontracts

The Contractor agrees that it will enter into written subcontractor agreements for all subcontracted work and further all subcontractor agreements shall conform with Ohio Revised Code 153.503(C) and Ohio Administrative Code 153:1-3-02.

# 2.3 Prevailing Wage

This Work under this Agreement shall be subject to Ohio Prevailing Wage requirements, in conformance with Ohio Revised Code Chapter 4115. Each laborer, worker, or mechanic employed by the Contractor, Subcontractor, or other persons performing Work on the Project, regardless of tier, shall be paid not less than the applicable prevailing wage rates for the Ohio county in which the Project is located. The Contractor, its Subcontractors, or other persons performing Work on the Project shall provide all related documentation necessary or requested by the Owner to ensure compliance with Ohio prevailing wage requirements.

# ARTICLE 3 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: *(Check one of the following boxes.)* 

[ X ] The date of execution of this Agreement by the Own
--

[ ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

# § 3.3 Substantial Completion and Final Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ **X** ] By the following date:

Portion of Work	Date
Start of Work	April 2, 2025
Substantial Completion	October 1, 2025
Final Completion	November 5, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

**Substantial Completion Date** 

N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contractor's submitted Base Bid for the project, inclusive of all Allowances, is (\$1,996,000.00) ("Base Bid"). The total Contract Sum, inclusive of the Base Bid, any Allowances, and all accepted Alternates, is (\$2,063,500.00) ("Contract Sum/ Stipulated Sum"), subject to additions and deductions as provided in the Contract Documents.

# § 4.2 Alternates

§ 4.2.1 Alternates, if any, accepted by the Owner and included in the Contract Sum:

Item Price
Alternate No. 1 – Renovation of existing restrooms (men 115, women 116)
Alternate No. 4 – Duct Cleaning \$2,500.00 (Add)

# § 4.2.2

(Paragraphs deleted)
[Not Used.]

(Table deleted)

§ 4.3 Allowances, if any, included in Contractor's Base Bid and the Contract Sum:

(Identify each allowance.)

Init.

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User Notes: (1397314896)

Item Price
Allowance No. 1 – Misc. brick masonry \$20,000.000

repair and repointing

# § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit-Price No. 1 – Misc. brick masonry repair	SQFT	\$69.00/ SQFT
Unit-Price No. 2 – Misc. brick masonry	LFT	\$10.00/ LFT
repointing		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

# § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

At Project Closeout, any unused amounts from the Contingency Allowance will be credited to the Owner.

#### ARTICLE 5 PAYMENTS

# § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment, including all required documentation.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
  - .5 Retainage withheld pursuant to Section 5.1.7.

# § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage shall be in accordance with the Ohio Revised Code, Sections 153.12, .13, and .14. Retainage on labor shall be at the rate of 8% for the first 50% of the Work. Retainage on stored materials shall be 8% until those materials are incorporated into and become part of the Project.

Contractor waives any and all rights it may have relating to the establishment of a separate escrow account for the deposit of retained funds. The Contractor also waives any and all claims it may have to interest on that separate escrow account under Section 153.63(D) of the Ohio Revised Code, or other provisions of law. In consideration thereof, the Owner agrees to keep a separate accounting of the net income and earnings of the investment of the retained funds, if any, and pay such income and earnings to the Contractor on its Final Payment on the Project.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 [Not Used.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

# § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

# § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

0 % zero percent

# ARTICLE 6 DISPUTE RESOLUTION

# § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document (*Paragraphs deleted*) A201–2017.

# § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[ <b>X</b> ]	Litigation in a court of competent jurisdiction, per Section 8.7.
	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

# ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

# § 7.1.1

(Paragraphs deleted)
[Not Used.]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

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User Notes: (1397314896)

# § 8.2 The Owner's representative:

(Name, address, email address, and other information)

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

Jon Kochis, Director of Facilities

Phone: 740-652-79613

Email: jon.kochis@fairfieldcountyohio.gov

# § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

# **Gutknecht Construction**

Jamie Wesent, VP Phone: 614-532-5410

Email: J.Weisent@gutknecht.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

# § 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance of the types and limits of liability, containing endorsements, and subject to the terms and conditions as set forth in the AIA A201-2017 General Conditions of the Contract for Construction and the Supplemental General Conditions enumerated in the Project Manual, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in the AIA A201-2017 General Conditions of the Contract for Construction and the Supplemental General Conditions enumerated in the Project Manual, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>™</sup>−2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

# § 8.7 Other provisions:

# **Governing Law**

This Agreement shall be governed by the law of the place where the Project is located, excluding the jurisdiction's choice of law rules. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

# **Intended Third Party Beneficiary**

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner. It is understood that the Owner shall be an intended third-party beneficiary of all subcontracts/subconsultant agreements and shall be entitled to enforce any rights thereunder for its benefit. The Contractor shall incorporate the obligations of this Agreement into its respective subcontractor/subconsultant agreements.

#### Compliance with Laws

Contractor shall comply with all applicable laws, statues, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Agreement. Constructor will assist the Owner and

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Architect, as needed, in communications with and addressing local government officials with jurisdiction over the Project.

#### Modification

No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

# **Construction of Agreement**

The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the party preparing the document will not be used in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits hereto.

# **Partial Invalidity**

The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

# **Entire Agreement**

This Agreement, together with the other Contract documents, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, communications, representations, and understanding with respect to the Project.

#### Counterparts

The Agreement may be executed in any number of counterparts each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

# **Conflicts of Interest**

Except with Owner's prior knowledge and written consent, Contractor shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgement with respect to the Project.

#### Non-Discrimination

Contractor understands and shall comply with Equal Employment Opportunity requirements as set forth in Sections 153.59 and 153.591 of the Ohio Revised Code, which are summarized as follows:

- 1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, disability or military status, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- 2. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.

#### No Findings for Recovery

The Contractor represents that it is not subject to any unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Contractor will immediately repay to the Owner any funds paid under this Agreement.

# **Ethics**

The Contractor is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

# ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101<sup>™</sup>–2017, Standard Form of Agreement Between Owner and Contractor, as modified;
- .2 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction, as modified;
- .3 Supplemental General Conditions, as enumerated in the Project Manual;
- 4 Owner issued Bid Documents and any related Addenda, including the entirety of the Project Manual and all specifications, incorporated hereto by reference to the extent not inconsistent with this Agreement;
- .5 Drawing & Specifications prepared by the Architect for use on the Project;
- Any modifications issued after the execution of this Agreement, including (i) a written amendment to the Agreement signed by both parties; (ii) a change order; or (iii) a construction change directive.
- .7 Other Exhibits:

Exhibit A: Bid Form

Exhibit B: Bid Guaranty & Contract Bond, ORC 153.571

Exhibit C: Bidder Qualifications

Exhibit D: Non-Collusion Affidavit

Exhibit E: Personal Property Tax Affidavit

Exhibit F: Findings for Recovery Affidavit

Exhibit G: Campaign Contributions Affidavit

Exhibit H: Drug Free Workplace Certification

Exhibit I: Waiver of Escrow Agreement

Exhibit J: Substitution Request Form (if applicable)

Exhibit K: Architect's Electronic Documents Agreement (AIA C106)

Exhibit L: Ohio Prevailing Wage Rates

Exhibit M: Ohio Prevailing Wage – Sample Certified Payroll Report

Exhibit N: Affidavit of Contractor Compliance (for final payment)

Exhibit O: Equal Employment Opportunity Certificate of Compliance

	farlled VP	
OWNER (Signature)	GUTKNECHT CONSTRUCTION GONTRACTOR (Signature)	(Keptific
(Printed name and title)	(Printed name and title)	RPOR
(Date)	(Date)	SEAL® 1978
(Paragraph deleted)		
(Paragraph deleted)		
(Table deleted)		
	Certificate of Funds (ORC 5705.41)	
the contract, obligation, or expendi	ne Owner, hereby certifies that the amount required to meet the obligate ture for the services described in the preceding agreement, has been in the treasury or in the process of collection to the credit of an approp	n lawfully
Dated:	Signed:	povoja
	Signed:  Carri L. Brown, Auditor	

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# General Conditions of the Contract for Construction

# for the following PROJECT:

(Name and location or address)

Fairfield County Workforce Development Center-Interior Alterations 4465 Coonpath Rd NW Carroll, OH 43112

#### THE OWNER:

(Name, legal status and address)

Fairfield County Board of Commissioners 210 E Main St. Lancaster, OH 43130

# THE ARCHITECT:

(Name, legal status and address)

# **SHP**

312 Plum Street, Suite 700 Cincinnati, Ohio 45202

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#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions

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# ARTICLE 1 GENERAL PROVISIONS

# § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

# § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

# § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

# § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

# § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

# § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

# § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

# § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

# § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

# § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

# § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

# § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

# § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

Init.

G202<sup>TM</sup>–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

# ARTICLE 2 OWNER

# § 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

# § 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

#### § 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

# § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

# § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

# ARTICLE 3 CONTRACTOR

# § 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

# § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

# § 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

# § 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

# § 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

# § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

# § 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

# § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

# § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
  - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

# § 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

# § 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

# § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

# § 3.12 Shop Drawings, Product Data and Samples

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

# § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

# § 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

# § 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

# § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

# § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

# § 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

# § 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

# § 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

# § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

# § 5.1 Definitions

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

# § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

# § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

# § 5.4 Contingent Assignment of Subcontracts

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- **§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

# § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- **§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

#### ARTICLE 7 CHANGES IN THE WORK

# § 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

# § 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
  - .1 The change in the Work;
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.

# § 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

# § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

# ARTICLE 8 TIME

# § 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

# § 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

# § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## § 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
  - .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

# § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

## § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

Init.

**User Notes:** 

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

# § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

## § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

## §11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

# § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

## § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

## § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

## § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

## § 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped:
  - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

#### ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

## § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

# § 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

## § 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

# § 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

## § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## § 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## § 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

#### **SECTION 00 73 01 - SUPPLEMENTARY GENERAL CONDITIONS**

#### NOTE:

This section shall serve to supplement, modify, change and/or clarify provisions of the General Conditions (AIA Document A201, 2017 Edition, "General Conditions of the Contract for Construction"). Where an Article of the General Conditions is not modified or a Section is not modified or deleted by these supplements, the unaltered provisions of that Section shall remain in effect. Where items of this section directly conflict with those of the General Conditions, the provisions of this section shall prevail.

**Order of Precedence:** The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

First Priority – Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

Second Priority – This document "Supplementary Conditions to the AIA Document A201-2017 General Conditions of the Contract for Construction" shall be second in priority.

Third Priority – all other AIA documents including, but not limited to, the AIA Document A201-2017 General Conditions of the Contract for Construction and the A101-2017 Standard Form of Agreement Between Owner and Contractor (when utilized) shall be third or lower in priority.

#### **ARTICLE 1: GENERAL PROVISIONS**

#### 1.1.1 THE CONTRACT DOCUMENTS

#### Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond), Contractor's Bid, Performance Bond and Payment Bond, and Contractor Certificates of Insurance.

### 1.1.2 THE CONTRACT

## Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

#### 1.1.3 The Work

(Add the following text to the end of the Section) "The Contractor shall familiarize himself with the Contract Documents and complete the Work intended to be described to the entire satisfaction of the Owner and Architect and shall not avail himself of any manifest error or omission should such exist. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes and customary standards of the construction industry."

### 1.2 Correlation and Intent of the Contract Documents

- **1.2.1.1** (Change) In the second sentence, remove "any law" and insert "Ohio law or any applicable federal law". In the last sentence, remove "by law" and insert "Ohio law or any applicable federal law".
- 1.2.4 (Add) "If the Drawings or Specifications conflict, the Contractor is required to provide the greater quantity or higher quality of Work called for. When a duplication of material, equipment or task occurs in the Drawings or Specifications by assignment of work to separate Prime Contracts, each Prime Contractor shall be deemed to have bid on the basis of each providing such material, equipment or task. The Architect will decide which Prime Contractor shall provide the same and which Prime Contract amount shall be adjusted, for not incorporating such into the Project. However it is highly recommended that these discrepancies be brought to the Architect's attention prior to bidding."
- **1.2.5** (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and

workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- Details of preparations, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of quality so as to accomplish a neat and quality finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be met.
- .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents.
- .4 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in the Contract Documents applicable to other trades."

# 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**1.5.1** (Change) In the first sentence, change "The Architect and the Architect's consultants" to "The Owner" regarding ownership of the instruments of service for this project.

### 1.7 Digital Data Use and Transmission

Delete the original text in this section and replace with the following:

- 1.7.1 (Add) "The Architect and Owner may make the Contract Documents available for use by Contractors for the purpose of facilitating the coordination process in electronic format. These electronic documents remain the Architect's Instruments of Service and shall be for use solely with respect to this Project, as provided in the Standard Form of Agreement Between Owner and Architect. The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document C106-2022 Digital Data Licensing Agreement, as modified, to establish the protocols for the development, use, transmission, and exchange of digital data."
- 1.7.2 (Add) "Where the parties come to agreement per Section 1.7.1, the electronic documents shall be made available in RVT or DWG format, as determined by the Architect. They are available through the Architect's office upon request. A sample of the format will be provided by the Architect upon request by the Contractor, for the purpose of testing the compatibility of the format to Contractor's systems."
- 1.7.3 (Add) "The Architect reserves the right to strip the files of the Project's name and address, the Architect's and the Architect's consultant's name and address, and any professional licenses indicated on the Contract Documents, and all dimensions, verbiage, and statistical information. Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction."
- 1.7.4 (Add) "The Architect shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including Drawings and Specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Architect's consultants to the Architect. The Contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the Contractor incurs from such defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney fees and litigation expenses) attributed to errors or defects in data, information or documents, including Drawings and Specifications, resulting from the Contractor's distribution of electronic documents to other contractors, persons, or entities."

#### 1.8 Building Information Models Use and Reliance

Delete this section in its entirety.

## **ARTICLE 2: OWNER**

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#### 2.1 General

- **2.1.2** (Delete) Delete Section 2.1.2 in its entirety.
- 2.2 Evidence of the Owner's Financial Arrangements:

Delete Section 2.2 and all of its subsections in its entirety.

- 2.3 Information and Services Required of the Owner
- **2.3.1** (Delete the text in this section and replace with the following) "Except for permits, fees, design review fees, inspections, meter costs, licensing, taxes, and other service fees that are assigned to the Contractor as enumerated in Section 3.7.1, the Owner shall secure and pay for any additional easements, assessments and charges not specifically assigned to the Contractor.
- **2.3.3** Delete this section in its entirety.
- 2.3.4 Delete the last sentence of Section 2.3.4. and substitute the following: "The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests."
- **2.3.6** (Add) Add the following text to the end of the section: "The cost of Contractor's reproductions shall be borne by the Contractor at no additional cost to the Owner."
- 2.4 Owner's Right to Stop the Work

Delete the word "repeatedly" from Section 2.4. (Add the following text to the end of the paragraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Section 12.2."

2.5 Owner's Right to Carry Out the Work

(Delete the text in this section and replace with the following) "If the Contractor defaults or neglects to carry out the Work, in any respect, in accordance with the Contract Documents by either (1) failing to commence to correct such default or neglect within 48 hours after receipt of written notice thereof from the Architect or the Owner, (except such period shall be 7 days if the notice is given after final payment), or (2) fails to use its best efforts to continue to correct such default or neglect to the satisfaction of the Owner and Architect, or (3) fails to fully correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, carry out the Work referenced in the written notice to the Contractor; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."

## **ARTICLE 3: CONTRACTOR**

- 3.2 Review of Contract Documents and Field Conditions by Contractor
- 3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site shall be deemed waived. Additionally, by submitting a bid or otherwise entering into this contract, Contractor acknowledges that it has reviewed and understands the contract documents and the work required by those documents. Any claims arising from Contractor's failure to review and understand the contract documents shall be deemed waived.

3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction Documents and applicable laws, statutes, building codes, rules and regulations.

### 3.2.4 Add the following clauses to Section 3.2.4:

- **3.2.4.1 (Add)** If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.
- **3.2.4.2 (Add)** Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.
- 3.2.5 (Add) "Before ordering material or performing any Work, the Contractor shall verify all measurements at the Project site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."
- **3.2.6** (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from approved Shop Drawings with all measurements obtained at the Project Site by the Contractor."
- **3.2.7** (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect. In no case will the Contractor assume that the Drawings are scaled."
- 3.2.8 (Add) "All Contractor inquiries of Owner/Architect shall be in writing and in the form of an RFI (Request for Information). RFI forms can be that of Prime Contractors standard or of a form prepared by the Architect. RFI's are to come direct from the Prime Contractor (not Subcontractor or supplier) and all RFI's are to be numbered and tracked by the Prime Contractor."

#### 3.4 Labor and Materials. Add the following Sections to 3.4:

- **3.4.1** (Add) Contractor must review and comply with the following statutory requirements affecting public construction projects under R.C. 153.01 et seq., as well as any other applicable laws that are not referenced herein.
- **3.4.4** (Add) "Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work."
- (Add) "The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors."

### 3.5 Warranty

**3.5.1** (Delete) Delete the text in this section and replace with the following: "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in

limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
- .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in workmanship or materials.
- .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.
- .4 The Work and materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- .6 All work performed under the terms of this contract will be guaranteed for a minimum period of one (1) year from the date of Substantial Completion.
- .7 Partial occupancy of the premises use of the equipment shall not constitute the beginning of the guarantee period(s), unless agreed to by the Owner in writing."
- **3.5.2** (Add) Add the following sentence at the end of Section 3.5.2: "The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties."
- 3.5.3 (Add) "Upon notice of the breach of the foregoing warranties or guarantees or other warranties or guarantees under the Contract Documents, the Contractor, in addition to other requirements in the Contract Documents, will commence to correct such breach and damage resulting therefrom within 48 hours after receipt of written notice thereof, thereafter will use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except where an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48 hour period shall be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to its other written notice to the Contractor and without prejudice to his other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within 10 days after the date of such notice, the Owner's costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative and legal expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and termination of the Contract."

#### 3.6 Taxes

3.6 (Delete) Delete the text in this section and replace with the following: "Materials purchased for use or consumption with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Tax."

### 3.7 Permits, Fees, Notices and Compliance with Laws

3.7.1 (Delete the text in this section and replace with the following:) "The process of reviewing and the subsequent awarding of a Building Permit can take an extended period of time, depending on a Building Department's current workload. Realizing that a delay in this process may delay the final completion date of the Work if it is not applied for until after the Contractor is awarded the Contract, the Architect shall expedite the Building Permit process by submitting a general Building Permit Application with the required number of Contract Documents to the appropriate Building Department. The submittal for general Building Permit in no way alters the Contract between the Owner and the Contractor, nor does it relieve the Contractor of his or her responsibilities concerning the terms of General Conditions. The Owner shall pay for the General Building Permit. The Contractor shall secure and pay for all other permits, design review fees, inspections, meter costs, licensing, taxes, and other service fees required by authorities having jurisdiction for work related to each specific Contract unless specifically noted otherwise in Contract Documents. Contractor is responsible for scheduling all inspections and must notify Architect in writing of any design modifications required by local jurisdiction. Contractor shall be responsible for all additional costs resulting out of improper notifications as it relates to Owner, Architect, or other Prime Contractors."

#### 3.7.4 Concealed or Unknown Conditions

SUPPLEMENTARY GENERAL CONDITIONS

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Replace "14 days" with "7 days".

#### 3.8 Allowances

### 3.8.3 Make the following change to Section 3.8.3:

Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

**3.8.4 (Add)** The Contractor shall promptly submit to the Owner, upon request, an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

## 3.9 Superintendent

3.9.4 (Add) "The Contractor's superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a superintendent from the Project whose performance is not satisfactory, and to replace the superintendent with a superintendent who is satisfactory to the Architect and Owner. The Contractor shall be required to have a full-time superintendent on the Project every day during the course of the Project."

#### 3.10 Contractor's Construction and Submittal Schedules

3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the work "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

- 3.10.4 Add the following Sections to 3.10: "At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during the last thirty (30) days of the scheduled Contract Time the Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time."
- **3.10.4** (Add) "The construction schedule shall be in form as prescribed or approved by the Architect."
- If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

## 3.11 Documents and Samples at the Site

3.11 Insert the following sentence at the end of Section 3.11: "The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement."

#### 3.12 Shop Drawings, Product Data and Samples

**3.12.5** (Add the following to the end of this paragraph) "Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action."

## 3.15 Clean Up

3.15.2 Delete Section 3.15.2 in its entirety and substitute the following: "If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

Any materials, tools, supplies, or other personal property left by the Contractor shall be deemed abandoned property and the Owner shall have no obligation to hold or store the property on behalf of Contractor and may dispose of the abandoned property as if it were property of the Fairfield County Park District. Provided, however, that prior to treating property as abandoned and disposing of it, Owner must first provide Contractor with 10 days notice of its intent to do so. If any materials, tools, supplies or other personal property belong to a subcontractor, then Contractor is obligated to communicate this notice to its subcontractor immediately."

**A**dd the following Section to 3.15: "In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial Completion will not be issued until the Contractor has met this obligation."

#### 3.18 Indemnification

- 3.18.1 (Delete the text in this section and replace with the following) "To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the performance of the Work, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other Contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, and claims related to the removal, handling or use of hazardous materials. The Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."
- 3.18.3 (Add) "The Contractor will be held responsible for all damage to the Work under construction during the performance and until Substantial Completion and acceptance, even though partial payments have been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding, or enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees. The Contractor covenants and agrees to pay all damages for injury to real or personal property or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his Subcontractors or their employees."

## 3.19 (Add) "Underground Utility Facilities"

"The Contractor, at least two (2) working days prior to commencing construction in an area which may involve underground utility facilities, shall give notice to the Owner, to the registered underground utility protection services, and the Owners of underground utility facilities shown on the Drawings and Specifications. The Contractor shall immediately alert the Owner, the occupants of any premises near the Work, and the Architect as to any emergency that it may create or discover. The Contractor shall notify the Owner, the operator of the underground facility, and the Architect of any break or leak in the utility lines or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation."

#### 3.20 (Add) "Lien Waivers and Notices of Commencement"

"The Contractor will obtain from all its Subcontractors and suppliers, regardless of tier, a lien waiver, at the time they submit for final payment for all labor, materials, equipment, and/or supplies provided for the Project, of all lien rights they have with respect to the Project in the form of the Lien Waiver included in the Contract Documents or in such other form requested by the Architect and immediately deliver a copy of the executed lien waivers to the Architect with Final Request for Payment. The Contractor will provide all Subcontractors and suppliers a copy of its Bid Guaranty and Performance Bond/Contract Bond. By entering into an agreement to provide labor, materials, equipment and/or supplies for the Project, such Subcontractors and suppliers agree to provide such lien waiver to the Contractor. Upon

receipt of Notices of Furnishing, the Contractor will deliver copies of the Notices of Furnishing to the Owner."

#### **ARTICLE 4: ARCHITECT**

### 4.2 Administration of the Contract

- **4.2** (Change) In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".
- **4.2.1** (Add the following text to the end of the first sentence) "...and with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Article 12."
- **4.2.2** In the first sentence of Section 4.2.2 strike the word "generally".
- **4.2.3** In the first sentence of Section 4.2.3 strike the work "reasonably".
- **4.2.4** Delete the last sentence of this paragraph.
- **4.2.5** Add the following sentence at the end of Section 4.2.5:

"The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt."

**4.2.7** Delete the first sentence of Section 4.2.7 and substitute the following:

"The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents."

Modify the second to last sentence by removing it in its entirety and replacing it with the following: The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures, unless the Architect has established the required construction means, methods, techniques, sequences, or procedures, or the Contract Documents require such approval.

- **4.2.8** Make the following change to Section 4.2.8:
  - "In the first sentence, after the word Architect add ", in consultation with the Owner,".
- **4.2.10** Add the following at the end of the last sentence: "as set forth in the Owner-Architect Agreement."

## **ARTICLE 5: SUBCONTRACTORS**

- **5.3.1** (Add) "All subcontracts are to be in writing, and the Contractor shall be responsible to forward copies to the Owner upon request."
- 5.4 Contingent Assignment of Subcontracts: This section is removed in its entirety and replaced with the following:

Emergency Contracts with Subcontractors:

"In the event that the general contractor fails to fulfill its contractual obligations and the performance bond has failed to provide an adequate remedy, Owner has the right to execute emergency contracts with subcontractors to ensure continuation of the work, provided that doing so is in compliance with the laws, rules, and procedures governing emergency contracting authority for Owner, and the emergency contract terms comply with all other applicable laws, rules, and procedures."

#### ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

## 6.2 Mutual Responsibility

**6.2.3** (Delete the second sentence and replace with the following) "Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Article 15. If such other Contractors initiate legal or other proceedings against the Owner on account of damage

alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor. The Contractor, by execution of this Contract, agrees and fully understands the risks and responsibilities associated with this mutual responsibility and has bid accordingly. All costs incurred by the Owner and/or Architect resulting from Contractors filing claims against the Owner for damages caused by another Contractor, shall be borne by that Contractor filing claim."

**6.2.4** Delete the word . . . "wrongfully" . . . in this section.

### **ARTICLE 7: CHANGES IN THE WORK**

#### 7.1 General

7.1.2 In Section 7.1.2 remove the work "alone" and insert "with approval by the Owner".

## 7.2 Change Orders

**7.2.2** (Add) "Change orders shall be executed on AIA Document G701-2017. Methods used in determining adjustments to the Contract Sum shall be those listed in Section 7.3.3."

(Add) "A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time."

### 7.3 Construction Change Directives

- 7.3.4 In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."
- **7.3.5** (Revise the Section 7.3.5 to read as follows) . . . "If the Contractor disagrees with the adjustment in the Contract Sum or Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15."
- 7.3.7 Delete the word "recorded" and replace it with "processed".
- **7.3.8** (Revise the last sentence of Section 7.3.8 to read as follows) . . . "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change."
- 7.3.9 Delete Section 7.3.9 in its entirety and substitute the following: "Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order."
- 7.3.10 Add the following sentence to the end of Section 7.3.10: "The Parties will utilize their best efforts to issue a change order within 60 days of agreement being reached, but failure to do so will not give rise to grounds for contract cancellation, penalties, or any other cause of action."
- 7.311 (Add) "In Section 7.3.7, the allowance for overhead and profit for a change directive issued under this Article included in the total cost to the Owner shall not exceed the following schedule:
  - 1. For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
  - 2. For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontract.
  - 3. For each Subcontractor or Sub-Subcontractor involved, for any Work performed by the Subcontractor's own forces, fifteen percent (15%) of the cost.

- 4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.
- 5. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foreman (such as general foremen, superintendent, project manage, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of the AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.
- 6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment, and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable). Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.
- 7. Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.
- 8. Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.
- 9. Under no circumstances is Contractor permitted to charge for the passage of time (often referred to as general conditions or winter conditions) without an identified, itemized, and concretely provable cost borne by Contractor. Contractor has a duty to mitigate costs during a delay period to the fullest extent possible and Contractor will not be paid for costs that could have been mitigated. Calculating a daily delay rate without properly identifying, itemizing, and proving actual, unmitigateable costs, is prohibited. Contractor understands and accepts that it has the responsibility to prove that costs could not be mitigated prior to submitting a request for payment.
- 7.3.15 (Add) "In order to facilitate review of quotations for additions or deducts, proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

## 7.4 Minor changes to Work.

Insert the following sentence at the end of Section 7.4: "Contractor may request that Architect provide written confirmation that Owner has agreed to the minor change, and if requested, Architect will provide it."

# **ARTICLE 8: TIME**

# 8.2 Progress and Completion

8.2.4 (Add) "If the Architect determines that the Contractor is not cooperating or coordinating its work properly with other Contractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT MORE THAN FORTY-EIGHT HOURS AFTER RECEIPT OF NOTICE OF SUCH DETERMINATION, OR SUCH OTHER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE ARCHITECT, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES TO THE SATISFACTION OF THE ARCHITECT AND THE OWNER, AND (3) IF THE ARCHITECT INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE

ACTION, THE CONTRACTOR IMMEDIATELY WILL TAKE SUCH CORRECTIVE ACTION, including, but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such action will be taken and continued uninterrupted without waiting to initiate any dispute under the General and Supplementary General Conditions of the Contract for the Project or the resolution of any dispute initiated thereunder."

**8.2.5** (Add) "The Contractor, (1) will cooperate with the Architect by providing timely information for the scheduling of the times and sequence of the operations required for the Work to be substantially complete as required by the Contract Documents, (2) will continuously monitor the current progress schedule so as to be fully familiar with the timing, phasing, and sequence of the operations of the Work and to the other Work on the Project, and (3) will execute the Work in accordance with the requirements of the current progress schedule."

## 8.3 Delays and Extensions of Time

- 8.3.1 (Delete the text in this paragraph and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the, (1) Architect or the Owner, (2) physical damage to the Project over which the Contractor has no control, (3) labor disputes beyond the control of the Contractor, and (4) unusually severe weather conditions not reasonably anticipatable (temperature, rain, or other precipitation within a range of twenty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees to not make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."
- **8.3.3** (Delete the text in this paragraph and replace with the following) "The Contractor's sole remedy in the event of a delay shall be an extension of time, and in such event, the Contractor shall not be entitled to any damages."

#### **ARTICLE 9: PAYMENTS AND COMPLETION**

## 9.1 Contract Sum

**9.1.2** Add the following sentence to the end of Section 9.1.2: "Any equitable adjustment of unit prices must be processed as a change order to the contract"

### 9.2 Schedule of Values

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect. Remove the last sentence in its entirety and replace it with the following: "Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect or owner may require. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment."

(Add the following to the end of this paragraph) "Progress payments and retainage provisions shall be in accordance with the provisions of the Ohio Revised Code pertaining to this matter. The form of the Contractors' Applications for Payment shall be as approved by the Owner."

## 9.3 Applications for Payment

9.3.1 (Delete the text in this paragraph and replace with the following) "Applications for Payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payment falls due, the Contractor shall submit to the Architect, in triplicate, an itemized Application for Payment, notarized,

and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. The form of Application for Payment shall be AIA Document G702-1992 - Application and Certificate for Payment, supported by AIA Document G703-1992 - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet (G703) shall be prepared the same as in the Schedule of Values submitted by the Contractor. Provided the Contractor's payment application has been submitted on a timely basis and is complete, the Owner will pay the Contractor within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be entitled to payment to the extent such approval is given. Payment and retainage shall be as described in the Owner-Contractor Agreement. Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders."

- 9.3.1.1 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor shall submit with each monthly Application for Payment, 1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver or such other form as the Architect may require."
- **9.3.1.2** (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor immediately will supply the Architect with such information as may be requested so as to verify the amounts due the Contractor including, but not limited to, original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and materialmen have been paid to them."
- 9.3.1.3 (Add) "Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage eight (8%) of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full."
- **9.3.1.4** (Add) "The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons."
- 9.3.2 (Add the following to the end of this paragraph) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:
  - .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
  - .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
  - .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the Work.
  - .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
  - .5 Evidence that the Architect has visited the Contractor's place of storage and checked all items on the Contractor's certificate. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
  - .6 Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.
  - .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.
    - a Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.
  - .8 Contractors Application for Payment shall reflect an equal percentage amount (within 2 3 percent)

- for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.
- .9 If the Contractor disputes a determination by Architect with regard to Applications for Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work."

#### 9.4 **Certificates for Payment**

- 9.4.1 After the phrase "in the full amount of the Application for Payment," insert the phrase "less any retainage withheld pursuant to Section 9.3.1.3,".
- **9.7 Failure of Payment.** Change "seven days" to "forty-five days".

## 9.8 Substantial Completion

- **9.8.1** After the words "Contract Documents", insert the following: ...."and when all required occupancy permits, if any, have been issued".....
- (Add the following at the end of this paragraph) "At the time the Architect commences the Substantial 9.8.3 Completion inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 14 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion inspection. The Architect will invoice the Owner for (1) The cost of inspections between the termination of the initial Substantial Completion inspection and the commencement of the satisfactory Substantial Completion inspection, (2) The cost of inspection or review after the 14 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."
- 9.8.4 (Add) Add the following at the end of this section: "The Architect shall stipulate the time for the Contractor to complete all items on the list accompanying the Certificate of Substantial Completion, such time shall not be greater than the number of days in Section 01 10 00 and the Bid Form. The Contractor shall complete items on the list within the stipulated period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense. ."
- **9.8.5.1 (Add)** "The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims."
- **9.8.6** (Add) "The Contractor shall guarantee all work performed under terms of this Contract for a minimum period of one (1) year from the date of Substantial Completion of the Work."

## 9.10 Final Completion and Final Payment

- 9.10.1 Add the following to the end of Section 9.10.1: "If Architect is required to perform more than one inspection under this subsection, Contractor shall be responsible for paying the Owner for the cost of the additional inspection, which will be paid by Owner to Architect, at the hourly rate established in the contract between Owner and Architect."
- **9.10.2** (Delete) In the first sentence, delete "for which the Owner or the Owner's property might be responsible for encumbered (less amounts withheld by Owner)."

(Add the following at the end of this paragraph) "The Contractor shall furnish such evidence as may be necessary to show that any out-of-state Subcontractor or supplier has fully met the requirements of

payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706-1994 - Contractor's Affidavit of Payment of Debt and Claims.
- .2 Release of liens as required under this Paragraph shall be in the form of AIA Document G706A-1994 - Contractor's Affidavit of Release of Liens.
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707-1994 - Consent of Surety to Final Payment.
- .4 Submit releases and final unconditional waivers of lien from major Subcontractor and supplier.
- .5 Submit certification stating that no materials containing asbestos were incorporated into the Work.
- .6 Submit certification that all punch list items have been completed."
- 9.10.3.1 (Add) "Unless and to the extent final completion is delayed through no fault of the contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect."
- 9.10.4 (Delete) In the first sentence, delete the word "The" and replace it with "Unless and until the Contractor makes a subsequent Claim against the Owner the".

(Add) Add the following as the last sentence. "Neither the Owner's offer of a final payment nor its acceptance by the Contractor shall legally prevent or limit the Owner's right to assert any and all counterclaims in litigation filed by the Contractor as allowed in Section 15.1.8."

### **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

### 10.2 Safety of Persons and Property

- **10.2.1** (Add the following after Paragraph 10.2.1, subparagraph .3):
  - ".4 Protect excavations, trenches, buildings, and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the Contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
  - .5 Provide protection for the Work against wind, storms, cold, or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify the Architect.
  - .6 Provide shoring and bracing required for safety and for the proper execution of the Work and have same removed when the Work is completed.
  - .7 Protect, maintain, and restore benchmarks, monuments, and other reference points affected by this work. If benchmarks, monuments, or other reference points are displaced or destroyed, the benchmarks, monuments, and/or reference points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work."

### 10.2.8 Injury or Damage to Person or Property

- 10.2.8 (Change) In the first sentence, delete "within a reasonable time" and substitute "immediately".
- 10.2.9 (Add) "The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees, or guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities."
- 10.2.10 (Add) "The structure is designed to be self-supporting and stable after the Work is fully completed. Except as otherwise provided in Section 3.3.1 with respect to certain sequencing, it is solely the Contractor's responsibility to determine erection procedures and sequence, and to insure the safety of the building and its component parts during erection. This includes, but is not limited to, the addition of whatever temporary bracing, guys, or tie-downs might be necessary. Such material shall be removed and remain the Contractor's property after completion of the Work."
- **10.2.11** (Add) "Asbestos products of any kind are not allowed in this Project."

#### 10.3 Hazardous Materials

## **SUPPLEMENTARY GENERAL CONDITIONS**

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- **10.3.3** (Delete) Delete Section 10.3.3 in its entirety.
- 10.5 (Add) "Project Safety Program"
- (Add) "Each Contractor will develop a written safety and health plan for the Project ("Plan"), applicable to all Contractors and their Subcontractors and suppliers, regardless of tier, and will designate an individual on its staff, who will have responsibility to implement the Plan ("Project Safety Coordinator"). Such implementation will include inspections of the Project Site at least once each week during major construction activity, and notification of employers of hazardous conditions and noncompliance with the Plan. The Plan will conform to all OSHA statutory or regulatory requirements now or hereafter in effect. Each Contractor will provide a copy of the Plan to the Architect for reference."

#### **ARTICLE 11: INSURANCE AND BONDS**

#### 11.1 Contractor's Insurance and Bonds

- **11.1.1** After the word "companies" in Line 4, add the following Phrase. . . "Rated A++, A+, A, or A- by Best's Insurance Reports and ". . .
- **11.1.1** (After the phrase "Contract Documents" in Line 6 add the following:)
  - ".1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
    - a. Premises' Operations (including X, C, and U coverages as applicable)
    - b. Products and Completed Operations
    - c. Contractual including specific provisions for the Contractor's obligations under Section 3.18
    - d. Any owned, non-owned, and hired motor vehicles
    - e. Broad Form Property Damage including Completed Operations
    - f. Personal Injury Liability, coverages A. B. and C. with Fellow Employee Exclusion deleted
    - g. Stopgap liability for \$100,000.00 limit.
      - n. Umbrella Excess Liability. Minimum limit of \$2,000,000.00, except that if the initial Contract Sum is \$300,000 or less, the Contractor does not have to provide umbrella excess liability coverage.
    - i. An endorsement (CG2010) including the Owner as an additional insured.
  - .2 The Contractor's Commercial Liability Insurance shall be written on an occurrence basis, if reasonable available. However, if the general liability coverages are provided by a Commercial Liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two years after the termination date of coverages required to be maintained after Final Payment, certified in accordance with Section 9.10.2.
  - .3 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits."
  - .4 "The insurance required by Section 11.1.1 shall be written for not less than the following, or as required by law, whichever is greater."
    - ".1 Workers' Compensation:
      - a. State: Statutory
      - b. Applicable Federal (e.g., Longshoremen's): Statutory
      - c. Employer's Liability: Statutory
    - .2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:
      - a. \$1,000,000 single limit / \$2,000,000.00 aggregate limit.
    - .3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, nonowned, and hired automobiles used in connection with the Work, with the following minimum limits:
      - a. Bodily injury (including death) and property damage with a combined single limit of \$1,000,000.00.
      - b. The Contractor shall maintain the foregoing coverage for not less than the duration of the warranty period. The foregoing policy limits may be provided in conjunction with an umbrella policy. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period."

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- .5 "The Contractor shall submit to the Architect a copy of Certificate of Insurance for the Architect's review and the Owner's approval prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance. The form of certificate preferred is AIA Document G715, Supplemental Attachment for ACORD Certificate of Insurance. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner, the Architect, their respective board members, employees, agents, and consultants (and their consultants employees and agents) as additional insureds, and shall contain the following statement: It is hereby agreed that the Owner and the Architect will be notified 60 days prior to the cancellation of, expiration of, material alteration of, and/or the election not to renew any insurance policy evidenced by this certificate."
- .6 "The Contractor shall require all Subcontractors to provide Workers' Compensation, Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."
- .7 "The Contractor shall not commence work under the Contract until he has obtained all insurance required under this heading and such insurance has been approved by the Owner; no such work shall be commenced until the Contractor has filed with the Architect two copies of the necessary certificates evidencing that all required insurance in the requisite amounts, placed with satisfactory carriers, has been obtained. Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the Architect. Failure to renew and file new certificates with the Architect shall be just cause to withhold periodic payment request until these requirements are met. All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed."
- **11.1.2.1** (Add) "All performance bonds, if required, shall name the Owner as Obligee and shall include the following conditions:
  - .1 Each selected Bidder shall provide a bond covering the faithful performance of the Contract. Bond shall be in the amount of 100% of the Principal's bid plus accepted alternates stated in dollars and cents. A percentage is NOT acceptable.
  - .2 For bidders who provided the Bid Guaranty and Contract Bond with their bid, their form of bond shall be the Bid Guaranty and Contract Bond as described in the Supplementary Instructions to Bidders. (Bid Guaranty and Contract Bond Form is attached).
  - .3 Bidders who provided a certified check, cashier's check, or irrevocable letter of credit as bid security shall furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57. The Owner shall be named as Obligee on the Contract Bond.
  - .4 Contract Bond shall be supported by credentials showing the power of attorney for the attorney-in-fact of the Surety.
  - .5 The Bid Guaranty and Contract Bond and, if used, the Contract Bond, shall be signed by an authorized agent of an acceptable surety bonding company and by the bidder. The bond shall be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. Provide certification as described in the Instructions to Bidders. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves, and soundness of investments.
  - .6 Bond(s) shall be executed on a form specifically meeting all provisions of the Ohio Revised Code Section 153.57 and others as applicable. Said conformance shall be specifically noted clearly on face of the bond
  - .7 Furnish, along with the Bond, a Certificate of Compliance from the Ohio Department of Insurance certifying that the surety is authorized to transact business in the State of Ohio."

### 11.2 Owner's Insurance

- 11.2.1 (Change) Delete the second sentence of this provision and replaced with: "The Owner is a self-insured entity in alignment with the requirements of the Ohio Revised Code. The Owner understands its obligation to provide insurance, either through a purchased policy or through a qualified self-insurance program, in the amount of 100% of the insurable value of the completed Project."
- 11.2.2 (Delete) Delete Section 11.2.2 in its entirety and replace with the following: "Owner's coverage will cover 100% of the replacement cost of loss or damage to Owner's property during construction including loss or damage by fire, lightning, wind, water, vandalism and malicious mischief, items of labor and materials connected therewith including materials in place or stored on the site of the structure insured, which are to be used as part of the permanent construction including surplus materials, shanties, protective fences, or temporary structure, miscellaneous materials and supplies, incident to the work and such scaffolding, staging, towers, forms, and equipment as are now owned or rented by the Contractor, the cost of which is included in the cost of the Work, and all other perils covered by a standard "all risk" or "open perils" Builder's

Risk policy. This coverage shall insure the Owner's interest and shall also include the interest of the Contractors during course of construction until completed and accepted by the Owners. This insurance is not intended to cover and will not cover machinery, tools, and equipment which will not be a permanent part of the Project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment. Any loss insured under Paragraph 11.2 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Owner, as trustee, will have the power to adjust and settle any loss with its insurers."

- 11.2.3 (Delete) Notice of Cancellation or Expiration of Owner's Required Property Insurance. Delete this Section 11.2.3 in its entirety.
- 11.4 (Delete) Loss of Use, Business Interruption, and Delay in Completion Insurance. Section 11.4 is deleted in its entirety.
- 11.5 Adjustment and Settlement of Insured Loss.
- **11.5.1** (Delete) Delete section 11.5.1 in its entirety.
- 11.5.2 (Change) Delete Section 11.5.2 in its entirety and substitute the following: "Prior to settlement of and insured loss, the Contractor shall notify the parties of the terms of the proposed settlement in writing as well as the proposed allocation of the insurance proceeds. The parties shall have 14 days from the receipt of notice to object. If no objection is made, the Contractor shall proceed as proposed and allocate the settlement accordingly. If such objection is made, the dispute shall be resolved as provided in Section 15.4. The Contractor, in that case, shall make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution. Any work to repair the damage will be incorporated into the contract as a change order."

### **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

### 12.2.1 Before Or After Substantial Completion

(Rename Section heading and delete the text in this Section and replace with the following) "Within 48 hours after written notice from the Architect or the Owner (except such period shall be seven days when notice is given after Final Payment) that the Work does not conform to the Contract Documents, or immediately upon oral notice, if the non-conformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, 1) shall commence to correct such non-conformance, 2) shall thereafter use its best efforts to correct such non-conformance to the satisfaction of the Architect and the Owner, and 3) except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the non-conformance is eliminated to the satisfaction of the Architect, and the Owner within seven days of such notice. The Contractor shall bear all costs of correcting the non-conformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Section 12.2.1 may be given at any time. It is the intent that the obligations under this Section 12.2.1 shall continue to apply after Final Completion and Final Payment."

- **12.2.2 After Substantial Completion** (Delete this heading and Section 12.2.2.1 in its entirety).
- **12.2.2.2** Renumber this section to 12.2.1.2.
- **12.2.2.3** Renumber this section to 12.2.1.3

### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 Governing Law
- **13.1.2** (Add) "Jurisdiction. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court, **Fairfield County, Ohio**, and each party hereby expressly consents to the jurisdiction of such court."
- 13.4 Tests and Inspections
- **13.4.1** (Change) In the last sentence, remove the phrase "so require" and insert in its place "prohibit delegation of the test to Contractor".

- (Delete) Delete the text in this section and replace with the following: "Certificates of inspection, testing, or approval, as required by Sections 13.4.1 or 13.4.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."
- **13.5 (Delete) Interest.** (Delete this Paragraph in its entirety. References to Paragraph 13.5 elsewhere in the Contract Documents shall also be deleted).
- **13.6** (Add) Workers Compensation. The Contractor shall provide proof of compliance with Ohio Workers' Compensation laws and regulations.
- 13.7 Contractor's License. "All persons desiring to perform contractual work in the State of Ohio must be in compliance with Ohio Revised Code Section 153.02 which provides for how contractors may be debarred from receiving contract awards for public improvement projects."
- 13.8 (Add) "Construction"
- **13.8.1** (Add) "The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement."
- 13.9 (Add) "Approvals"
- (Add) "Except as may be expressly provided herein, the approvals and determinations of the Owner or Architect will be subject to the sole discretion of the respective person and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor will have the burden of proving that it was not made in good faith by a preponderance of the evidence."
- **13.10** (Add) "Partial Invalidity"
- 13.10.1 (Add) "If any term or provision of this Agreement is found to be illegal, unenforceable or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision."
- 13.11 (Add) "Delinquent Personal Property Tax Affidavit"
- **13.11.1** (Add) "The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein."
- 13.12 (Add) "Entire Agreement"
- **13.12.1** (Add) "This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings."

# ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

(Delete the entire contents of this Article (14.1 through 14.4) and replace with the following:

- 14.1 (Add) "Default of the Contractor"
- **14.1.1** (Add) "Events of Default: Each of the following constitutes an event of default of the Contractor:
  - .1 The failure of the Contractor, (1) to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or (2) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, (3) except where an

- extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.
- .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."
- **14.1.2** (Add) "Owner's Remedies: Upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:
  - .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
  - .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum;
  - .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
  - .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."
- (Add) "Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expensive of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be the final determination of the amount owed, except for sums coming due thereafter. The obligations under this paragraph will survive the termination of this Agreement."
- **14.1.4** (Delete) Delete clause 14.1.4 in its entirety.
- 14.2 (Add) "Default of the Owner"
- **14.2.1** (Add) "Events of Default: Except for the failure to pay the Contractor which will be subject to the terms of the General Conditions and Supplementary General Conditions of the Contract, the following constitutes the exclusive event of default of the Owner:
  - .1 The failure of the Owner to perform its obligations under the Contract Documents and to correct such failure within 90 days after written notice thereof from the Contractor."
- (Add) "Contractor's Remedies: Upon the occurrence of an event of default by the Owner, unless the Owner admits in writing that it is in default, except as expressly provided in the General Conditions or the Supplementary General Conditions of the Contract, the Contractor's sole and exclusive remedy will be to submit the dispute to the Architect for its decision under Article 4.2 of the General and Supplementary General Conditions of the Contract for the Project, and then provided the Contractor is entitled to do so under the terms of the Contract Documents to litigate the dispute. If the Owner admits in writing that it is in default, then the Contractor will be entitled to remedies which it would otherwise have at law or in equity."
- 14.2.4 (Delete) Delete Section 14.2.4 in its entirety and substitute the following: "If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract."
- 14.3 (Add) "Termination for the Convenience of the Owner"
- **14.3.1** (Add) "The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner's convenience."
- 14.3.2 (Add) "Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner's convenience, the Contractor will (1) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (2) take

reasonable and necessary action to protect and preserve the Work, and (3) unless otherwise directed by the Owner, terminate agreements with Subcontractors and suppliers."

- (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in Section 14.1 of these Supplementary General Conditions, the Owner will pay the Contractor, (1) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, (2) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under Section 7.3.3, (3) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under Section 7.3.3, (4) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and other costs incurred by the Contractor directly as a result of the termination of the Contract."
- 14.3.4 (Add) "If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in Section 14.2 of these Supplementary General Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under Section 14.2."
- **14.3.5** (Add) "The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination."

## 14.4 Termination by the Owner for Convenience

- 14.4.1 (Delete) Delete Section 14.4.1 in its entirety and substitute the following: "The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice."
- 14.4.3 (Delete) Delete Section 14.4.3 in its entirety and substitute the following: "In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above."
- 14.5 (Add) "Fiscal Year Funding. Work performed under this Contract may continue in the succeeding fiscal year contingent upon funds being appropriated by Fairfield County Board of Commissioners for this Work under Ohio Rev. Code 5705.41(D)(1). In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after December 31."

## **ARTICLE 15: CLAIMS AND DISPUTES**

#### 15.1 Claims

15.1.2 (Delete) Delete Section 15.1.2 in its entirety and substitute the following: "The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and in compliance with any applicable statute of limitations provided within the Ohio Revised Code."

### 15.1.6 Claims for Additional Time

- **15.1.6.1** (Delete) Delete the text in this paragraph and replace with the following: "If claims for additional time are submitted by the Contractor and are substantiated as per Contract requirements, a Change Order extending Contract Time only will be issued by the Architect. However, under no circumstances will the Contractor be entitled to any damages or additional compensation related to or for Contract Time extensions or delays."
- 15.1.6.2 (Delete) Delete the text in this paragraph and replace with the following: "Claims for additional time based on adverse weather conditions will be considered only if the Contractor provides evidence that monthly precipitation and temperature averages vary significantly from those of the norm. The norm shall be defined as those monthly precipitation and temperature averages indicated by the National Oceanic and Atmospheric Administration averaged over the past 30 years, at the location closest to the site. Weather conditions will be considered for all months affecting the critical path, and determined once the critical path is no longer affected by weather conditions. Both, months with conditions better than the norm, and those with adverse conditions will be considered in summation of the delay. Notifications of delay to be in accord

with related articles of General Conditions."

**15.1.8** (Add) "Counterclaims. In the event that Contractor makes a claim, Owner reserves the right to make a counterclaim and will not be barred from doing so even if final payment has been made."

#### 15.2 Initial Decision

- **15.2.1** (Change) In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation" and remove the phrase "binding dispute resolution" and replace it with "or litigation".
- **15.2.5** (Delete) Delete the last sentence in Section 15.2.5 and substitute the following: "Approval or rejection of a claim by the initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6."
- (Delete) Delete this section in its entirety and replace with the following) "Either party may, within 30 days from the date of receipt of an initial decision, make a demand in writing for mediation. If such a demand is not made by either party with 30 days after receipt thereof, then both parties waive their rights to mediate with respect to the initial decision."
- **15.2.8** (Delete) Delete Section 15.2.8 in its entirety.

#### 15.3.1 Mediation

- **15.3.1** (Change) Delete "shall" and replace with "may." Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."
- **15.3.2** (Change) Delete section 15.3.2 in its entirety and substitute the following: "The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement."
- **15.3.3** (Delete) Delete Section 15.3.3 in its entirety.
- **15.3.3** (Delete) Delete the last sentence of this Section 15.3.4.

#### 15.4 Arbitration

(Delete) Delete Section 15.4 in its entirety. Arbitration is not applicable to this Project.

#### (Add) "ARTICLE 16: EQUAL OPPORTUNITY"

- 16.1 (Add) "Policies of Employment"
- (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination."
- **16.1.2** (Add) "The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

## **END OF SECTION 00 73 01**

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#### (Advertisement)

#### FAIRFIELD COUNTY COMMISSIONERS

210 East Main Street Lancaster, OH 43130

# INVITATION TO BID for the FAIRFIELD COUNTY WORKFORCE DEVELOPMENT CENTER INTERIOR ALTERATIONS

Pursuant to ORC 307.87

The Fairfield County Commissioners are requesting bids for the Interior Alterations at the Fairfield County Workforce Development Center located at 4465 Coonpath Rd NW, Carroll, Ohio. The proposed area within the existing single-story pre-engineered metal building is approximately 14,616 S.F. in size. Qualified Bidders shall have until **2:00 P.M March 13, 2025** to submit their bids to Jon Kochis, Facilities Director, 210 East Main Street, Room 300, Lancaster, Ohio, 43130. Bids will be publicly opened and read at 2:00 P.M on February 27,2025 in the 3rd floor Commissioners Hearing Room, 210 East Main Street, Lancaster, Ohio.

Prospective Bidders are encouraged to attend a Pre-Bid Conference on Thursday February 20, 2025 at 11:00 a.m., to be held at the jobsite located at 4465 Coonpath Rd NW, Carroll, OH 43112.

Bids shall comply with the standards set forth in the Contract Documents posted for download on the Fairfield County website at: <a href="www.co.fairfield.oh.us/bids">www.co.fairfield.oh.us/bids</a>. Printed copies are also available for review in the County Commissioners Office, 3rd Floor, 210 East Main Street, Lancaster, Ohio, during normal business hours if bidders cannot download the files. Each bid must be submitted in a sealed envelope, accompanied by a bid guarantee and attachments described in Contract Documents, and clearly marked on the outside of the envelope "Bid for FCWDC - INTERIOR ALTERATIONS".

The Facilities Director, County Administrator, Architect, and County Commissioners will evaluate all bids submitted to determine the lowest and best bid. The Fairfield County Commissioners reserve the right to reject any and all bids in response to this Invitation to Bid (ITB), and to waive any irregularities, nonconformities, or noncompliance with the terms of the Contract Documents. The Fairfield County Board of Commissioners is an Equal Opportunity Employer. Bidders are required to certify equal employment opportunity and drug-free workplace, among other certifications required in the Contract Documents.

This is a State Prevailing Wage Project.

The Architect's estimate of cost is \$2,480,676

Board of Commissioners of Fairfield County Ohio

By: Jon Kochis, Facilities Director

Publication Dates: February 12, 2025

February 19, 2025 February 26, 2025

End

4/1/2025 254

**DOCUMENT 00 41 16 - BID FORM** 

## Fairfield County Workforce Development Center INTERIOR ALTERATIONS

SUBMITTED BY:	Gutknecht Construction	
	(CONTRACTOR FIRM NAME)	

2:00 p.m. - Local Time

March 13, 2025

AT THE OFFICE OF:

Jon Kochis, Facilities Director

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

210 East Main Street, Room 300 Lancaster, Ohio, 43130

**DOCUMENTS PREPARED BY:** 

SHP 312 Plum Street, Suite 700 Cincinnati, Ohio 45202

Bid Form continues on next page

#### **PART A - GENERAL NOTES**

The attention of the bidder is called to the Invitation to Bid / Notice to Bidders / Instructions to Bidders / Supplementary Instructions to Bidders / Standard Form of Agreement Between Owner and Contractor / General Conditions / Supplementary General Conditions for specific items relating to the execution of the Bid Form. In submitting this bid, the bidder represents that they have carefully reviewed and understand these documents and agrees to the conditions of these documents. Non-compliance with any of the provisions of these documents may constitute sufficient cause for rejection of a bid.

Attach the following forms to the Bid Form:

- Bid Guarantee
- Bidder's Qualifications
- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Unresolved Findings for Recovery Affidavit
- Campaign Contributions Affidavit
- Drug Free Work-Place Certification
- o EEO Certification

Do Not alter the wording of the Bid Form.

Bidders may attach typewritten sheet(s) providing any additional information, voluntary substitutions, or voluntary alternates for the Owner's consideration but the bid amounts contained herein must be based on the Contract Documents, not such voluntary substitutions or voluntary alternates.

Submit completed Bid Form along with all other required information in a sealed envelope plainly identified as to items being bid and name of bidder. See Instructions to Bidders.

The Owner reserves the right to award separate contracts for each individual item bid or to award combination bids if provided for in this form.

It is understood and agreed that each Bid Package will achieve **Substantial Completion by October 1**, **2025** and **Final Completion by November 5**, **2025**, per definition of AIA General Conditions. See Section 00 73 01 "Supplementary General Conditions" Article 8 – Time.

#### **PART B - RECEIPT OF ADDENDA**

The following addenda have been received and taken into account in preparation of this bid:

Addenda #1 Addenda No.: Dated 3/4/25	Addenda No.:
Addenda No.:	Addenda No.:

Bid Form continues on next page

#### **PART C - PROPOSAL**

We, the undersigned bidder have fully examined the Contract Documents entitled: "Fairfield County Workforce Development Center - Interior Alterations", dated January 24, 2025, as prepared by SHP, and do hereby propose to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the amounts as follows:

BASE BID This Base Bid Amount shall include the following Allowance: Allowance No. 1: Miscellaneous Brick Masonry Repair and Repointing: \$20,000. ALL LABOR AND MATERIALS, for the sum of: \$ **ALTERNATES** Alternate No. 1: Renovate existing restrooms Men 115 and Women 116. Alternate No. 2: Provide High-Performance Organic Finish for storefront systems and entrances in custom color to match the metal wall panel color. Sum in words: Alternate No. 3: Provide select white maple veneer in lieu of select white oak veneer for flush wood doors. ALL LABOR AND MATERIALS, for the sum of: \$\_\_\_\_\_\_\_ Alternate No. 4: Provide duct cleaning of existing supply duct as indicated in the bid documents. ALL LABOR AND MATERIALS, for the sum of: \$\_

Bid Form continues on next page

#### **UNIT PRICES**

Jnit-Price No. 1: Miscellaneous Brick Masonry Repair.	
ALL LABOR AND MATERIALS, for the sum of: \$	Per Square Foot
Sum in words: Sixty Nine dollars	Per Square Foot
Jnit-Price No. 2: Miscellaneous Brick Masonry Repointing.	
ALL LABOR AND MATERIALS, for the sum of: \$	Per Lineal Foot
Sum in words: Ten 40 lars & xx/100	Per Lineal Foot
<b>VOLUNTARY DEDUCT / VALUE ENGINEERING</b>	
Contractors are encouraged to provide voluntary deducts and/or value engineering s base bid plans and specifications. Attach additional pages if necessary:	uggestions to the
VE No. 1: (provide written description)	HALL PANTELS
ALL LABOR AND MATERIALS, for the sum of: \$	500.0)
Sum in words: bedinet Fifteen thousand a	×/100 dollars
VE No. 2: (provide written description)	
ALL LABOR AND MATERIALS, for the sum of: \$	
Sum in words:	

#### PART D - BIDDER'S CERTIFICATION

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
- 2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
- 3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
- 4. Bidder understands domestic steel use requirements as specified in Ohio Revised Code Section 153.011 apply to this project.
- 5. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
- 6. Bidder certifies that the upon the award of a contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 7. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder.
- 8. It is understood and agreed that the work embodied in this contract shall be substantially completed per definition of the AIA General Conditions by the milestone dates indicated in the Contract Documents.

#### PART E - SIGNATURE PAGE & INFORMATION ABOUT BIDDER

Legal Name of Business Gutknecht Construction Co.				
Name of President <u>Jeff Feinman</u>				
Name(s) of Owner (If not Corporation)				
Gutknecht is a Corporation / Employee Owned .				
Main Office Address 2280 Citygate Dr. / Columbus, OH 43219				
Company Tax identification Number 31-0935568				
Company Website (if available) www.gutknecht.com				
Main Office Telephone Number (614) 532-5410				
Main Office Contact Person Char Johnson				
Main Contact Person E-mail Address char@gutknecht.com  CONS				
Authorized Signature				
Printed name and Title Jamie Weisent, Vice President				
Date of Signature March 13, 2025				

Attach other documents required

**END OF DOCUMENT 00 41 16** 

#### **DOCUMENT 00 45 13 - BIDDER'S QUALIFICATIONS**

	Project Number: ,	SHP Comm. No. 2022063.02		
	Project Name:	FCWDC - Interior Alterations		
1.	Company Name:	Gutknecht Construction		
	Physical Address:	2280 Citygate Dr.		
	,	Street, Building, Unit		
		Columbus, OH 43219		
		City, State, Zip		
	Mailing Address (if	different):		
	· ·	P.O. Box		
		City, State, Zip		
	Telephone Number	r (w/ Area Code): (614 )532-5410		
	Email address:	char@gutknecht.com		

2. Overall Experience. Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under <u>present and former</u> business names.

#### Gutknecht has been in business under the same name for 51 years. See Attached

- 3. Financial. The apparent low Bidder shall submit, upon request of the Contracting Authority, either:
  - a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
  - b) A financial report generated within 30 days prior to the bid opening from Standard and Poor's Financial Services LLC (S&P), Dun & Bradstreet, or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. Facilities & Equipment. Indicate Bidder's relevant facilities and major equipment (leased or owned).

Gutknecht Construction has worked out of our 2280 Citygate Dr. location for 16yrs. We have a warehouse at 1007 Claycraft Rd. we've been in for 10 yrs.

Major Equipment: Mini Backhoe, Dumptruck, (2) Dump Trailers, Skidsteer, Forklift, Tow-Behind Power Washer, 3 Two-Behind Air Compressors (185 CFM), Flatbed Trailer, Cargo Trailer, Box Trailer,

5. Ongoing & Relevant Projects. List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, and project name/contact person/address/phone number for each owner and architect or engineer for each project.

(See Attached)

6.	<b>Regulatory / Contractual.</b> Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.
	a) State or federal Prevailing Wage violations or judgments
	None
	b) Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover
	None
	c) Debarment by state, federal or local jurisdictions
	None
	d) EPA/OSHA violations
	None
	None
	e) Liquidated damages and Statutory Delay Forfeiture assessed
	None
	None
	f) Drug-Free Safety Program and Drug Free Workplace Program violations
	None
	None
7.	Management. Identify individuals assigned to this Project.
	PrincipalYears with firmYotal
	Exp. <u>24yrs</u>
	Project ManagerYears with firmYears with firm
	Exp. 6yrs

Field Superintendent \_\_\_\_\_\_ Years with firm \_\_\_\_\_ Total

Exp. 9yrs

8. Certification. I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name

**Gutknecht Construction** 

Authorized Official (please print or type)

Jamie Weisent, Vice President

Signature of Authorized Official

Date 3/13/25

**END OF DOCUMENT 00 45 13** 

INTERIOR ALTERATIONS Fairfield County Workforce Development Center

#### **DOCUMENT 00 45 14 - NON-COLLUSION AFFIDAVIT**

State of	Ohio	)
		) SS:
County of	f Franklin	
The Bido certifies belief:	der and each person signing as to such party's organizati	on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto on, under penalty of perjury, that to the best of the undersigned's knowledge and
1.	collusion, consultation, com	or any Alternate bid in the bid have been arrived at independently without munication or agreement, for the purpose of restricting competition as to any Bid, Unit Prices or Alternate bid with any other Bidder.
2.	bid have not been knowingl to the opening, directly or in Prices or Alternate bid.	y law, the Base Bid, Unit Prices or Alternate bid which have been quoted in the disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior directly, to any other Bidder that would have any interest in the Base Bid, Unit
3.	corporation to submit or not	or will be made by the Bidder to induce any other individual partnership of be submit a bid for the purpose of restricting competition.
	ed Signature:	1978
Print Na	me: Jamie We	sent Title: Vice President = \$\frac{\frac{1}{2}}{2} \tag{0.0H10}
Compan	y Name:	Gutknecht Construction
ADDITIO	DNAL SIGNATURE FOR JOI	NT VENTURE:
Authoriz	ed Signature: N/A	
Print Na	me:	Title:
Compan	y Name:	
Sworn to		his 13th day of March , 2025  Charmaign Johnson  Notary Public
		My Commission Expires 7/23/27  Soproted by Commission Expires 7/23/27

**END OF DOCUMENT 00 45 14** 

INTERIOR ALTERATIONS
Fairfield County Workforce Development Center

#### DOCUMENT 00 45 15 - DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of	hio	)		
it.		) SS:		
County ofFr	anklin	)		
Bid identification –				
CONTRACTOR		Jamie W	eisent	
being first duly sworr	n, deposes and say	s that they are		
	, a partner, preside	Vice President		
(sole owner	, a partner, preside	ent, secretary, etc.)		
under oath, pursuan company (was) wa Property for	nt to Section 5719.0 s not) charged wit Fairfield or Fran	042 of the Ohio Rev	, the party making the forg ised Code, that at the time the al property taxes on the Gene Ohio, the amount of such du be set forth below.	e BID was submitted, my eral Tax List of Personal
A copy of this statem is submitted.	ient shall be transm	nitted by the Fiscal Of	ficer to the County Treasurer wi	thin 30 days of the date it
Delinquent Personal	Property Tax		\$	
Penalties			\$	
Interest			Signed:// Jamie/Weisent, Vice Preside	SEAL 1978
Sworn to and subscr	ibed before me this	s <mark>13th</mark> day of	March , 20_25	- Minimum
	N. CHILLIANS	IGN JOHN SON	Notary Public  My Commission Expires	hrsox

**END OF DOCUMENT 00 45 15** 

#### **DOCUMENT 00 45 17 – UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT**

State of Ohio	)	
	) SS:	
County ofFranklin	)	
I / WE	Jamie Weisent	
after being duly sworn, do hereby su	bmit this Adffidavit to the <b>Board of Comm</b>	issioners of Fairfield County Ohio.
Neither the undersigned nor the enti	ty which has submitted the low bid to the I	Board of Commissioners of Fairfield
For the following project: <u>"Fairfield C</u>	County Workforce Development Center	- Interior Alterations"
Has any unresolved findings for record the time this bid was submitted for Signed:  Signed:  Signed:  Jamie Weisent, Vice Preside (Printed Name and Title)	CONSTANTION CONSTA	Section 9.24 of the Ohio Revised Code,
2280 Citygate Dr. (Address)		
Columbus (City)	OH (State)	43219 (Zip Code)

**END OF DOCUMENT 00 45 17** 

#### **DOCUMENT 00 45 18 - CAMPAIGN CONTRIBUTIONS AFFIDAVIT**

State of	Ohio	)					
		) SS:					
County of	Franklin	)					
Personally	appeared before me the	undersigned,	a bidder in	the competitive bid	ding for		
	Gutknecht Construc	tion	_for a	General C	onstruction		
	(Name of Entity)			(Туре	e of Product or Se	rvice)	
the followin Ohio Revis	t by the <b>Board of Comm</b> ng statement with respected Code Section 3517.1 thority to make the follow	t to prohibited 3 (campaign o	activities co contributions	nstituting a conflict and reporting) and	of interest or othe further states that	er violation It the unde	under rsigned
	That no person or perso corporation nor any spo- years, one or more contr of a public office havin Committee nor have the	use of such p ributions totali g ultimate res	erson, has r ng in excess sponsibility	nade, as an individes of one thousand of the award of t	dual, within the tw dollars to a candid this contract, or t	o previous ate for or t o his/her o	calendar he holder campaign
2.	That no person or person provision of Ohio Revise			ve named firm, not	t their spouses ar	e in violatio	on of any
			DDER:	Alle	4.VA	THE STATE	CONS
		NA	ME: Jamie	Weisent	1	= 2	1978
		TIT	ΓLE: Vice F	resident		Yn	OHIO.
			TE: March			1111	11. Marin
		Dr.	NIC. Maron	110, 2020			
Sworn to a	nd subscribed before me	this <u>13th</u>	day of _	March	, 20 <b>25</b>		
		AIGN JO		Notary Public	riger Joh	<u>NSION</u> 23/27	<u></u>
	M Committee	TE OF OWN	100 Committee	My Commission	Expires	<b>2312</b> [	=

**END OF DOCUMENT 00 45 18** 

#### **DOCUMENT 00 43 13 - BID GUARANTY AND CONTRACT BOND (ORC § 153.571)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the under	rsigned
Gutknecht Construction Co.	("Contractor") as principal and
Old Republic Surety Company	as sureties are hereby held and
firmly bound unto the <b>Board of Commissioners of Fairfield County Ohic</b> amount of the bid submitted by the principal to the	, as obligee in the penal sum of the dollar
obligee on <u>March 13</u> , 20 25, to undertake the project know	vn as:
"Fairfield County Workforce Development Center - Interior Altera	tions" ("Project")
The penal sum referred to herein shall be the dollar amount of the princi additive or deductive Alternates made by the principal on the date refeaccepted by the obligee. In no case shall the penal sum exceed the amount	erred to above to the obligee, which are
	_Dollars (\$).
(If the foregoing blank is not filled in, the penal sum will be the full am Alternates. Alternatively, if the blank is filled in the amount stated must n including add Alternates, in dollars and cents. A percentage is not accepwell and truly to be made, we hereby jointly and severally bind oursely successors, and assigns.	ot be less than the full amount of the bid table.) For the payment of the penal sum
Signed this 13th day of March, 20_25.	
	to the second universal base substituted a

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

Signed and sealed this 13th day of	of <u>March</u> , 20 <u>25</u> .	Willia.
	Gutknecht Construction Co.  (BRINGIPAL) Seal  By:  Printed Name & Title:	esent Vice President
	Old Republic Surety Company (SURETY) (Seal) By: Stephanie M. V	White, Attorney-In-Fact
	HUB International Limited  NAME OF SURETY'S AGENT  Surety's Agent's Address: 1600 W. La	ne Avenue, Suite 200
		OH 43221
	Surety's Agent's Telephone Number: _	614-453-4400
	Surety's Agent's E-mail:	614-326-0132

**END OF DOCUMENT 00 43 13** 



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and GREGORY R. OVERMYER, JACK E. KEHL, JR., AMY M. PERDUE, STEPHANIE M. WHITE, appoint:

DAVE CATANESE, BRIAN MOZENA, PEYTON JANLIN of COLUMBUS, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note quaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNES	SS WHEREOF, OLD	REPUBLIC SURE	ETY COMPANY	has caused these pres	ents to be signed by its proper officer, and its corporat	e seal to be
affixed this	2nd d	ay of	June		**	
),—		•		C SURE	OLD REPUBLIC SURETY COMPAN	ΙΥ
Ka	Assistant Secreta	fur		SEAL VI	Man Mice President	
STATE OF WIS	CONSIN, COUNTY O	F WAUKESHA - S		CACAMATAN I		
On this	2nd day o	June		2022 , personally can	ne before me, Alan Pavlic	
and	Karen J H		, to	me known to be the inc	lividuals and officers of the OLD REPUBLIC SURETY	COMPANY
thev are the said	officers of the corpor	ation aforesaid, ar	nd that the seal	affixed to the above inst	and being by me duly sworn, did severally depose a rument is the seal of the corporation, and that said co the authority of the board of directors of said corporation	rporate seal
				OTAAL AUBLO	Kothern R. Leason	<b>L</b>
					My Commission Expires: September 28, 2	2022
CERTIFICATE					(Expiration of notary's commission does not invalidate t	

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

27-0469

Signed and sealed at the City of Brookfield, WI this

ORSC 22262 (3-06)

## OLD REPUBLIC SURETY COMPANY OF BROOKFIELD, WISCONSIN

#### STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

#### ADMITTED ASSETS

Bonds	\$115,506,106
Common stocks	38,530,407
Cash and cash equivalents	13,435,097
Receivable for securities	575,000
Premiums and agents' balances in course of collection (not over 90 days)	9,700,887
Amounts recoverable from reinsurers	4,475,323
Net deferred tax asset	2,444,806
Investment income due and accrued	1,208,914
Current federal and foreign Income tax recoverable and interest	114,093
Receivables from parent, subsidiaries and affiliates	1,964,033
TOTAL ADMITTED ASSETS	\$187,954,666
	2 <del></del>
LIABILITIES AND SURPLUS	
Losses	\$10,809,586
Loss adjustment expenses	7,543,530
Commissions payable, contingent commissions and other similar charges	4,117,628
Other expenses (excluding taxes, licenses and fees)	7,584,819
Taxes, licenses and fees (excluding federal income taxes)	562,820
Unearned premiums	61,749,652
Advance premium	496,562
Ceded reinsurance premiums payable (net of ceding commissions)	4,926,993
Amounts withheld or retained by company for account of others	40,462
Drafts outstanding	247,030
Payable to parent, subsidiaries and affiliates	46,741
Other liabilities	1,015,368
TOTAL LIABILITIES	\$99,141,191
14 thr engineer	

Securities carried at \$2,930,792 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )

Common capital stock

Unassigned funds (surplus)

Gross paid in and contributed surplus

TOTAL LIABILITIES AND SURPLUS

SURPLUS AS REGARDS POLICYHOLDERS

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December 2023, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, President

Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 4th day of March, 2024.

Notary Public, State of Wisconsin

My Commission expires: July 31, 2027



2,900,000

16,534,036

69,379,439

\$88,813,475

\$187,954,666

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

#### **Ohio Department of Insurance**

Mike DeWine - Governor

Judith French - Director



#### Certificate of Compliance

Issued 03/15/2024 Effective 04/02/2024 Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OLD REPUBLIC SURETY COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity Other Liability Surety

<u>OLD REPUBLIC SURETY COMPANY</u> certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$182,986,700, liabilities in the amount of \$88,543,549, and surplus of at least \$94,443,150.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director

Sudith L. French



FOR

FOR

**ABOUT** 

NEWS &

FORMS &

③

**EMPLOYERS** 

**PROVIDERS** 

BWC

**EVENTS** 

**PUBLICATIONS** 

HELP

SEARCH

**OhioBWC - Employer - Service:** (State construction contractor look-up) - Results

Policy number: 635233-0 Company name: GUTKNECHT CONSTRUCTION CO

Construction contractor status: APPROVED Construction contractor status date: 4/21/2014

search again

re: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program t complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an 'ROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) ch makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to lew this database for the most current information, you may print this as verification of your current status.

#### **DOCUMENT 00 73 03 - DRUG-FREE WORKPLACE CERTIFICATION**

- (1) Contractor is required to be enrolled and in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP throughout the entire Project, in accordance with Ohio Revised Code Section 153.03-153.031, including the placement of its employees in a pool with a random drug testing rate of at least 5%.
- (2) Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to a subcontractor providing labor at the project site of the public improvement.
- (3) Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to a lower-tier subcontractor providing labor at the project site of the public improvement.
- (4) Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to the time that the subcontractor provides labor at the project site\_will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach."
- (5) Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in Section 153.03 of the Ohio Revised Code, including the placement of its employees in a pool with a random drug testing rate of at least 5%, prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

Complete and submit certification form on next page:

DRUG FREE WORKPLACE PROGRA	AM CERTIFICATION	
Project Name and Location: Interior	r Alterations - Carroll, OH	
Contractor Name: Gutknecht Cons	struction	
Workers' Compensation (BWC) Drug-	P	equivalent BWC approved DFWP in
Contractor Signature	3/20/25 Date	SEAL OF 1978
Jamie Weisent, Vice President		TY OHIO

**END OF DOCUMENT 00 73 03** 

Name/Title (Print or Type)



FOR **EMPLOYERS** 

FOR **PROVIDERS** 

ABOUT BWC NEWS & EVENTS

FORMS & PUBLICATIONS

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**IELP** 

OhioBWC - Employer - Service: (State construction contractor look-up)

- Results

Policy number: 635233-0

Company name: GUTKNECHT CONSTRUCTION CO

Construction contractor status: APPROVED Construction contractor status date: 4/21/2014

search again

e: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program t complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an 'ROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) ch makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to lew this database for the most current information, you may print this as verification of your current status.

4/1/2025 276

#### DOCUMENT 00 73 04 - WAIVER OF ESCROW AGREEMENT

The undersigned Contractor has entered into a contract with the **Board of Commissioners of Fairfield County Ohio** (the "Owner") for certain improvements as described in the Owner-Contractor Agreement. In connection therewith, the Contractor and the Owner acknowledge that the Owner is obligated by Sections 153.12, 153.13 and 153.14 of the Ohio Revised Code to retain (withhold) a certain percentage of funds that would otherwise be paid to the Contractor for labor performed and materials and equipment supplied for the Project, and further deposit any retained funds into a separate escrow account. With full understanding of the above obligations, the Contractor hereby waives any and all rights that it may have relating to the establishment of a separate escrow account for the deposit of the retained funds. The Contractor also waives any and all claims it may have to interest on that separate escrow account under Section 153.63 of the Revised Code or other provisions of law. In consideration of the waivers herein contained, the Owner shall maintain a separate accounting for the Project and retained funds, and shall pay such funds to the Contractor when they become due and payable under the terms of the Owner-Contractor Agreement.

Gutknecht Construction	General Construction	
Printed Name of Contractor	Bid Package	
Michael K. Your		
Signature and Title of Authorized Officer	Contract Date	
Michael K. Poyer, CFO		
Dated: March 21 20 25		

**END OF DOCUMENT 00 73 04** 

#### SUBSTITUTION REQUEST FORM

Project:				
SHP Project Numbe	r:		date	
NOTE:				
Requests after bidd	ding will be considere	and Comparable Produ d only for extreme jus nd with compensation to	tification and substa	oidding. Substitution-for-Cause ntial benefit to the Owner as uation time.
We hereby request referenced project.	the following be cons	sidered as an acceptab	le product / material	/ manufacturer for the above
Section and Paragraph No.	Specified Manufa	acturer and Product	Proposed Su	ubstitution
the corresponding of	criteria of the proposed re selection availabilitie	d substitution product. I	nclude performance	<u>d</u> in the specification and then criteria, referenced standards, data. Provide a separate form  Proposed Product
Ontena Description		Provides / Meets		Provides / Meets
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

It is understood and expressly agreed that the submitter has investigated the potential effects of the use of the comparable product / substitution and accepts full responsibility for all consequential affects including but not necessarily limited to the following relative to the use of the proposed item:

Effects on other construction including other Contracts; Effects on the Project Construction Schedule; Fitness for the use intended; Equivalency to that specified; Acceptability by authorities having jurisdiction; Safety when used as indicated.

In submitting this form, Contractor understands and agrees that the Architect has no obligation to justify or explain acceptance or rejection of a substitution or comparable product request.

Substitution Request Form - page 1 of 2

For Requests considered after Award of Contract, the Contractor's responsibility includes but is not necessarily limited to: Cost of adjustments to other Work including modifications to work in place; compensation for construction delays, compensation for evaluations by the Architect, consultants and other contractors. (Complete entire Substitution Request Form)

Justification: For Request **after bidding** list at least three significant reasons and Owner benefits for why the proposed substitution should be considered; Architect may request additional justifications:

2	
3	
in this form and to properly cor responsible for delays caused b	nal product literature and information necessary for the Architect to verify data stated inpare the requested product with the specified product. The Architect will not be by lack of information. Architect makes no assurances that proposed comparable to be included in the Project by Addendum; Bid Date will not be extended for request consideration.
Submitted by:	Company
	Company
	Address 1
	Address 2
	Phone
	Fax
	E-mail
	Name and Signature
SHP ACTION:	
Approved Rejected	By:Date:

Note

Regardless of action indicated, return or non-return of this form to the submitter has no legal bearing on acceptance or rejection of a proposed product, manufacturer, or method. Proposed changes are officially accepted for use in the Project only when included in the Contract during bidding by Addendum or (after award) in the Contract by Change Order.

Substitution Request Form – page 2 of 2

END OF SECTION 01 25 00

## **Digital Data Licensing Agreement**

**AGREEMENT** made as of:

(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("TRANSMITTING PARTY"):

(Name, address, and contact information, including electronic addresses)

SHP

312 Plum Street, Suite 700 Cincinnati, OH 45202

and the Party receiving the Digital Data ("RECEIVING PARTY"):

(Name, address, and contact information, including electronic addresses)

**TBD** 

for the following **PROJECT**:

(Name and location or address of the Project)

Fairfield County Workforce Development Center-Interior Alterations 4465 Coonpath Rd NW Carroll, OH 43112

for the following Digital Data ("DIGITAL DATA"):

(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

Revit Building Information Model, which will be provided in a .RVT format for Autodesk Revit format version:

and/or AutoCAD files in a .DWG format;

and/ or any other electronic data provided by the Transmitting Party to the Receiving Party

The Transmitting Party and Receiving Party agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 AUTHORIZED USE
- 4 LICENSING FEE OR OTHER COMPENSATION
- 5 OTHER TERMS AND CONDITIONS

#### ARTICLE 1 GENERAL PROVISIONS

- § 1.1 This Agreement provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data solely and exclusively for the Project.
- § 1.2 This Agreement is the entire and integrated Agreement between the Parties. Except where specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

#### § 1.3 Definitions

- § 1.3.1 Authorized Use. The term "Authorized Use" refers to the permitted use of digital or electronic data established pursuant to the terms of this Agreement.
- § 1.3.2 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Agreement as the "Model," which term may be used herein to describe a Model element, a single model or multiple models used in the aggregate.
- § 1.3.3 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Building Information Model.
- § 1.3.3.1 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates and clearly marks as "confidential."
- § 1.3.4 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project.
- § 1.3.5 Receiving Party. The Receiving Party shall mean the individual or entity receiving the Digital Data from the Transmitting Party and includes the Receiving Party's employees, officers, consultants, subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to the Authorized Use of the Digital Data in accordance with the terms and conditions of this Agreement. The Receiving Party shall be solely responsible for ensuring its transmission, disbursement, modification and use of the Digital Data is permissible under the terms of this Agreement. The Receiving Party shall be solely responsible/liable for the access and use of the Digital Data by its employees, officers, consultants, subcontractors, and others with whom it has provided access and use.
- § 1.3.6 Transmitting Party. The Transmitting Party shall mean the individual or entity transmitting the Digital Data. The Transmitting Party attests it is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

#### ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

**§ 2.1** The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the Project and in accordance with the Authorized Use defined in Article 3.

- § 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.
- § 2.3 The Transmitting Party attests it is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.
- § 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.
- § 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order.
- § 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3.
- § 2.6 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

(Paragraphs deleted)

#### ARTICLE 3 AUTHORIZED USE

§ 3.1 The Receiving Party's nonexclusive limited license to access and use the Digital Data is solely and exclusively limited to designing, constructing, using, maintaining, altering and adding to the Project, consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data for any other purpose. Upon completion of the Project, the Digital Data received by Receiving Party should be safeguarded from any further use.

#### (Paragraphs deleted)

- § 3.2 The Digital Data is transmitted solely for the Receiving Party's information and convenience. The Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party.
- § 3.3 The Receiving Party's access and use of the Digital Data shall in no way alter or modify the Receiving Party's contractual obligations with the Transmitting Party, or other third-party Project Participants, made under separate Agreement.

## ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION [Not Used.]

#### ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

- § 5.1 Indemnification. The Receiving Party shall indemnify, defend, and hold harmless the Transmitting Party, its employees, officers, and consultants, from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the Receiving Party's use or reliance on the Digital Data. The Receiving Party waives all claims against the Transmitting Party, its employees, officers and consultants for any and all damages, losses, or expenses Receiving Party incurs from defects or errors in the electronic documents.
- § 5.2 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio.

- § 5.3 No Third-Party Beneficiary. With exception to the Transmitting Party's right to assert a cause of action against any party related to the protection of its copyrights and intellectual property, or the copyright and intellectual property of its consultants, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Transmitting Party or the Receiving Party.
- § 5.4 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any subsequent action brought under this Agreement, or any remedy with respect hereto, shall be brought in a state court in the county where the Project is located or Hamilton County, Ohio. The Parties' consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and herby waive any jurisdictional or venue defenses otherwise available to them. Each party hereby expressly waives the right to remove any litigation arising out of this Agreement to federal court.
- § 5.5 Modification. No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by both parties. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this Agreement.
- § 5.6 Severability. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- § 5.7 Notices. A Notice is any written notice to either Party. Written Notice shall be deemed to have been duly served if delivered (i) in-person to a representative identified in this Agreement; or (ii) sent by registered, certified or electronic mail, return and/or read receipt requested, to the last known business address of the representative identified in this Agreement.

above.	
SHP TRANSMITTING PARTY (Signature)	RECEIVING PARTY (Signature)
(Printed name and title)	(Printed name and title)

This Agreement is entered into as of the day and year first written

(Paragraphs deleted)

#### **OHIO PREVAILING WAGE RATES**

Ohio prevailing wage rates applicable to this project should be accessed by the Contractor directly through the state's website. It is the Contractor's responsibility to access and confirm compliance with state prevailing wage rates applicable to the project.

LINK: https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform

PROJECT: Fairfield County, OH - Workforce Development Center - Interior Alterations

**COUNTY: FAIRFIELD COUNTY** 

4/1/2025 284

## **Certified Payroll Report**

Report for: Company: <sup>1)</sup>					if Subcontra		e:	Contra	ct No:						P	ayroll No	o:		
A -l -l				·				Project	Name & L	ocation	:				V	Veek End	ding:		
City, State, Zip				lic Au	thority (Own	er):	_												
Phone No:							_								s	heet:2)		of	
1. Employee Name, Address, & SS# (Last 4	2.Work Class <sup>3)</sup>			_	Wage Project d - Day & Date			5.Base Rate	6.Project Gross	7. Fring		Cash Cash &		oproved I d Plans	Plans		_	ayroll Amount	
digits if permitted)										Frin	ge Rate	Your Co	mpany P	ays Per I	Hour	8.Total Hrs for	9. Total Gross on All	10. Total	11. Net Pay
	Ι									H&W	Pens	Vac	Hol	Other	Total	all Jobs	Jobs		on All Jobs
		ОТ																	
		ST																	
		ОТ																	
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										_									
L		ST																	
1) By signing below, I certify t rate for the class of work done; defined in ORC Chapter 4115; or Subcontractor to civil or crim	(3) the fringe b and (5) apprent	enefits ha	ve beer	paid a	s indicated abo	ove; (4) no reb	ates	or deduct	ions have be	een or wil	l be made	e, directly	or indire	ctly from t	the total	wages ear	ned, other thar	n permissable o	leductions as
Type or Print Name and Title							Signa	ature									Date		
11/14 jc										<sup>2)</sup> Attach	addition	al sheets	as nece	ssary.	<sup>3)</sup> Тур	e in conti	nuous line, te	xt will wrap.	



Division of industrial Compliance

## **Affidavit of Compliance**

### **Prevailing Wages**

I,		
(Name of perso	n signing affidavit) (T	itle)
do hereby certify that the wages paid to all emp	oloyees of	
(Cor	mpany Name)	
(001	inparty (Name)	
for all hours worked on the		
(Project r	name and location)	
project, during the period from(Pr	roject Dates)	are in
compliance with prevailing wage requirements	of Chapter 4115 of th	ne Ohio Revised Code. I further
certify that no rebates or deductions have been	or will be made, dire	ectly or indirectly, from any wages
paid in connection with this project, other than	those provided by lav	V.
(Signature	of Officer or Agent)	
Sworn to and subscribed in my presence this _	day of	, 20
		(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Mike DeWine, Governor Jon Husted, Lt. Governor Lydia Mihalik, Director

November 14, 2024

Jennifer Green, Accounting Gutknecht Construction Company 2280 Citygate Drive Columbus, Ohio 43219 Columbus, OH 43219

SUBJECT: Certificate of Compliance Certification

Status: In Compliance

Effective Dates: November 14, 2024 - May 14, 2025

#### Dear Jennifer Green:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Gutknecht Construction Company a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Gutknecht Construction Company to maintain certification status, Gutknecht Construction Company must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Gutknecht Construction Company has agreed.

Sincerely,

Monica L. Womack

Chief

#### Fairfield County Workforce Development Center

#### **INTERIOR ALTERATIONS**

SHP

Bid Date: 3/13/25

SHP										•	Jiu Date. 3/10	,, <b>2</b> 3					ESTIMATE	\$2,480,676
CONTRACTOR	Addenda 1	Bid Guarantee	Bidder Qualifications	Non-Collusion Affidavit	Personal Property Tax Affidavit	Unresolved Findings for Recovery Affidavit	Campaign Contributions Affidavit	Drug Free Work-Place Certification	EEO Certification	BASE BID	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Unit-Price No. 1	Unit-Price No. 2	Voluntary Deduct / V.E.	NOTES
													¢ ,	\$ .	4	\$	,	
ELFORD		/	<b>V</b>	/	/	/	/	/	-	\$2,320,000	77,000	\$20,000	P-1,000	\$4,500	\$ 70 Se2	1115	-/-	-VE DEDUCT FOR STANDARD
GUTKNECHT	/	/	/	/	/	/	/	<b>V</b>	/	1,996,000	65,000	\$ 16.000	\$-1,000	\$2,500	\$ 6952	\$ 1015	\$-15,000	-VE DEDUCT FOR STANDED COLOR WALL PA
ELFORD GUTKNECHT SETTERLIW SMOOT	1	1		/		/	/	_	_	\$2,258,800	\$70 000	\$ 6 500	5-1,000	\$ 15,000	\$ 50 St2	\$ 36 LSE	\$ - 7,900	- VE DEDUCT-WASK ABAA CERTIFRA
SETTERLIN	1		-	_	_	~	_	_		\$3,262,799	\$112 000	\$	\$ 0	\$ 25,000	5 25 Ge2	\$ 7Lft	-/-	
SMOOT		~								3,262,111	112,000			25,000	70 30	1 438		
	-																	
										-								
	-																	

Carrí L. Brown, PhD, MBA, CGFM

Fiscal Year 2025

Page: 1 of 1

Fairfield County Auditor 210 East Main Street Lancaster, Ohio 43130

Revisions: 000

Purchase Order #

25003706 - 00

**Purchase Order** 

Delivery must be made within doors of specified destination.

-----, ....-- -- -----

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Expiration Date: 12/15/2026

BILL TO

VENDOR

COUNTY COMMISSIONERS 210 E MAIN ST 3RD FLOOR LANCASTER, OH 43130

GUTKNECHT CONSTRUCTION COMPANY 2280 CITYGATE DRIVE COLUMBUS, OH 43219 SHIP TO

MAINTENANCE DEPARTMENT 240 BALDWIN DRIVE LANCASTER, OH 43130

VENDOR PHONE N	UMBER VE	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE		
			4018			
DATE ORDERED VENDOR NUMBE		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
03/28/2025	12318			COMM-MAINTENANCE		

PO Requisitioner Name : Staci Knisley

E mail Address: staci.knisley@fairfieldcountyohio.gov

ITEM#	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Workforce Center Project GL Account: 12343500 - 570000	\$2,063,500.00	1.0	EACH	\$2,063,500.00	\$2,063,500.00
	GL SUMMARY					

12343500 - 570000 \$2,063,500.00

Invoice Date//	Invoice Amount \$	To Be paid//	Warrant #
COUNTY AUDITOR'S CERTIFICATE			

It is hereby certified that the amount \$2,063,500.00 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: 03/28/2025

4/1/2025

Auditor Fairfield County, OH

Purchase Order Total \$2,063,500.00

### **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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
Signed this day of
Name and Title
Name <sup>v</sup> 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 **DOCUMENT 00 41 16 - BID FORM** 

# Fairfield County Workforce Development Center INTERIOR ALTERATIONS

SUBMITTED BY:	Gutknecht Construction			
	(CONTRACTOR FIRM NAME)			

2:00 p.m. - Local Time

March 13, 2025

AT THE OFFICE OF:

Jon Kochis, Facilities Director

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

210 East Main Street, Room 300 Lancaster, Ohio, 43130

**DOCUMENTS PREPARED BY:** 

312 Plum Street, Suite 700 Cincinnati, Ohio 45202

SHP

Bid Form continues on next page

#### **PART A - GENERAL NOTES**

The attention of the bidder is called to the Invitation to Bid / Notice to Bidders / Instructions to Bidders / Supplementary Instructions to Bidders / Standard Form of Agreement Between Owner and Contractor / General Conditions / Supplementary General Conditions for specific items relating to the execution of the Bid Form. In submitting this bid, the bidder represents that they have carefully reviewed and understand these documents and agrees to the conditions of these documents. Non-compliance with any of the provisions of these documents may constitute sufficient cause for rejection of a bid.

Attach the following forms to the Bid Form:

- Bid Guarantee
- o Bidder's Qualifications
- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Unresolved Findings for Recovery Affidavit
- Campaign Contributions Affidavit
- Drug Free Work-Place Certification
- EEO Certification

Do Not alter the wording of the Bid Form.

Bidders may attach typewritten sheet(s) providing any additional information, voluntary substitutions, or voluntary alternates for the Owner's consideration but the bid amounts contained herein must be based on the Contract Documents, not such voluntary substitutions or voluntary alternates.

Submit completed Bid Form along with all other required information in a sealed envelope plainly identified as to items being bid and name of bidder. See Instructions to Bidders.

The Owner reserves the right to award separate contracts for each individual item bid or to award combination bids if provided for in this form.

It is understood and agreed that each Bid Package will achieve **Substantial Completion by October 1**, **2025** and **Final Completion by November 5**, **2025**, per definition of AIA General Conditions. See Section 00 73 01 "Supplementary General Conditions" Article 8 – Time.

#### **PART B - RECEIPT OF ADDENDA**

The following addenda have been received and taken into account in preparation of this bid:

Addenda #1 Addenda No.: Dated 3/4/25	Addenda No.:
Addenda No.:	Addenda No.:

Bid Form continues on next page

#### **PART C - PROPOSAL**

We, the undersigned bidder have fully examined the Contract Documents entitled: "Fairfield County Workforce Development Center - Interior Alterations", dated January 24, 2025, as prepared by SHP, and do hereby propose to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the amounts as follows:

BASE BID This Base Bid Amount shall include the following Allowance: Allowance No. 1: Miscellaneous Brick Masonry Repair and Repointing: \$20,000. ALL LABOR AND MATERIALS, for the sum of: \$ **ALTERNATES** Alternate No. 1: Renovate existing restrooms Men 115 and Women 116. Alternate No. 2: Provide High-Performance Organic Finish for storefront systems and entrances in custom color to match the metal wall panel color. Sum in words: Alternate No. 3: Provide select white maple veneer in lieu of select white oak veneer for flush wood doors. ALL LABOR AND MATERIALS, for the sum of: \$\_\_\_\_\_\_\_ Alternate No. 4: Provide duct cleaning of existing supply duct as indicated in the bid documents. ALL LABOR AND MATERIALS, for the sum of: \$\_

Bid Form continues on next page

### **UNIT PRICES**

Jnit-Price No. 1: Miscellaneous Brick Masonry Repair.	
ALL LABOR AND MATERIALS, for the sum of: \$	Per Square Foot
Sum in words: Sixty Nine dollars	Per Square Foot
Unit-Price No. 2: Miscellaneous Brick Masonry Repointing.	
ALL LABOR AND MATERIALS, for the sum of: \$	Per Lineal Foot
Sum in words: Ten 40 lars & xx/100	Per Lineal Foot
<b>VOLUNTARY DEDUCT / VALUE ENGINEERING</b>	
Contractors are encouraged to provide voluntary deducts and/or value engineering base bid plans and specifications. Attach additional pages if necessary:	g suggestions to the
VE No. 1: (provide written description)	WALL PANTELS
	\$15,000.00)
Sum in words: tednet Fifteen Thousand d	~/100 dollars
VE No. 2: (provide written description)	<del></del>
ALL LABOR AND MATERIALS, for the sum of: \$	
Sum in words:	

#### PART D - BIDDER'S CERTIFICATION

The bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
- 2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
- 3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
- 4. Bidder understands domestic steel use requirements as specified in Ohio Revised Code Section 153.011 apply to this project.
- 5. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
- 6. Bidder certifies that the upon the award of a contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 7. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder.
- 8. It is understood and agreed that the work embodied in this contract shall be substantially completed per definition of the AIA General Conditions by the milestone dates indicated in the Contract Documents.

### PART E - SIGNATURE PAGE & INFORMATION ABOUT BIDDER

Legal Name of Business Gutknecht Construction Co.
Name of President <u>Jeff Feinman</u>
Name(s) of Owner (If not Corporation)
Gutknecht is a Corporation / Employee Owned .
Main Office Address 2280 Citygate Dr. / Columbus, OH 43219
Company Tax identification Number 31-0935568
Company Website (if available) www.gutknecht.com
Main Office Telephone Number (614) 532-5410
Main Office Contact Person Char Johnson
Main Contact Person E-mail Address char@gutknecht.com  CONS
Authorized Signature SEAL SEAL SEAL
Printed name and Title Jamie Weisent, Vice President 1978
Date of Signature March 13, 2025

Attach other documents required

**END OF DOCUMENT 00 41 16** 

1.

#### **DOCUMENT 00 45 13 - BIDDER'S QUALIFICATIONS**

Project Number: 2	SHP Comm. No. 2022063.02
Project Name:	FCWDC - Interior Alterations
Company Name:	Gutknecht Construction
Physical Address:	2280 Citygate Dr.
,	Street, Building, Unit
	Columbus, OH 43219
,	City, State, Zip
Mailing Address (if	different):
Ů (	P.O. Box
	City, State, Zip
Telephone Number	(w/ Area Code): (614 )532-5410
Email address: _	char@gutknecht.com

2. Overall Experience. Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under <u>present and former</u> business names.

#### Gutknecht has been in business under the same name for 51 years. See Attached

- 3. Financial. The apparent low Bidder shall submit, upon request of the Contracting Authority, either:
  - a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
  - b) A financial report generated within 30 days prior to the bid opening from Standard and Poor's Financial Services LLC (S&P), Dun & Bradstreet, or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. Facilities & Equipment. Indicate Bidder's relevant facilities and major equipment (leased or owned).

Gutknecht Construction has worked out of our 2280 Citygate Dr. location for 16yrs. We have a warehouse at 1007 Claycraft Rd. we've been in for 10 yrs.

Major Equipment: Mini Backhoe, Dumptruck, (2) Dump Trailers, Skidsteer, Forklift, Tow-Behind Power Washer, 3 Two-Behind Air Compressors (185 CFM), Flatbed Trailer, Cargo Trailer, Box Trailer,

5. Ongoing & Relevant Projects. List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, and project name/contact person/address/phone number for each owner and architect or engineer for each project.

(See Attached)

6.	<b>Regulatory / Contractual.</b> Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.
	a) State or federal Prevailing Wage violations or judgments
	None
	b) Contract abandonment, Contract termination, as either a prime- or sub-contractor, or Surety takeover
	None
	c) Debarment by state, federal or local jurisdictions
	None
	d) EPA/OSHA violations
	None
	e) Liquidated damages and Statutory Delay Forfeiture assessed
	None
	f) Drug-Free Safety Program and Drug Free Workplace Program violations
	None
7.	Management. Identify individuals assigned to this Project.
	Principal
	Exp. <u>24yrs</u>
	Project Manager
	Exp6yrs
	Field Superintendent Years with firm Total

4/1/2025

Exp. 9yrs

8. Certification. I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name

**Gutknecht Construction** 

Authorized Official (please print or type)

Jamie Weisent, Vice President

Signature of Authorized Official

Date 3/13/25

**END OF DOCUMENT 00 45 13** 

#### **DOCUMENT 00 45 14 - NON-COLLUSION AFFIDAVIT**

State of	Ohio	)			
		)	SS:		
County of	f Franklin	)			
The Bido certifies belief:	der and each person signing as to such party's organizat	on be ion, un	ehalf of the Bidder certifies, and in the cander penalty of perjury, that to the best c	ase of a joint bid of the undersign	d, each party thereto ned's knowledge and
1.	collusion, consultation, cor	nmunio	any Alternate bid in the bid have beer ication or agreement, for the purpose of Unit Prices or Alternate bid with any othe	of restricting co	dependently without empetition as to any
2.	bid have not been knowing to the opening, directly or Prices or Alternate bid.	ly disc indirec	v, the Base Bid, Unit Prices or Alternate closed by the Bidder and will not knowin- ctly, to any other Bidder that would have	gly be disclosed e any interest in	d by the Bidder prior n the Base Bid, Unit
3.	corporation to submit or no	to sult	will be made by the Bidder to induce a bmit a bid for the purpose of restricting of	any other indivi	dual bading Ania of
	ed Signature:		_ \		岁 1978
Print Na	me: Jamie We	eisent	t Title: Vice Pre	esident	- OHIO .
Compan	y Name:		Gutknecht Construction		15/20 TOO
ADDITIO	DNAL SIGNATURE FOR JO	INT VE	ENTURE:		327.83
Authoriz	ed Signature: N/A				
Print Na	me:		Title:		<del></del>
Compan	y Name:				
Sworn to		this _1	My Commission Expores	x Johns	

**END OF DOCUMENT 00 45 14** 

BID/PERMIT January 24, 2025

#### **DOCUMENT 00 45 15 - DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**

State of Ohio	)		
County ofFranklin	) SS:		
County of	,		
Bid identification –			
CONTRACTOR	Jamie We	eisent	_
being first duly sworn, deposes and s	ays that they are		
	Vice President		
(sole owner, a partner, presi	dent, secretary, etc.)		
of Gutknecht Consumer oath, pursuant to Section 571 company (was) was not charged Property for Fairfield or Free taxes, including due and unpaid penal	9.042 of the Ohio Reviewith delinquent personal anklin County,	al property taxes on the General Ta Ohio, the amount of such due and	was submitted, my ax List of Personal
A copy of this statement shall be tran is submitted.	smitted by the Fiscal Off	icer to the County Treasurer within 30	) days of the date it
Delinquent Personal Property Tax		\$	
Penalties		\$	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Interest		Signed:// Jamie/Weisent, Vice President	SEAL 1978
Sworn to and subscribed before me t	his <mark>13th</mark> day of	March , 20 25	Minimum.
N CHILL	NICH POPULATION OF THE POPULAT	Charmeign Johns Notary Public  My Commission Expires 7/12	23/27

**END OF DOCUMENT 00 45 15** 

301

#### **DOCUMENT 00 45 17 – UNRESOLVED FINDINGS FOR RECOVERY AFFIDAVIT**

State of Ohio	)	
	) SS:	
County of Franklin	)	
I / WE	Jamie Weisent	
Q <del></del>	bmit this Adffidavit to the <b>Board of Cor</b>	nmissioners of Fairfield County Ohio.
Neither the undersigned nor the entite County Ohio	ty which has submitted the low bid to tl	ne Board of Commissioners of Fairfield
For the following project: "Fairfield C	County Workforce Development Cen	ter - Interior Alterations"
Has any unresolved findings for reco at the time this bid was submitted for		to Section 9.24 of the Ohio Revised Code,
Signed: Jamie Weisent, Vice Preside	SEAL 1978 OHIO	
(Printed Name and Title)	- Annumin	
2280 Citygate Dr.		
(Address)		
Columbus	ОН	43219
(City)	(State)	(Zip Code)

**END OF DOCUMENT 00 45 17** 

#### **DOCUMENT 00 45 18 - CAMPAIGN CONTRIBUTIONS AFFIDAVIT**

State of _	Ohio	N.					
State of _	<u> </u>	) SS:					
County of	Franklin	)					
-			J - Elddaria	the commetitive bidd	ing for		
Personally	appeared before me the	-					
	Gutknecht Construct (Name of Entity)	ion	for a	General Co (Type	onstruction of Product or S	ervice)	
the followi	t by the <b>Board of Comm</b> ing statement with respect sed Code Section 3517.13 thority to make the follow	to prohibite 3 (campaigi	ed activities c n contribution	onstituting a conflict on sand reporting) and	of interest or oth further states th	ner violation nat the under	under signed
1.	That no person or perso corporation nor any spot years, one or more controf a public office having Committee nor have they	ise of such butions tota ultimate	person, has aling in exces responsibility	made, as an individu ss of one thousand do for the award of th	ual, within the to ollars to a cand his contract, or	wo previous idate for or tl to his/her o	calendar he holder campaign
2.	That no person or perso provision of Ohio Revise	ns employed Code Sec	ed by the abortion 3517.13.	ove named firm, not	their spouses a	are in violatio	on of any
		5	BIDDER: SIGNATURE NAME: <u>Jam</u> i	HALLS e-Weisent	4.V)	NE NE	CONS SEAL 1978
		-	TITLE: Vice	President		Yn:	OHIO
		I	DATE: Marc	h 13, 2025		111	minimin.
Sworn to a	and subscribed before me	this131	<mark>th</mark> day of _	March	, 20 <b>25</b>		
	MA COMMINION	ICIN PROPERTY OF	SON LONG THE TOTAL PORTING THE	Notary Public  My Commission E	igs for	h <u>nslo</u> x 1123127	

END OF DOCUMENT 00 45 18

#### **DOCUMENT 00 43 13 - BID GUARANTY AND CONTRACT BOND (ORC § 153.571)**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
Gutknecht Construction Co. ("Contractor") as principal and
Old Republic Surety Company as sureties are hereby held and
firmly bound unto the <b>Board of Commissioners of Fairfield County Ohio</b> , as obligee in the penal sum of the dol amount of the bid submitted by the principal to the
obligee on <u>March 13</u> , 20 <u>25</u> , to undertake the project known as:
"Fairfield County Workforce Development Center - Interior Alterations" ("Project")
The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating a additive or deductive Alternates made by the principal on the date referred to above to the obligee, which a accepted by the obligee. In no case shall the penal sum exceed the amount of
(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including a Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bincluding add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal su well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrato successors, and assigns.
Signed this 13th day of March, 20 25.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material,

which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

4/1/2025

bid for work on the Project.

BID/PERMIT January 24, 2025

Signed and sealed this 13th day of	f, 20 <u>25</u> .	Jin. C
	By: Printed Name & Title: AMIE U	eisent, Vice President
	Old Republic Surety Company (SURETY) (Seal)  By: Stephania M. V.	Kite Atternay In East
	Printed Name & Title: Stephanie M. V  HUB International Limited  NAME OF SURETY'S AGENT	vnite, Attorney-iri-ract
	Surety's Agent's Address: 1600 W. La	ne Avenue, Suite 200
	Columbus,	OH 43221
	Surety's Agent's Telephone Number:	614-453-4400
	Surety's Agent's E-mail:	614-326-0132

**END OF DOCUMENT 00 43 13** 



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GREGORY R. OVERMYER, JACK E. KEHL, JR., AMY M. PERDUE, STEPHANIE M. WHITE,

DAVE CATANESE, BRIAN MOZENA, PEYTON JANLIN of COLUMBUS, OH

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY CON	IPANY has caused these presents to be signed by its proper officer, and its co	urporate sear to be
affixed this and day of June		
· · ·	OLD REPUBLIC SURETY CO	MPANY
v 48 22 4	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
d. Outlands	SEAL	
haunt Hargies	1981 Isan Mice	
Assisant Secreta	President	
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS	and white the state of the stat	
On this 2nd day of June	,, personally came before me,Alan Pavlic	
Karen I Haffner	, to me known to be the individuals and officers of the OLD REPUBLIC SL	JRETY COMPANY
ano	ed the execution of the same, and being by me duly sworn, did severally de	pose and say: that
they are the said officers of the corporation aforesaid, and that the	e seal affixed to the above instrument is the seal of the corporation, and that s	said corporate seal
and their signatures as such officers were duly affixed and subsci	ibed to the said instrument by the authority of the board of directors of said co	rporation.
and their digitatal de decir emission were assy animes and the	•	
	$\sim$ $\sim$ $\sim$ $\sim$ $\sim$	2.22
	Kathern R. Lean	5000
	Notany Public	
	Notary rubile	
	My Commission Expires: September	28, 2022
CERTIFICATE	(Expiration of notary's commission does not inva	
I, the undersigned, assistant secretary of the OLD REPUB	BLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foreg	

Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of

27-0469

Attorney, are now in force

Signed and sealed at

Signed and sealed at the City of Brookfield, WI this \_\_\_\_

day of March

ORSC 22262 (3-06)

**OVERMYER HALL ASSOCIATES** 

#### OLD REPUBLIC SURETY COMPANY OF BROOKFIELD, WISCONSIN

#### STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

#### ADMITTED ASSETS

Bonds	\$115,506,106
Common stocks	38,530,407
Cash and cash equivalents	13,435,097
Receivable for securities	575,000
Premiums and agents' balances in course of collection (not over 90 days)	9,700,887
Amounts recoverable from reinsurers	4,475,323
Net deferred tax asset	2,444,806
Investment income due and accrued	1,208,914
Current federal and foreign Income tax recoverable and interest	114,093
Receivables from parent, subsidiaries and affiliates	1,964,033
TOTAL ADMITTED ASSETS	\$187,954,666
TOTAL ACIMIT LES TICOLES	9 <del></del>
LIABILITIES AND SURPLUS	
Losses	\$10,809,586
Loss adjustment expenses	7,543,530
Commissions payable, contingent commissions and other similar charges	4,117,628
Other expenses (excluding taxes, licenses and fees)	7,584,819
Taxes, licenses and fees (excluding federal income taxes)	562,820
Unearned premiums	61,749,652
Advance premium	496,562
Ceded reinsurance premiums payable (net of ceding commissions)	4,926,993
Amounts withheld or retained by company for account of others	40,462
Drafts outstanding	247,030
Payable to parent, subsidiaries and affiliates	46,741
Other liabilities	1,015,368
TOTAL LIABILITIES	\$99,141,191
10 (AL LINDIE) ILO	, , -

SURPLUS AS REGARDS POLICYHOLDERS \$187,954,666 TOTAL LIABILITIES AND SURPLUS

Securities carried at \$2,930,792 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )

Common capital stock

Unassigned funds (surplus)

Gross paid in and contributed surplus

COUNTY OF WAUKESHA)

Alan P. Pavlic, President, and Karen J. Haffner, Treasurer/SVP of Old Republic Surety Company of Brookfield, Wisconsin being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of 2023, according to the best of their information, knowledge and belief, respectively. December

Alan P

Karen J. Haffner, Treasurer/SVP

Sworn to and subscribed before me this 4th day of March, 2024.

Notary Public, State of Wisconsin

My Commission expires: July 31, 2027



2,900,000

16,534,036

69,379,439

\$88,813,475

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

#### **Ohio Department of Insurance**

Mike DeWine - Governor Judith French - Director



#### Certificate of Compliance

Issued 03/15/2024 Effective 04/02/2024 Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OLD REPUBLIC SURETY COMPANY

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity Other Liability Surety

<u>OLD REPUBLIC SURETY COMPANY</u> certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$182,986,700, liabilities in the amount of \$88,543,549, and surplus of at least \$94,443,150.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith French, Director

Sudith L. French



FOR

FOR

**ABOUT** 

NEWS &

FORMS &

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Q

**EMPLOYERS** 

**PROVIDERS** 

BWC

**EVENTS** 

**PUBLICATIONS** 

HELP

SEARCH

**OhioBWC - Employer - Service:** (State construction contractor look-up) - Results

Policy number: 635233-0 Company name: GUTKNECHT CONSTRUCTION CO

Construction contractor status: APPROVED Construction contractor status date: 4/21/2014

search again

e: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program t complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an 'ROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) ch makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to lew this database for the most current information, you may print this as verification of your current status.



Mike DeWine, Governor Jon Husted, Lt. Governor Lydia Mihalik, Director

November 14, 2024

Jennifer Green, Accounting Gutknecht Construction Company 2280 Citygate Drive Columbus, Ohio 43219 Columbus, OH 43219

SUBJECT: Certificate of Compliance Certification

Status: In Compliance

Effective Dates: November 14, 2024 - May 14, 2025

#### Dear Jennifer Green:

The Ohio Department of Development, Minority Business Development Division (MBDD) hereby issues Gutknecht Construction Company a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires MBDD to review affirmative action programs and plans of each company desiring to participate on state or state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, MBDD has found no such violation(s).

Please be advised that for Gutknecht Construction Company to maintain certification status, Gutknecht Construction Company must continue to ensure equal employment opportunities in accordance with applicable state and federal EEO laws, rules, regulations, guidelines, and meet those contractual obligations for which Gutknecht Construction Company has agreed.

Sincerely,

Monica L. Womack

Chief



# GUTKNECHT CONSTRUCTION COMPANY CURRENT PROJECTS

Project: VARIOUS ADDITIONS & RENOVATIONS TO TRI-COUNTY CAREER CENTER

Owner: Tri-County Career Center Architect: Schorr Architects, Inc.

Contract Amount: \$4,242,000.00

Project: GALLIA ACADEMY WELLNESS CENTER

Owner: Gallipolis City School District

Architect: VSWC Architects
Contract Amount: \$3,522,000.00

Project: HOLZER SYCAMORE BRANCH X-RAY AREA

Owner: Holzer Hospital Foundation dba Holzer

Architect: Panich + Noel Architets

Contract Amount: \$89,500.00

Project: HOLZER STERILIZATION RENOVATION 2024

Owner: Holzer Hospital Foundation dba Holzer

Architect: BDT Architects Contract Amount: \$218,000.00

Project: OSU PRESSEY-90/92 ULAR EXPANSION

Owner: The Ohio State University

Architect: NBBJ LLC Contract Amount: \$623,000.00



Project: OU CONVOCATION CENTER WOMEN'S BASKETBALL LOCKER ROOM

**SHOWERS & BATHROOMS UPDATE 2022** 

Owner: Ohio University

Architect: VSWC Architects Inc.

Contract Amount: \$139,000.00 Completion Date: January 2025

Project: OU BOYD HALL THE DISTRICT HOODS AND OVENS REPLACEMENT

Owner: Ohio University
Architect: Wellogy LLC
Contract Amount: \$169,000.00
Completion Date: November 2024

Project: OU RUSS RESEARCH OPPORTUNITY ENTER-AREA A EQUIPMENT AND DOOR

**INSTALLATION 2024** 

Owner: Ohio University

Architect: Fishbeck, Thompson, Carr and Huber, Inc.

Contract Amount: \$120,000.00 Completion Date: \$120,002.00

Project: SMEAD MANUFACTURING

Owner: The Smead Manufacturing Company, LLC

Architect: BDT Architects
Contract Amount: \$1,344,000.00
Completion Date: October 2024

Project: FAIRFIELD CO. WORKFORCE DEVELOPMENT CENTER

**OU ENGINEERING LAB ALTERATIONS** 

Owner: Board of Commissioners of Fairfield County Ohio

Architect: SHP

Contract Amount: \$1,566,000.00 Completion Date: \$0.0000.00

Project: HOLZER GALLIPOLIS IMAGING SUITE RENOVATION-PH3

Owner: Holzer Hospital Foundation dba Holzer

Architect: BDT Architects
Contract Amount: \$1,549,000.00
Completion Date: October 2024

Project: OU BOYD HALL THE DISTRICT DOCK AND DRIVE REPAVING 2024

Owner: Ohio University

Architect: The Osborn Engineering Company

Contract Amount: \$161,400.00 Completion Date: \$101,400.00

Project: SOUTHEAST OHIO CLASSICAL ACADEMY SCHOOL RENOV.

Owner: Southeast Ohio Classical Academy

Architect: BDTAID, Inc.
Contract Amount: \$1,515,000.00
Completion Date: July 2024

2.5

Project: OU PEDEN STADIUM ATHLETIC TRAINING ROOM RENOV.

Owner: Ohio University

Architect: VSWC Architects, Inc.

Contract Amount: \$241,000.00 Completion Date: June 2024

Project: DEER CREEK STATE PARK LODGE RENOVATION

Owner: US Hotel / ODNR
Architect: BDT Architects
Contract Amount: \$3,289,000.00
Completion Date: February 2024

Project: SHAWNEE LODGE & CONFERENCE CENTER REMODEL

Owner: US Hotel / ODNR
Architect: BDT Architects
Contract Amount: \$1,991,000.00
Completion Date: December 2023

Project:MACSHACK, ATHENSOwner:4EG MS Athens, LLCArchitect:KBA Inc., Architects

Contract Amount: \$287,789.00 Completion Date: January 2023

Project: INNOVATION CENTER FIRST FLOOR FLOORING UPGRADES 2021

Owner: Ohio University
Architect: Ohio University
Contract Amount: \$28,690.00
Completion Date: January 2023

Project: O'BLENESS HOSPITAL LAB ANALYZER

Owner: OhioHealth Corporation

Architect: BDTAID, Inc.
Contract Amount: \$191,000.00
Completion Date: March 2023

Project: 66 UNIVERSITY TERRACE INTERIOR REFRESH

Owner: Ohio University
Architect: BDTAID, Inc.
Contract Amount: \$156,000.00
Completion Date: May 2023

313

Project: NELSON DINING HALL FLOORING REPLACEMENT

Owner: Ohio University
Architect: Wellogy Design, LLC

Contract Amount: \$630,000.00 Completion Date: \$630,000.23

Project: HOLZER GALLIPOLIS IMAGING RENOVATION-PH 1 & 2

Owner: Holzer Hospital
Architect: BDTAID, Inc.
Contract Amount: \$399,000.00
Completion Date: August 2023

Project: TRI-COUNTY CAREER CENTER-STUDENT DINING

Owner: Tri-County Career Center Architect: Schorr Architects Inc. \$1,484,000.00

Contract Amount: \$1,484,000.00 Completion Date: August 2023

Project: ALDEN CAFÉ BIBLIOTECH IMPROVEMENTS

Owner: Ohio University
Architect: BDTAID, Inc.
Contract Amount: \$289,000.00
Completion Date: August 2023

Project: QUIDEL MISCELLANEOUS PROJECTS

Owner: Quidel
Architect: BDTAID, Inc.
Contract Amount: \$1,571,500.00
Completion Date: August 2023

Project: WALTER HALL 235 CLASSROOM RENOVATION

Owner: Ohio University
Architect: Champlin Architecture
Contract Amount: \$320,000.00

Completion Date: \$320,000.00

October 2023

Project: BODINE PERRY BRIDGE PARK OFFICE RENOVATION

Owner: Bodine Perry, Public Accountants
Design/Build Architect: Gutknecht Construction

Contract Amount: \$1,110,000.00
Completion Date: November 2023

Project: COPELAND HALL WALLPAPER REMOVAL

Owner: Ohio University
Architect: Ohio University
Contract Amount: \$144,000.00
Completion Date: April 2022

Project: CIRCLEVILLE PRIMARY CARE

Owner: OhioHealth
Architect: M&A Architects
Contract Amount: \$142,000.00
Completion Date: May 2022

Project: GROSVENOR HALL ADMINISTRATIVE RELOCATION RENOVATION

Owner: Ohio University
Architect: FishBeck
Contract Amount: \$607,000.00
Completion Date: June 2022

Project: MAUMEE BAY LODGE REUNION CABIN

Owner: US Hotel / ODNR
Architect: BDTAID, Inc.
Contract Amount: \$1,577,000.00
Completion Date: July 2022

Project: WELLOGY NEW OFFICE BUILD

Owner: Wellogy LLC
Architect: Wellogy LLC
Contract Amount: \$660,000.00
Completion Date: August 2022

Project: TRIMBLE MIDDLE SCHOOL & HIGH SCHOOL RESTROOM RENOVATION

Owner: Trimble Local Schools
Architect: VSWC Architects
Contract Amount: \$375,000.00
Completion Date: August 2022

Project: O'BLENESS CASTROP PULMONARY SUITE RENOVATION

Owner: OhioHealth

Architect: BDT Architects & Designers

Contract Amount: \$314,000.00 Completion Date: February 2021

Project: SOUTHEAST OHIO HISTORY CENTER RECEPTION & EXHIBIT AREA

Owner: Southeast Ohio History Center

Architect: VSWC Architects
Contract Amount: \$109,000.00
Completion Date: May 2021

Project: OHIO HEALTH CASTROP 2<sup>ND</sup> FLOOR OBGYN SUITE

Owner: Ohio Health Physician Group

Architect: BDTAID, Inc. Contract Amount: \$109,000.00 Completion Date: June 2021

Project: INNOVATION CENTER INFRASTRUCTURE UPGRADES

Owner: Ohio University

Architect: SPGB Architects, LLC

Contract Amount: \$799,000.00 Completion Date: July 2021

Project: HOLZER CENTRAL STERILIZATION RENOVATION

Owner: Holzer Health System
Architect: Kramer Engineers
Contract Amount: \$227,000.00
Completion Date: August 2021

Project: OHIOHEALTH CASTROP CENTER ENDOCRINOLOGY SUITE RENOVATION

Owner: OhioHealth O'Bleness Hospital Architect: BDT Architects & Designers

Contract Amount: \$267,440.00 Completion Date: November 2021

Project: OHIOHEALTH CASTROP CENTER PEDIATRICS SUITE RENOVATION

Owner: OhioHealth O'Bleness Hospital Architect: BDT Architects & Designers

Contract Amount: \$297,000.00 Completion Date: November 2021

Project: FAIRFIELD CO. AUDITOR'S REAL ESTATE DEPT. RENOVATION

Owner: The Fairfield County Commissioners

Architect: DLZ Architecture, Inc.

Contract Amount: \$2,048,000.00 Completion Date: March 2020

Project: 29 PARK PLACE & CARRIAGE HOUSE RENOV/ADA IMPROVEMENTS

Owner: Ohio University

Architect: Davis Wince Ltd Architecture

Contract Amount: \$2,310,000.00 Completion Date: \$eptember 2020

Project: KONNEKER ALUMNI CENTER ADA ADDITIONS & RENOV 2018

Owner: Ohio University
Architect: WSA Studio
Contract Amount: \$956,000.00
Completion Date: October 2020

Project: RIDGES BLDG. 13 + 14 COFA 3<sup>RD</sup> FLOOR

Owner: Ohio University

Architect: BDT Architects & Designers

Contract Amount: \$196,000.00 Completion Date: December 2020

316

Project: O'BLENESS CASTROP OB SUITE RENOVATION

Owner: OhioHealth

Architect: BDT Architects & Designers

Contract Amount: \$691,000.00 Completion Date: \$491,000.00

Project: STEWMAC FACILITY ALTERATION

Owner: StewMac

Architect: BDT Architects and Interior Designers

Contract Amount: \$3,958,800.00 Completion Date: November 2019

#### Prosecutor's Approval Page

Resolution No.

A Resolution Accepting the Bids and Authorizing the Approval Bid Award for the Workforce Center – Economic Development and Medical Lab Spaces

(Fairfield County Facilities)

Approved as to form on 3/28/2025 10:18:33 AM by Amy Brown-Thompson,

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

Any Brown Manpson

#### Signature Page

Resolution No. 2025-04.01.o

A Resolution Accepting the Bids and Authorizing the Approval Bid Award for the Workforce Center, Economic Development and Medical Lab Spaces

(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.

2025-04.01.p

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 - \$128.00

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: \$128.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

#### Signature Page

Resolution No. 2025-04.01.p

A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-04.01.q

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

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Healing Pathways Transitional Homes, Inc. 1667 State Ave Cincinnati, OH 45204 and

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

**WHEREAS,** this agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup> 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 Healing Pathways Transitional Homes, 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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
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: Healing Pathways Transitional Homes

Date: 2/28/2025 1:44:24 PM

This search produced the following list of 4 possible matches:

Name/Organization	Address
Rhea, Monica	1049 Walton Ave.
Rhea, Shalan	
Rhea Academy Community School	
Rhea-Byrd, Rhonda	

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: 005

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

24004717 - 05

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

VENDOR

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HEALING PATHWAYS TRANSITIONAL HOMES INC 1667 STATE AVE CINCINNATI, OH 45204

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	
			5111		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
05/20/2024	17453			JOB & FAMILY SERVICES	
NOTES					

#### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY UOM		UNIT PRICE	EXTENDED PRICE	
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$97,060.00	\$97,060.00	

#### COUNTY AUDITOR'S CERTIFICATE

4/1/2025

It is hereby certified that the amount \$97,060.00 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: 05/20/2024

Auditor Fairfield County, OH

Total Ext. Price	\$97,060.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$97,060.00

#### 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

Healing Pathways Transitional Homes, Inc., hereinafter "Provider", whose address is:

Healing Pathways Transitional Homes, Inc. 1667 State Ave Cincinnati, OH 45204

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

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Homes, Inc.

#### **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;

4/1/2025

- 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

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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

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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;
- 3. Death of Child:
- 4. Illicit drug/alcohol use: Abuse of medication or toxic substance:
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting

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- community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <a href="OAC 5101:2-42-67">OAC 5101:2-42-67</a> 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 OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 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.

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4/1/2025

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- 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.

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- 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.

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#### 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;

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- 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 <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 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

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registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to Healing Pathways Transitional Homes, Inc.

1667 State Ave Cincinnati, OH 45204

#### Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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

#### Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

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#### Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;
  - 5. Severability of interests;
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).

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

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

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

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- 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

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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 <a href="OAC">OAC</a> 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

4/1/2025

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 <u>ORC 5719.042</u>. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the

statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

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

#### Article XXIX. PROPERTY OF AGENCY

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

#### Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid 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.

Contract ID: 19467981
Fairfield County Department of Job and Family Services / Healing Pathways Transitional Homes, Inc.

04/01/2025 - 03/31/2026

#### 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: 19467981
Fairfield County Department of Job and Family Services / Healing Pathways Transitional Homes, Inc.

04/01/2025 - 03/31/2026

#### **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,

04/01/2025 -03/31/2026 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

04/01/2025 -03/31/2026

Contract ID: 19467981

4/1/2025

Fairfield County Department of Job and Family Services / Healing Pathways Transitional Homes, Inc.

Page 23 of 26

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: Healing Pathways Transitional Homes, Inc.** 

Print Name & Title	Signature	Date
LiDairious Hafford-Director-HPTH	LiDairious Hafford	02/17/2025

### Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

04/01/2025 - 03/31/2026

#### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
Provider / ID: Healing Pathways Transitional Homes, Inc. / 27985224

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
State Avenue Group Home (20954)	7637913			\$405.00	\$18.00			\$37.00				\$460.00	04/01/2025	03/31/2026

Contract ID: 19467981
Fairfield County Department of Job and Family Services / Healing Pathways Transitional Homes, Inc. / 27985224
4/1/2025

Run Date: 02/10/2025

Contract Period: 04/01/2025 - 03/31/2026



# A Contract regarding Healing Pathways Transitional Homes between Job and Family Services and

Approved on 2/21/2025 11:46:46 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:19:48 PM by Corey Clark, Director of Fairfield County Job & Family Services

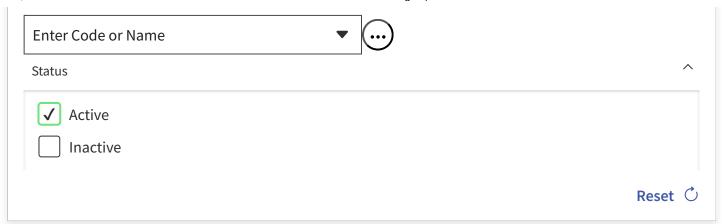
Corey Clark, Director

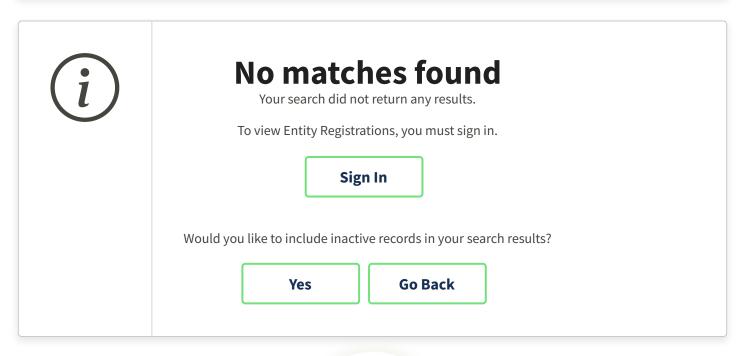
Fairfield County Job & Family Services

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#### Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 3/25/2025 1:47:21 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-04.01.q

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Healing Pathways Transitional Homes, 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.

2025-04.01.r

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Just Like Us Enrichment Agency Inc.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Just Like Us Enrichment Agency Inc. 2799 Hazelton Ct Cincinnati, OH 45251 and

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

**WHEREAS,** this agreement shall be effective March 1<sup>st</sup>, 2025 through February 28<sup>th</sup> 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 Just Like Us Enrichment Agency 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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
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: Just Like Us Enrichment Agency Inc

Date: 3/5/2025 1:56:33 PM

This search produced the following list of 1 possible matches:

Name/Organization	Address
Justis, Cathy	158 S 3rd 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.

# 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

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

25003291 - 00

**Purchase Order** 

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>EZDOR

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JUST LIKE US ENRICHMENT AGENCY 2799 HAZELTON CT CINCINNATI, OH 45251 SHIP TO

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

DATE REQUIRED	3557 FREIGHT METHOD/TERMS	
DATE REQUIRED	EDEIGHT METHOD/TERMS	
DATE REGULED	FREIGHT MIETHOD/TERMS	DEPARTMENT/LOCATION
		JOB & FAMILY SERVICES
	NO <sup>-</sup>	NOTES

#### CONGREGATE 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	CONGREGATE CARE	1.0	EACH	\$25,000.00	\$25,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/04/2025

Auditor Fairfield County, 4/1/2025

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

# 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

Just Like Us Enrichment Agency Inc., hereinafter "Provider", whose address is:

Just Like Us Enrichment Agency Inc. 2799 Hazelton Ct Cincinnati, OH 45251

Collectively the "Parties".

Contract ID: 19469581 03/01/2025 - 02/28/2026
Fairfield County Department of Job and Family Services / Just Like Us Enrichment Agency

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Inc.

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Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

Section 1.03 EXHIBITS

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ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

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ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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ARTICLE XXXI. NO ADDITIONAL WAIVER IMPLIED

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ARTICLE XXXIII. APPLICABLE LAW AND VENUE

ATTACHMENTS TO THIS AGREEMENT

Contract ID: 19469581 03/01/2025 - 02/28/2026

#### **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

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competitive procurement process at the rates existing for the term then in effect.)

#### Article III. ORDER OF PRECEDENCE

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

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

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

#### Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

#### Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any

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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.
- 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:

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- 1. When physical restraint is used/applied; and
- 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <a href="OAC 5101:2-42-67">OAC 5101:2-42-67</a> 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

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school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

# Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 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

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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

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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

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- 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

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activities.

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- 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;
    - 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

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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

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

#### Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <a href="ORC">ORC</a>
  <a href="5103.0323">5103.0323</a>.</a>
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to 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 5101.14. 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.

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#### 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

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- Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### Article XV. ATTACHMENTS/ADDENDA

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

#### Article XVI. NOTICE

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

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to Just Like Us Enrichment Agency Inc.

2799 Hazelton Ct Cincinnati, OH 45251

# Article XVII. CONSTRUCTION

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

#### Article XVIII. NO ASSURANCES

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- 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.

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### 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.

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- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control follow form primary; and
  - 8. Drop down feature.

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

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  - 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

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- 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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- 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.

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#### 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

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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

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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.

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#### 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

4/1/2025

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: 19469581
Fairfield County Department of Job and Family Services / Just Like Us Enrichment Agency

#### **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

Contract ID: 19469581 03/01/2025 - 02/28/2026

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 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

Contract ID: 19469581 03/01/2025 - 02/28/2026

Fairfield County Department of Job and Family Services / Just Like Us Enrichment Agency

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.

Inc.

# **SIGNATURES OF PARTIES:**

Provider: Just Like Us Enrichment Agency Inc.

Print Name & Title	Signature	Date
Angeligas Payne, Administratoe	AngelignoPayre	3.4.25
Agency: Fairfield County Department of Job and	d 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: Just Like Us Enrichment Agency Inc. / 28420387

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
Hazelton Court Group Home (20990)	7653663			\$187.50	\$12.50							\$200.00	03/01/2025	02/28/2026
Hazelton Court Group Home (20990)	7653663			\$237.50	\$12.50							\$250.00	03/01/2025	02/28/2026
Hazelton Court Group Home (20990)	7653663			\$285.50	\$14.50							\$300.00	03/01/2025	02/28/2026
Hazelton Court Group Home (20990)	7653663			\$359.50	\$15.50							\$375.00	03/01/2025	02/28/2026
Hazelton Court Group Home (20990)	7653663			\$385.00	\$15.00							\$400.00	03/01/2025	02/28/2026
Hazelton Court Group Home (20990)	7653663			\$460.00	\$15.00							\$475.00	03/01/2025	02/28/2026



# A Contract regarding Just Like Us Enrichment Agency between Job and Family Services and

Approved on 3/5/2025 8:10:44 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

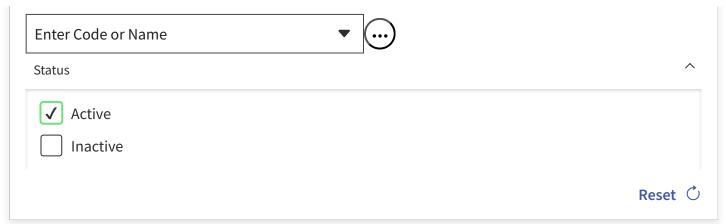
Approved on 3/5/2025 1:00:26 PM by Corey Clark, Director of Fairfield County Job & Family Services

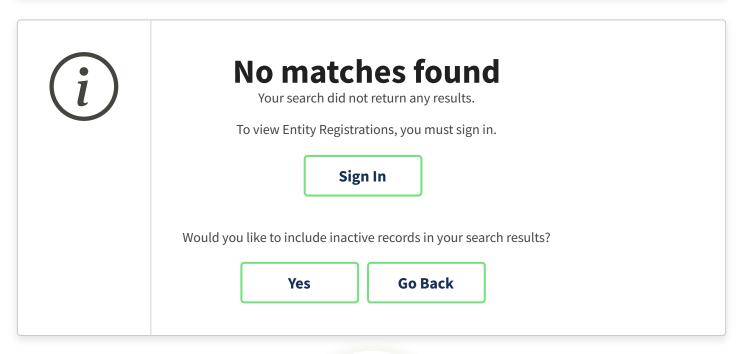
Corey Clark, Director

Fairfield County Job & Family Services

3/5/25, 1:56 PM SAM.gov | Search

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4/1/2025

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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 Just Like Us Enrichment Agency Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/25/2025 1:56:16 PM by Steven Darnell,

# Signature Page

Resolution No. 2025-04.01.r

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and Just Like Us Enrichment Agency 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.

2025-04.01.s

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and NECCO Inc.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with NECCO Inc. 135 Merchant St. Springdale, OH 45246 and

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

**WHEREAS,** this agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup> 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 NECCO 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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
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: NECCO

Date: 2/28/2025 2:37:45 PM

This search produced the following list of 2 possible matches:

Name/Organization	Address
Bauknecht, Russell	P.O. Box 191
Mt. Calvary Penecostal Church	1812 Oak Hill Avenue

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#

25001892 - 01

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

>ENDOR

В

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0

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		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
			2044		
DATE ORDERED	VENDOR NUMBER	NDOR NUMBER DATE REQUIRED FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2025	13358	JOB & FAMILY SER		JOB & FAMILY SERVICES	
		NOT	ES		

#### **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	\$45,000.00	\$45,000.00	

#### COUNTY AUDITOR'S CERTIFICATE

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, O 4/1/2025

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

### 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

NECCO, Inc., hereinafter "Provider", whose address is:

NECCO, Inc. 135 Merchant St Springdale, OH 45246

Collectively the "Parties".

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Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

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ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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ATTACHMENTS TO THIS AGREEMENT

#### **RECITALS**

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

#### Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 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.)

#### 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;
- 3. Death of Child;
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

- the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <a href="OAC">OAC</a> 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 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 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).
- 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 NECCO, Inc.

135 Merchant St Springdale, OH 45246

#### 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 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 <a href="OAC">OAC</a> 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with <a href="OAC 5101:2-5-09">OAC 5101:2-5-09</a> have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, 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-ofnetwork 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.

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:**

Signature	Date
Bonine LLogan	02/20/2025
	D . 1 l .

## Agency: Fairfield County Department of Job and Family Services

Provider: NECCO, Inc.

Print Name & Title	Signature	Date

Contract ID: 19470031 Fairfield County Department of Job and Family Services / NECCO, 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: NECCO, Inc. / 12429353

Run Date: 02/20/2025 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	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)- FFH	4973663			\$43.54	\$30.00						\$73.54	04/01/2025	03/31/2026
Treatment Foster Care Level 1 (30247)- SN	4977663			\$54.76	\$40.00						\$94.76	04/01/2025	03/31/2026
Treatment Foster Care Level 2/3 (30248)- SN	4977664			\$67.79	\$40.00						\$107.79	04/01/2025	03/31/2026
Treatment Foster Care Special Needs (30249)- SN	4973664			\$76.38	\$45.00						\$121.38	04/01/2025	03/31/2026



## A Contract regarding NECCO between Job and Family Services and

Approved on 2/21/2025 11:50:25 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 2/21/2025 1:20:47 PM by Corey Clark, Director of Fairfield County Job & Family Services

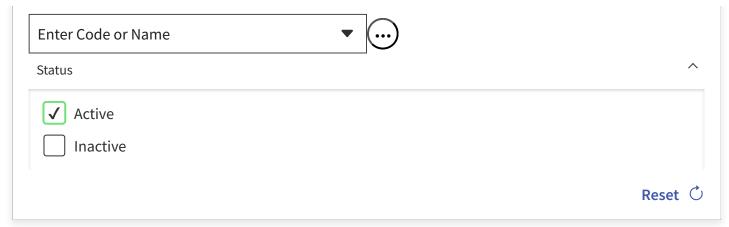
Corey Clark, Director

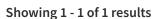
Fairfield County Job & Family Services

2/28/25, 2:37 PM SAM.gov | Search

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2/28/25, 2:37 PM SAM.gov | Search





## Date Modified/Updated

Sort by

#### **NECCO LEEANN COLEMAN** Active

**Unique Entity ID** 

(blank)

CAGE Code

(blank)

Physical Address

LAPORTE, CO 80535 USA

#### **Exclusion**

Classification
Individual
Activation Date
Apr 20, 2006
Termination Date
Indefinite





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Our Community USASpending.gov

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4/1/2025

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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 NECCO Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/25/2025 1:59:38 PM by Steven Darnell,

#### Signature Page

Resolution No. 2025-04.01.s

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and NECCO 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.

2025-04.01.t

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and ENA Inc.

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with ENA Inc. 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 agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup> 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 ENA 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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
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: ENA Inc

Date: 2/28/2025 2:44:21 PM

This search produced the following list of 1 possible matches:

#### Name/Organization

#### **Address**

Blumenauer, Toni

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: 002

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

25001892 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

VENDOR

В

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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		NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE			
	2044						
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	\$75,000.00	\$75,000.00

#### COUNTY AUDITOR'S CERTIFICATE

4/1/2025

It is hereby certified that the amount \$75,000.00 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
 \$75,000.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$75,000.00

## 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

ENA, Inc., hereinafter "Provider", whose address is:

ENA, Inc. 6 Pedro, OH 45659

Collectively the "Parties".

4/1/2025

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ARTICLE IV. DEFINITIONS GOVERNING THIS AGREEMENT

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ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

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ARTICLE XX. INSURANCE

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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 **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.)

## 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 <a href="OAC">OAC</a> 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 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 <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

- calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

#### Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, 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 <a href="ORC">ORC</a> 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 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 ENA, Inc.

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Pedro, OH 45659

#### 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 <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: 19468681 04/01/2025 - 03/31/2026

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-ofnetwork 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.

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.

04/01/2025 - 03/31/2026 Contract ID: 19468681

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: ENA, Inc.

Print Name & Title	Signature	Date
Dana Adkins- Director of Program Performance and Administration	D. Shans Adkins	2/13/2025

## 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: ENA, Inc. / 24475

Run Date: 02/13/2025 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
Residential Services - Level 1 (20662)	1507640			\$622.00	\$5.00							\$627.00	04/01/2025	03/31/2026
Residential Services - Level 2 (20743)	2167672			\$684.00	\$8.00							\$692.00	04/01/2025	03/31/2026
Residential Services - Level 3 (20744)	2167673			\$728.00	\$13.00							\$741.00	04/01/2025	03/31/2026
Residential Services - Level 4 (20849)	6283663			\$760.00	\$19.00							\$779.00	04/01/2025	03/31/2026



## A Contract regarding ENA between Job and Family Services and

Approved on 2/21/2025 11:43:05 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

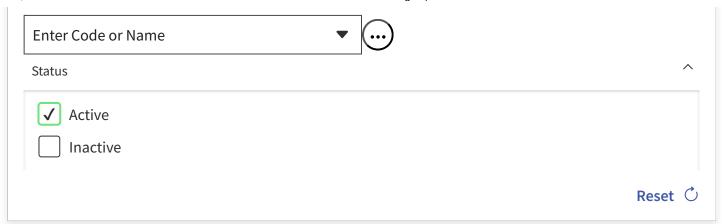
Approved on 2/21/2025 1:18:54 PM by Corey Clark, Director of Fairfield County Job & Family Services

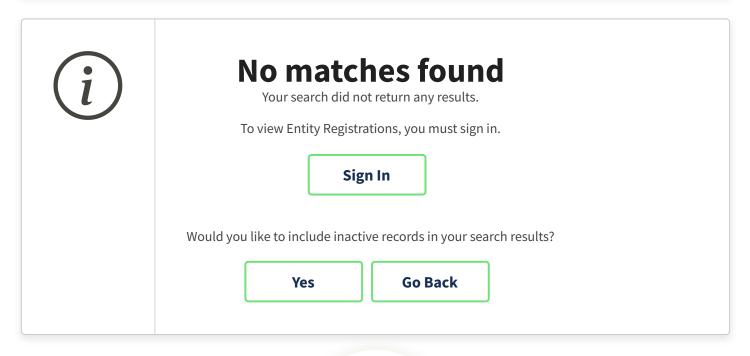
Corey Clark, Director

Fairfield County Job & Family Services

2/28/25, 2:44 PM SAM.gov | Search

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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 ENA Inc.

(Fairfield County Job and Family Services)

Approved as to form on 3/25/2025 2:09:27 PM by Steven Darnell,

## Signature Page

Resolution No. 2025-04.01.t

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and ENA 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.

2025-04.01.u

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

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with The Village Network 2000 Noble Dr Wooster, OH 44691 and

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

**WHEREAS,** this agreement shall be effective April 1<sup>st</sup>, 2025 through March 31<sup>st</sup> 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 The Village Network.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

# **ROUTING FORM FOR CONTRACTS**

complies with County County has complied	y's needs and previous negotiations. The undersigned designee further affirms that the with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the outlined on this form, by selecting the applicable boxes below.
	r Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, R.C. 307.86-307.92
B. Goods and/o pursuant to F	r Services in excess of \$77,250.00—competitively selected via a Request for Proposals, R.C. 307.862
C. Public Impro	vement contracts—competitively selected pursuant to R.C. 153.08-153.12
	gineer design services for public improvements—selected through the Request for s 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 n	natter was exempt from competitive selection for the following reason(s):
<ol> <li>State</li> <li>ODC</li> <li>Profe</li> <li>Emer</li> <li>Sole</li> <li>Othe</li> </ol>	r \$77,250.00  Term #: (copy of State Term Contract must be attached)  PT Term #: (See R.C. 5513.01)  essional Services (See the list of exempted occupations/services under R.C. 307.86)  gency (Follow procedure under ORC 307.86(A))  Source (attach documentation as to why contract is sole source)  r: (cite to ror explain why matter is exempt from competitive bidding)
G. Agreement n	ot subject to Sections A-F (explain):
H. Compliance	with Fairfield County Board of Commissioners Procurement Guidelines
interest in  2. No Fi  Search" of  3. Obta	ounty employee, employee's family member, or employee's business associate has an in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office and the Recovery against Vendor as required under R.C. 9.24 (search via "Certified on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a> ) ined 3 quotes for purchases under \$77,250.00 (as applicable) asse Order is included with Agreement
Signed this	day of
Morgan Fox Name and Title	en Fiscal Officer
	s checklist only addresses County and statutory requirements. If a contract is paid for eral funds, please consult with the appropriate state and/or federal agency to ensure
your department is c	omplying with any additional requirements. By submitting a request for approval, you ve addressed County, statutory, and grant requirements.*

Rev. 12-31-24 Eff. 1-1-25 to 12-31-25

# 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.

4/1/2025 471

# **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 #

25002507 - 02

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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THE VILLAGE NETWORK 2000 NOBLE DRIVE WOOSTER, OH 44691

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 VE	NDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE					
330-264-3232	2		2673						
DATE ORDERED VENDOR NUMBE		DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION					
01/17/2025	1/17/2025 38870			JOB & FAMILY SERVICES					
NOTES									

### **BOARD AND CARE**

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$44,300.00	\$44,300.00

## COUNTY AUDITOR'S CERTIFICATE

4/1/2025

It is hereby certified that the amount \$44,300.00 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: 01/17/2025

Auditor Fairfield County, O

 Total Ext. Price
 \$44,300.00

 Total Sales Tax
 \$0.00

 Total Freight
 \$0.00

 Total Discount
 \$0.00

 Total Credit
 \$0.00

Purchase Order Total \$44,300.00

# 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: The Village Network Date: 3/25/2025 7:43:18 AM

This search produced the following list of 14 possible matches:

Name/Organization	Address
Carothers, Joe	32 CR 8
Church of The Lion of Judah	4001 Foskett Road
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Northern Ohio Rural Water Board Members	
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	
Withem, Jessica	2987 Remington Ridge 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.

4/1/2025 473

3/25/25, 7:43 AM SAM.gov | Search

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3/25/25, 7:43 AM SAM.gov | Search

✓ Active ☐ Inactive	
	Reset 🖰
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# No matches found

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To view Entity Registrations, Subcontract Reports, Subaward Reports you must sign in.

Sign In

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Yes

4/1/2025

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4/1/2025 476

# 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

The Village Network, hereinafter "Provider", whose address is:

The Village Network 2000 Noble Dr Wooster, OH 44691

Collectively the "Parties".

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ATTACHMENTS TO THIS AGREEMENT

### **RECITALS**

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

WHEREAS, the Agency is authorized under ORC Title 51, Chapter <u>5153.16</u> to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

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

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

# Article I. SCOPE OF PLACEMENT SERVICES

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

See Attachment 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.)

# 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 <a href="OAC">OAC</a> 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 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 <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

- calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

# Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, 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.
- Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and B. 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 5101.14, 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.
  - 2 CFR part 200.501, Audit Requirements. 7.

#### Article XIV. **GRIEVANCE/DISPUTE RESOLUTION PROCESS**

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating. participating in or completing this process.

#### Article XV. ATTACHMENTS/ADDENDA

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

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## Article XVI. NOTICE

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

if to Agency, to Fairfield County Department of Job and Family Services

239 W Main St Lancaster, OH 43130

if to Provider, to The Village Network

2000 Noble Dr Wooster, OH 44691

# Article XVII. CONSTRUCTION

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

# Article XVIII. NO ASSURANCES

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

# Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective

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

# Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 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:
  - 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.
  - Provider will require all insurance policies in any way related to the work and secured and maintained 8. by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  - 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.
  - Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their 10. 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.
  - If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure 11. that any subcontractors comply with all insurance requirements contained herein.
  - If the Agreement provider is a government entity, insurance requirements will be fulfilled under the 12. County Risk Sharing Authority (CORSA).

# Article XXI. INDEMNIFICATION & HOLD HARMLESS

- To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, Α. 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 quilty to any violations contained in ORC 5153.111(B)(1). ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
- Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 4. 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.

#### В. Transportation of Child

- The caregiver shall ensure the transportation of children in care will be reliable, legal and safe 1. 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. a.
  - All children being transported by Provider must follow Ohio's Child Passenger Safety Law as b. defined in ORC 4511.81.
  - No child that is a passenger and is required to have a seat restraint can be transported by said C. provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - The individual has six (6) or more points on his/her driver's license; or b.
  - The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

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: 19474483

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

04/01/2025 - 03/31/2026

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: 19474483 04/01/2025 - 03/31/2026

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:**

Print Name & Title	Signature	Date						
Linda den Heizer CAC		3/20/25						
Agency: Fairfield County Department of Job and Family Services  Print Name & Title  Date of Signature								
		Date						

**Provider: The Village Network** 

# Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: The Village Network / 24354

Run Date: 03/10/2025 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
Cleveland Specialized Foster Care (30230)-Spec Need	391677			\$70.00	\$72.00							\$142.00	04/01/2025	03/31/2026
Columbus TFC Exceptional Needs II (30235)-EN	107674			\$102.00	\$119.00							\$221.00	04/01/2025	03/31/2026
Columbus Treatment Foster Care Exceptional Needs(30234)-EN	107673			\$86.00	\$99.00							\$185.00	04/01/2025	03/31/2026
Columbus Treatment Foster Care Traditional Needs (30232)-SN	391678			\$39.00	\$44.00							\$83.00	04/01/2025	03/31/2026
Columbus TreatmentFosterCare Special Needs(30233)-Spec Need	107677			\$79.00	\$91.00							\$170.00	04/01/2025	03/31/2026
Girls RT (20642) CRC	51363			\$368.00	\$15.00							\$383.00	04/01/2025	03/31/2026
Knox/Bethesda Boys RT (20411)	107666			\$315.00	\$16.00							\$331.00	04/01/2025	03/31/2026
Multi-Needs (20455)	107669			\$325.00	\$16.00							\$341.00	04/01/2025	03/31/2026
Residential Treatment Center (21053)	7688316			\$520.00	\$17.00							\$537.00	04/01/2025	03/31/2026
Therapeutic Stabilization Center (20908)	7261663			\$512.00	\$15.00							\$527.00	04/01/2025	03/31/2026

# Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services Provider / ID: The Village Network / 24354

Run Date: 03/10/2025 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
Treatment Foster Care Exceptional Needs 1 (30373) - EN	1893658			\$78.00	\$111.00							\$189.00	04/01/2025	03/31/2026
Treatment Foster Care Multi-Needs (30256)-FFH	4941663			\$39.00	\$44.00							\$83.00	04/01/2025	03/31/2026
Treatment Foster Care Multi-Needs (30256)-FFH	4941663			\$57.00	\$79.00							\$136.00	04/01/2025	03/31/2026
Treatment Foster Care Sex Offender (30257)-Spec Need	391685			\$70.00	\$96.00							\$166.00	04/01/2025	03/31/2026



# A Contract regarding The Village Network between Job and Family Services and

Approved on 3/25/2025 8:09:13 AM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 3/25/2025 1:12:54 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

4/1/2025 504

# Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 3/26/2025 8:54:56 AM by Steven Darnell,

4/1/2025 505

## Signature Page

Resolution No. 2025-04.01.u

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and The Village Network

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

## CERTIFICATE OF CLERK

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

4/1/2025 506

2025-04.01.v

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with OhioGuidestone 202 E Bagley Rd Berea, OH 44017 and

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

**WHEREAS,** this agreement shall be effective January 1<sup>st</sup>, 2025 through December 31<sup>st</sup> 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 OhioGuidestone.

Prepared by: Morgan Fox cc: JFS / Fiscal Officer

4/1/2025 507

# **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):
<ol> <li>Under \$77,250.00</li> <li>State Term #: (copy of State Term Contract must be attached)</li> <li>ODOT Term #: (See R.C. 5513.01)</li> <li>Professional Services (See the list of exempted occupations/services under R.C. 307.86)</li> <li>Emergency (Follow procedure under ORC 307.86(A))</li> <li>Sole Source (attach documentation as to why contract is sole source)</li> <li>Other: (cite to authority or explain why matter is exempt from competitive bidding)</li> </ol>
G. Agreement not subject to Sections A-F (explain):
H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
<ol> <li>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</li> <li>No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <a href="http://ffr.ohioauditor.gov/">http://ffr.ohioauditor.gov/</a>)</li> <li>Obtained 3 quotes for purchases under \$77,250.00 (as applicable)</li> <li>Purchase Order is included with Agreement</li> </ol>
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: **OhioGuidestone** Date: **3/19/2025 8:48:26 AM** 

This search produced the following list of 6 possible matches:

Name/Organization	Address
Mohiuddin, Leah	1665 Saffron Drive
Northern Ohio Rural Water Board Members	
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ohio Works First Program, Prevention, Retention and Contingency	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Southern Ohio Academy	522 Glenwood 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.

4/1/2025 509

## 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.

4/1/2025 510

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#

25002983 - 00

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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OHIO GUIDESTONE 343 W BAGLEY RD BEREA, OH 44017

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

DELIVERY REFERENCE	REQUISITION NUM	UMBER VEN	VENDOR PHONE NUMBER	
	3235			
DEPARTMENT/LOCATION	FREIGHT METHOD/	VENDOR NUMBER	DATE ORDERED VENDOR NUMBE	
JOB & FAMILY SERVICES			13731	02/12/2025
	NOTES			02, 12, 2020

#### **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

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: 02/12/2025

4/1/2025

Auditor Fairfield County, OH

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

## 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

OhioGuidestone, hereinafter "Provider", whose address is:

OhioGuidestone 202 E Bagley Rd Berea, OH 44017

Collectively the "Parties".

4/1/2025

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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 <a href="OAC">OAC</a> 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 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 1 for additional details.

## Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider.

  The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule <a href="OAC 5101:2-42-65">OAC 5101:2-42-65</a> of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

- calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with <a href="OAC">OAC</a> 5101:2-42-90. Prior to a child's placement in alternative care or respite, <a href="OAC">OAC</a> 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, 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 2 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:
    - 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 <a href="ORC">ORC</a> 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 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 OhioGuidestone

202 E Bagley Rd Berea, OH 44017

## 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 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.

In the event of an emergency, the child should be taken to the nearest medical facility.

#### Attachment Two.

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.

Contract ID: 19467432 01/01/2025 - 12/31/2025

#### 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 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 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: OhioGuideston
-------------------------

Print Name & Title	Signature	Date
Brant Russell President & CEO	Bent-Russell	3/7/2025

## 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: OhioGuidestone / 24294

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
Medically Fragile - Level 2 (30142)- Med Frag	107662			\$67.12	\$57.07							\$124.19	01/01/2025	12/31/2025
Medically Fragile - Level 3 (30392)- Med Frag	3657663			\$77.05	\$65.24							\$142.29	01/01/2025	12/31/2025
Medically Fragile - Level 4 (30393)- Med Frag	3655664			\$138.92	\$117.65							\$256.57	01/01/2025	12/31/2025
Residential Treatment Program (RTP) (20071)	517631			\$695.00								\$695.00	01/01/2025	12/31/2025
Secure Treatment Center (20184)	515631			\$976.95								\$976.95	01/01/2025	12/31/2025
Therapeutic Foster Care (30143)- Excpt Need	107663			\$129.74	\$109.52							\$239.26	01/01/2025	12/31/2025
Therapeutic Foster Care (30143)- Excpt Need	107663			\$136.22	\$115.75							\$251.97	01/01/2025	12/31/2025

Contract ID: 19467432 Fairfield County Department of Job and Family Services / OhioGuidestone / 24294 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: OhioGuidestone / 24294

(30421)-EN

Service Service Person Person Maintenance Administration Transportation / Transporation / Behavioral Other Total Cost Begin Cost End Case Other 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 \$73.98 01/01/2025 12/31/2025 Treatment 375636 \$40.18 \$33.80 Foster Care - Level 1 (30004)-Spec Need 377649 \$52.54 \$96.82 01/01/2025 12/31/2025 Treatment \$44.28 **Foster Care** - Level 2 (30302)-Spec Need \$29.16 01/01/2025 12/31/2025 Treatment 3655666 \$14.54 \$14.62 **Foster Care** Add-On for Baby (30394)-EN Treatment 3655665 \$14.54 \$14.62 \$29.16 01/01/2025 12/31/2025 Foster Care Add-On for Baby (30394)-SN Treatment 375638 \$78.49 \$66.40 \$144.89 01/01/2025 12/31/2025 Foster Care-Level 3 (30326)-Spec Need \$44.91 \$36.38 \$81.29 01/01/2025 12/31/2025 Treatment 6851663 Foster Home -Sibling Add-On

Contract ID: 19467432
Fairfield County Department of Job and Family Services / OhioGuidestone / 24294
4/1/2025

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: OhioGuidestone / 24294

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 Home - Sibling Add-On (30421)-SN	6849663			\$44.91	\$36.38							\$81.29	01/01/2025	12/31/2025



# A Contract regarding Ohio Guidestone between Job and Family Services and

Approved on 3/25/2025 3:59:57 PM by Sarah Fortner, Deputy Director

Sarah Fortner Deputy Director

Approved on 3/25/2025 4:07:04 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director

Fairfield County Job & Family Services

4/1/2025 540

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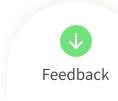
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#### Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone

(Fairfield County Job and Family Services)

Approved as to form on 3/26/2025 8:57:19 AM by Steven Darnell,

Resolution No. 2025-04.01.v

A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services, and OhioGuidestone

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

### A Resolution Authorizing the Second Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services

**WHEREAS,** Fairfield County Juvenile Court is the recipient of a Subsidy Grant for the Department of Youth Services; and

WHEREAS, an amendment is required for FY25 Grant Year; and

**WHEREAS,** Judge Terre L. Vandervoort, Fairfield County Juvenile Court, has approved said amendment and requests the approval of the Commissioners.

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

**Section 1.** That the Juvenile Court Grant Amendment with the Ohio Department of Youth Services for the period of July 1, 2024 to June 30, 2025 is hereby approved.

Prepared by: Alisha Hoffman

cc: Juvenile Court

### Amendment Form / Fiscal Accountability (To Replace Attachment A Page 1 of the Grant Agreement)

3111	Fairfield 03.19.2025			Amendment #		2
nty:	Fairfield 03.19.2025			Amenament #		
	Allocations					
	FY 2025 Tentative Base Allocation (YSG/510)	(1A)	\$	220,408.00	_	
	FY 2025 Tentative Variable Allocation (RECLAIM/401)	(2A)	\$	641,810.80	_	
	FY 2025 Supplemental RECLAIM Allocation	(3A)	\$		_	
	FY 2025 Targeted RECLAIM Allocation	(4A)	\$			
	FY 2025 Competitive RECLAIM Allocation	(5A)	\$	75,000.00		
	FY 2025 JDAI Allocation	(6A)	\$			
	FY 2025 Y/E EVB Program Development Allocation	(7A)	\$	313,458.09		
	FY 2025 Behavioral Health/Juvenile Justice (BHJJ)	(8A)	\$		-	
	Allocations Subtotal				(A) \$	1,250,
	Tentative Carryover Balance as of 6/30/24 and Ca	arryover	Limi	t		
6 4	Subsidy Grant Carryover (YSG + RECLAIM)*	(1B)	\$	129,433.78		
	Targeted RECLAIM Carryover	(2B)	\$			
	Competitive RECLAIM Carryover	(3B)	\$	174,812.68		
	JDAI Carryover	(4B)	\$		-	
	Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(5B)	\$	120,359.77	-	
	Behavioral Health/Juvenile Justice (BHJJ)	(6B)	\$		_	
	Tentative Carryover Subtotal	(/			(B) \$	424,
over l	Limit				(C) \$	214,
of Tot	tal FY 2023 RECLAIM and Youth Services Grant Allocations)					
	Exemptions	4 3 6				
	Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D)	\$		-	
	Targeted RECLAIM Exemption	(2D)	\$		_	
	Competitive RECLAIM Exemption	(3D)	\$	174,812.68	_	
	JDAI Exemption	(4D)	\$		_	
	Y/E EVB Program Development	(5D)	\$	120,359.77	_	
	Behavioral Health/Juvenile Justice (BHJJ)	(6D)	\$			
	Total Exemptions			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(D) <u>\$</u>	295,
	Withholdings					
	Subsidy Grant (YSG + RECLAIM)*	(1E)	\$		-	
	Targeted RECLAIM	(2E)	\$		-	
	Competitive RECLAIM	(3E)	\$		-	
	JDAI	(4E)	\$		_	
	Y/E EVB Program Development	(==)				
		(5E)	>		_	
	Behavioral Health/Juvenile Justice (BHJJ)	(SE)	\$			
			\$		(E) <u>\$</u>	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds	(6E)	\$			
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds Subsidy Grant (YSG + RECLAIM)*	(6E)	\$	991,652.58		
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM	(1F) (2F)	\$ \$			
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM	(1F) (2F) (3F)		991,652.58		
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM Competitive RECLAIM JDAI	(1F) (2F) (3F) (4F)	\$ \$ \$	249,812.68		
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development	(1F) (2F) (3F)				
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ)	(1F) (2F) (3F) (4F)	\$ \$ \$	249,812.68	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development	(1F) (2F) (3F) (4F) (5F)	\$ \$ \$ \$	249,812.68	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs	(1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$ \$	249,812.68 433,817.86	-	1,675,
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(6E) (1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$	249,812.68	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs	(1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$	249,812.68 433,817.86 862,010.19	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM Competitive RECLAIM JDAI  Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*  Targeted RECLAIM Estimated Program Costs  Competitive RECLAIM Estimated Program Costs	(6E) (1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$ \$	249,812.68 433,817.86	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs	(1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs Y/E EVB Program Development Costs	(1F) (2F) (3F) (4F) (5F) (6F)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G)	\$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47	-	
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs Y/E EVB Program Development Costs	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs Y/E EVB Program Development Costs Behavioral Health/Juvenile Justice (BHJJ) Total Estimated FY 2025 Expenditures  Unallocated Funds	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47	(F) \$	
	Behavioral Health/Juvenile Justice (BHJJ)  Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM  Competitive RECLAIM  JDAI  Y/E EVB Program Development  Behavioral Health/Juvenile Justice (BHJJ)  Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*  Targeted RECLAIM Estimated Program Costs  Competitive RECLAIM Estimated Program Costs  JDAI Estimated Program Costs  Y/E EVB Program Development Costs  Behavioral Health/Juvenile Justice (BHJJ)  Total Estimated FY 2025 Expenditures	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs Y/E EVB Program Development Costs Behavioral Health/Juvenile Justice (BHJJ) Total Estimated FY 2025 Expenditures  Unallocated Funds	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G) (6G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47 345,847.27	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs YDAI Estimated Program Costs Y/E EVB Program Development Costs Behavioral Health/Juvenile Justice (BHJJ) Total Estimated FY 2025 Expenditures  Unallocated Funds  Subsidy Grant Unallocated (YSG & RECLAIM)*	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G) (6G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47 345,847.27	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ) Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)* Targeted RECLAIM Competitive RECLAIM JDAI Y/E EVB Program Development Behavioral Health/Juvenile Justice (BHJJ) Total Available FY 2025 Program Funds  Estimated Program Costs Subsidy Grant Estimated Program Costs (YSG & RECLAIM)* Targeted RECLAIM Estimated Program Costs Competitive RECLAIM Estimated Program Costs JDAI Estimated Program Costs Y/E EVB Program Development Costs Behavioral Health/Juvenile Justice (BHJJ) Total Estimated FY 2025 Expenditures  Unallocated Funds  Subsidy Grant Unallocated (YSG & RECLAIM)* Targeted RECLAIM Unallocated	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G) (6G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47 345,847.27	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ)  Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM  Competitive RECLAIM  JDAI  Y/E EVB Program Development  Behavioral Health/Juvenile Justice (BHJJ)  Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*  Targeted RECLAIM Estimated Program Costs  Competitive RECLAIM Estimated Program Costs  JDAI Estimated Program Costs  Y/E EVB Program Development Costs  Behavioral Health/Juvenile Justice (BHJJ)  Total Estimated FY 2025 Expenditures  Unallocated Funds  Subsidy Grant Unallocated (YSG & RECLAIM)*  Targeted RECLAIM Unallocated  Competitive RECLAIM Unallocated	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G) (6G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47 345,847.27 129,642.39 19,409.21	(F) \$	1,675,
	Behavioral Health/Juvenile Justice (BHJJ)  Withholding Estimate (to be withheld from FY 2025 payments)  Available Program Funds  Subsidy Grant (YSG + RECLAIM)*  Targeted RECLAIM  Competitive RECLAIM  JDAI  Y/E EVB Program Development  Behavioral Health/Juvenile Justice (BHJJ)  Total Available FY 2025 Program Funds  Estimated Program Costs  Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*  Targeted RECLAIM Estimated Program Costs  Competitive RECLAIM Estimated Program Costs  JDAI Estimated Program Costs  Y/E EVB Program Development Costs  Behavioral Health/Juvenile Justice (BHJJ)  Total Estimated FY 2025 Expenditures  Unallocated Funds  Subsidy Grant Unallocated (YSG & RECLAIM)*  Targeted RECLAIM Unallocated  Competitive RECLAIM Unallocated  JDAI Unallocated	(1F) (2F) (3F) (4F) (5F) (6F) (1G) (2G) (3G) (4G) (5G) (6G)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	249,812.68 433,817.86 862,010.19 230,403.47 345,847.27	(F) \$	1,675,

### ATTACHMENT A Page 2

County:	airfield 03.19.202	25	Prepared By:	Alisha H	loffman
FY:	25		Phone #	740-65	2-7494
Amendment #	2	Amendment Type:	Re	alignment of Fur	nds
Funding Category	Activity Purpose	Local Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Diversion	\$ 817,101.23	\$ (49,769.65)	\$ 767,331.58
Subsidy Grant	Behavioral Change Hybrid	Resource Center	\$ 15,463.11		\$ 15,463.11
Subsidy Grant	Grant Administration	JDAI	\$ 44,215.50	E	\$ 44,215.50
Subsidy Grant	Skill Knowledge	Workforce Development	\$ 35,000.00		\$ 35,000.00
Competitive RECLAIM	Behavioral Change	Community-Based Respite	\$ 98,100.00	\$ (98,100.00)	\$ -
Competitive RECLAIM	Support Activity Tracking	Skill Building and Engagement Class	\$ 6,132.68		\$ 6,132.68
Competitive RECLAIM	Behavioral Change	Community-Based School Attendance Intervention	\$ 50,000.00	\$ 98,100.00	\$ 148,100.00
Competitive RECLAIM	Behavioral Change Hybrid	Law Enforcement Cyber Safety	\$ 20,500.00	,	\$ 20,500.00
Competitive RECLAIM	Behavioral Change Hybrid	RJJ Community Circles	\$ 60,760.10	\$ (5,089.31)	\$ 55,670.79
Y/E EVB Program Development	Behavioral Change Hybrid	Resource Center	\$ 58,240.20		\$ 58,240.20
Y/E EVB Program Development	Program Development	Carey Guides, BITS, CQI, Roca, and Other Training	\$ 218,817.84	\$ 38,602.50	\$ 257,420.34
Y/E EVB Program Development	Behavioral Change	Community-Based Respite 6+ Nights	\$ 10,186.73		\$ 10,186.73
Y/E EVB Program Development	Support Activity Tracking	Restitution	\$ 20,000.00		\$ 20,000.00
		Total Program Costs	\$ 1,454,517.39	\$ (16,256.46)	\$ 1,438,260.93
		nt and how it will impact the stated objectives in the Grant Agreement:  JJ Commuity Circles.			
Discontinue Respite	Program, funds mov	ed to existing Community-Based School Attendance Intervention.  o Y/E EVB Program Development, Garey Guides, BITS, CQI, Roca, and Other T	raining		
Signatures:		3 ho 200	75		
	Administrative Judge	Date			
	President, County Co	ommissioners / County Executive Date			

Resolution No. 2025-04.01.w

A Resolution Authorizing the Second Amendment to the FY25 Grant Agreement with the Ohio Department of Youth Services

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

#### CERTIFICATE OF CLERK

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

2025-04.01.x

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Fund 2711, Continuous Professional Training; 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; 23271100, Contractual Services

Prepared by: Mendi Rarey

## Appropriate from Unappropriated For Auditor's Office Use Only:

\$20,000.00

2711; 23271100; 550450; Training Employee; \$20,000.00

Please appropriate \$20,000.00 from unappropriated to the above object codes.

Resolution No. 2025-04.01.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2711, Continuous Professional Training

(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.

2025-04.01.y

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2503, Police Revolving

**WHEREAS,** additional appropriations are needed in the major expenditure object category for Fund 2503, Police Revolving; 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:

\$5,340.00; 23250300, Contractual Services

Prepared by: Mendi Rarey

## Appropriate from Unappropriated For Auditor's Office Use Only:

\$5,340.00

2503; 23250300; 550450; Training Employee; \$5,340.00

Please appropriate \$5,340.00 from unappropriated to the above object codes.

Resolution No. 2025-04.01.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff's Office; Fund 2503, Police Revolving

(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.

2025-04.01.z

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water, UTILITIES

**WHEREAS,** additional appropriations are needed in the major expenditure object category for Funds 5044 Sewer and Fund 5046 Water; and

**WHEREAS,** appropriating from unappropriated will facilitate Fairfield County Utilities to engage in Construction Inspection & Engineering services. This 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:

\$208,000.00; 12504429, Contractual Services \$208,000.00; 12504623, Contractual Services

Prepared by: Joshua Anders

cc: Utilities

# A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water, UTILITIES

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

12504429 534000 \$208,000.00 Technical Services 12504623 534000 \$208,000.00 Technical Services

Prepared by: Joshua Anders

cc: Utilities

Resolution No. 2025-04.01.z

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund 5044 Sewer & Fund 5046 Water

(Fairfield County Utilities Department)

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.

2025-04.01.aa

### 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 April 3, 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 #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO#	Warrant	Line Item Description	Amount
1200 - CO	OMMISSION	IERS AD	MIN						
	FUND: 100	01 - GEN	IERAL FUND						
1589649	4/3/2025	80132	AUNDREA N CORDLE	3/2025	3/1/2025	341	C0401	MONTHLY CELL PHONE STIPEND 3/2025	60.00
1589650	4/3/2025	82133	JEFF PORTER	3/2025	3/1/2025	417	C0401	MONTHLY CELL PHONE STIPEND 3/2025	60.00
								TOTAL: COMMISSIONERS ADMIN	120.00

3/<del>21/2025</del>5:44 PM

#### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

#### Department

	Check				Invoice				
Check #	Date	Vend #	Vendor Name	Invoice #	Date	PO#	Warrant	Line Item Description	Amount
1223 - UTI	ILITIES-OF	PERATIO	NS						
	<b>FUND: 58</b>	41 - 5841	GRNFLD TWPSHP WTR FUND						
5424015	4/3/2025	18748	MID OHIO UTILITIES	2	2/1/2025	2400807	3 C0401	GREENFIELD WATERLINE, 2/1/25-2/28/25	96,140.64
								TOTAL: UTILITIES-OPERATIONS	96,140.64

3/<del>21/2025</del>5:44 PM

#### **FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT**

#### Department

	Check				Invoice					
Check #	Date	Vend #	Vendor Name	Invoice #	Date	PO#	Warrant	Line Item Descript	ion	Amount
7800 - MA	JOR CRIM	IES								
	<b>FUND: 79</b>	11 - MCL	J VIOLENT CRIMES REDUCTION							
5424014	4/3/2025	17341	FLOCK SAFETY	INV-60604	3/18/2025	25003173	3 C0401	Flock Camera		90,000.00
									TOTAL - MA IOR CRIMES	90 000 00

TOTAL: MAJOR CRIMES 90,000.00

**Summary Total for this report:** 186,260.64

#### FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$120.00
1223 - UTILITIES-OPERATIONS	\$96,140.64
7800 - MAJOR CRIMES	\$90,000.00
Summary Total For This Report:	\$186,260.64
Commissioner Steven A. Davis	
Commission or leffort M City	
Commissioner Jeffery M Fix	
Commissioner David L Levacy	

Resolution No. 2025-04.01.aa

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.