



AGENDA

BOARD OF COMMISSIONERS

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

Tuesday, April 16, 2024
9:00 a.m.

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

1. Review

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

2. Welcome

3. Mid-Ohio Regional Planning Commission to Share Metropolitan Transportation Plan Strategies and Projects

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Lancaster-Fairfield Community Action Agency's Board of Director's Meeting, April 18, 2024, 11:30 a.m., LFCAA Recycling Center, 1761 E. Main St., Lancaster
 - ii. Family and Children First Executive Committee Meeting, April 19, 2024, 8:30 a.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - iii. Ohio Attorney General's Elder Abuse Commission Meeting, April 22, 2024, 10:00 a.m., State Library of Ohio, 274 E. First Ave., Columbus
 - iv. Governor's Office of Workforce Transformation, Public Benefits Review Committee Meeting, April 22, 2024, 2:00 p.m., Location to be Determined
- f. Correspondence
 - i. Letter, Fairfield Homes, Inc., April 4, 2024, Regarding Reserve at Hunter Trace and Affordable Housing for Seniors
 - ii. Fairfield County Municipal Court, March 2024 Criminal/Traffic Division Fee Report

SERVE • CONNECT • PROTECT



A G E N D A

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

Commissioners:
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David L. Levacy

County Administrator
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- iii. Press Release, Office of the Fairfield County Recorder, April 9, 2024, “Protecting Ohio’s Veterans: Fairfield County Recorder Lisa McKenzie Cautions Veterans to be Aware of Exploitative Practices”
- iv. Press Release, Lancaster-Fairfield Public Transit, April 4, 2024, “Lancaster-Fairfield Public Transit Transitions to County Department, Launches Public Outreach for Transit Development Plan”
- v. Report of the Ohio Indigent Defense Study Task Force, April 2024
- vi. Correspondence Regarding Industrial Solar Projects
- vii. For Immediate Release, Office of the County Auditor, April 11, 2024, “Cigarette Dealer’s License Deadline Approaching”
- viii. Memo, Dr. Carri Brown, County Auditor, April 11, 2024, Subjects: Cigarette License Deadline, Tax Incentive Review Council Meetings; and Board of Revision Update
- ix. Fairfield County Auditor’s Office: Wins of the Week, April 11, 2024
- x. Letter, AEP Ohio, April 11, 2024, Regarding Construction Notice, Sifford-Ruble 2 138kV Transmission Tie-Lines Project, Case No. 24-2384-EL-BNR

7. Old Business

8. New Business

- a. Updates from Elected Officials in Attendance

9. Regular (Voting) Meeting

10. Executive Session to Discuss Personnel Matters, 10:15 a.m.

11. Adjourn

12. Investment Advisory Committee, 10:30 a.m.

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

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 4.11.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$29,355,902.97 has been appropriated, \$20,287,577.54 expended, \$4,436,786.09 encumbered or obligated.

12Project/Category		As of 4/11/24 Appropriations	As of 4/11/24 Expenditure	As of 4/11/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
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	3,488,618.85	3,402,130.19	86,488.66
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	1,600,361.39	1,414,865.20	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	226,468.45	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,481,742.09	6,146,165.58	86,488.66
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	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	400,000.00	286,854.84	112,500.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		5,526,803.88	3,162,281.60	2,363,877.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	444,480.86	105,729.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00

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R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	0.00	0.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	232,018.25	380,981.75
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	456,309.05	377,690.95
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		7,093,939.99	2,573,826.77	1,614,402.38
Revenue Loss				
R61a	SaaS and Technological Equipment	370,646.50	369,959.32	687.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	372,221.42	2,778.58
R61d	MARCS Tower Project	572,433.00	537,899.50	34,533.50
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	3,763,530.00	2,459,267.46	257,806.15
R61h	Community School Attendance Program	486,110.43	272,001.40	54,458.73

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Project/Category		As of 4/11/24 Appropriations	As of 4/11/24 Expenditure	As of 4/11/24 Obligation
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	193,196.80	6,803.20
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	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	11,893.30	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
R517a	Beavers Field Utilities	37,346.77	21,655.87	14,950.59
Revenue Loss		9,582,277.98	8,003,413.05	372,017.93
Administration				
R71a	Administrative Expenses	603,677.31	334,428.82	0.00
Subtotal Administration		603,677.31	334,428.82	0.00
Grand Total		\$29,355,902.97	\$20,287,577.54	\$4,436,786.09

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 08, 2024 TO April 14, 2024

Fairfield County Commissioners

- AA.04.09-2024.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.04.09-2024.c An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.04.10-2024.a An Administrative Approval for an Annual Application for Aggregator Services by an Ohio Power Company, dba AEP (AEP), as Proposed by Palmer Energy, Fairfield County's Partner for Energy Aggregation [Commissioners]

Fairfield County Facilities

- AA.04.09-2024.b An Administrative Approval authorizing the approval of an Agreement between ProLift, and the Fairfield County Commissioners for Fire Door Annual Service [Facilities]
- AA.04.11-2024.a An Administrative Approval for an Agreement for installation of flooring services in office space at the Fairfield Center with Garrett's Carpet Connection. [Facilities]



Reserve at Hunter Trace
Fairfield Homes, Inc
0 Trace Drive,
Lancaster Ohio 43130

April 4, 2024

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Steve Davis
Fairfield County Commissioner
Fairfield County
210 E. Main Street, Room 301,
Lancaster, Ohio, 43130

RE: Reserve at Hunter Trace

Dear Steve Davis:

The purpose of this letter is to apprise your office that Fairfield Homes, Inc. is developing a residential rental development located in or within a one-half mile radius of your political jurisdiction. Fairfield Homes will submit an application to utilize the multifamily funding programs of the Ohio Housing Finance Agency (OHFA) for the development of this property.

The Reserve at Hunter Trace is an exciting opportunity to provide high-quality affordable housing for seniors in Lancaster, Fairfield County, Ohio. The site is near the Fairfield Heritage Trail bike path and 1-mile from downtown Lancaster with restaurants, grocery, healthcare and professional services, leisure and recreational facilities, and employment opportunities for residents. The building is cost effective to build and manage, visually appealing, and complementary to the single-family and multi-family communities in the surrounding neighborhood.

The Reserve at Hunter Trace is a 95-unit new construction community set aside for residents 55 years of age and older. The community will include one-building in a three-story, elevator serviced, wood framed structure with 70 one-bedroom and 25 two-bedroom floorplans. The 100% affordable housing community will feature Energy Star appliances, walk-in closets, and vinyl plank flooring. The common area will incorporate gathering spaces for the residents including a lounge, community room with kitchenette, resident storage, laundry room, and leasing office space. The development will, at a minimum, meet the sustainability standards of green certification from the U.S. Green Building Council rating system.

The proposed development will be financed with State Housing Tax Credits, OHFA-Issued Multifamily Tax-Exempt Bonds, Federal Housing Tax Credits, a conventional first mortgage and the Affordable Housing Trust.

Development Team:

General Partner:	Gorsuch FHI Holdings, LLC
Developer:	Fairfield Homes, Inc
Contractor:	Gorsuch Construction, Inc.
Property Manager:	Fairfield Homes, Inc

Project Address: 0 Trace Drive, Lancaster, OH 43130



Number of Units: 95-Units

Program(s) to be utilized
in the Project:

Federal Housing Tax Credit Program, State Housing Tax Credit Program,
Affordable Housing Trust, Reginal Impact Fund, Conventional Mortgage, OHFA
Housing Development Loan, OHFA issued Multifamily Tax-Exempt bonds

Right to Submit
Comments:

You have the right to submit comments to OHFA regarding the proposed project's
impact on the community. Any objection to the project must be submitted in
writing and signed by a majority of the voting members of the legislative body.
Comments must be received by OHFA within 30 days of the mailing date of this
notice.

The person to be notified at OHFA and their address is:

Director of Multifamily Housing
Ohio Housing Finance Agency
2600 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231

OHFA will provide a written response to any objections submitted under the terms
outlined above.

Sincerely,

Joseph Wickham
Director of Development
603 W. Wheeling Street, Lancaster Ohio
(740) 653-3583
jwickham@fairfieldhomesohio.com



VALEDA A. SLONE
Clerk

FAIRFIELD COUNTY MUNICIPAL COURT

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

Telephone: 740-687-6621
E-mail: clerk@fcmcourt.org
Web: www.fcmcourt.org

April 2, 2024

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

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of March, 2024.

10% OSP Fines.....	\$1,649.45
Regular Fines.....	1,406.33
Uniform Fines.....	5,081.30
Gross Overload.....	10,235.00
50% Liquor Fines	50.00
OVI Housing.....	1,917.04
Sheriff's Department OVI.....	35.00
Affidavit of Indigency.....	1,764.46
Dog Fines.....	675.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees	0.00
Expungement Fees	140.00
Jury Fees	0.00
TOTAL.....	\$22,953.58

Sincerely,

Valeda A. Slone
Clerk of Court

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

enclosures
/tlh



**For Immediate Release:
April 9, 2024**

Protecting Ohio's Veterans: Fairfield County Recorder Lisa McKenzie cautions Veterans to be aware of exploitative practices

Fairfield County Recorder, Lisa McKenzie, and the Ohio Recorders' Association (ORA) urges Veterans to be aware of exploitative practices targeting Military Veterans who are being charged for services that are available for free. DD214 Direct, a company based in Arizona, is currently soliciting veterans in Ohio to purchase a copy of their DD214 form for a fee ranging from \$79 to \$99. While this practice may be legal, Recorder McKenzie and other County Recorders across Ohio want to ensure that Veterans are informed about the free services they are entitled to.

Veterans can obtain a free copy of their military records through their local Veteran's Service Commission as well as record their DD214 at their local County Recorder's office at no charge. The DD214 form is essential for veterans to access benefits like VA loans, disability compensation, and reduced medical costs. In recent months, Recorders offices across Ohio have received DD214 forms (paid for by veterans) from DD214 Direct through the mail, along with a limited Power of Attorney granting the Recorder the authority to file both documents on behalf of the veteran.

To safeguard veterans from exploitative, unnecessary fees and inform the public, the ORA is working to raise awareness among Veterans about these practices. Furthermore, the ORA is currently looking into potential legislation aimed at regulating companies like DD214 Direct and mandating the disclosure of the availability of these services at no charge.

Veterans can request a copy of their DD214 at National Archives website at <https://www.archives.gov/veterans/military-service-records> or print a Standard Form-180 and mail or fax it to:

National Personnel Records Center
1 Archives Drive
St Louis, MO 63138
FAX: 314-801-9195

For more information or assistance, please contact Fairfield County Recorder's Office 740-652-7100 or Fairfield County Veterans Service Commission 740-652-7920.

Lisa McKenzie • Fairfield County Recorder
210 E Main Street • Rm 205 • Lancaster, OH 43130
P: 740-652-7100 • F: 740-687-7104



FOR IMMEDIATE RELEASE, April 4, 2024

Lancaster-Fairfield Public Transit Transitions to County Department, Launches Public Outreach for Transit Development Plan

Lancaster, OH – Fairfield County has announced that the Lancaster-Fairfield Public Transit system will become a county department. This transition marks a significant step in expanding public transportation services to meet the evolving needs of the community.

“We are excited to build upon partnerships to enhance mobility options for our residents and visitors,” said director of Lancaster-Fairfield Public Transit, Chasilyn Carter. “Join us in creating a locally driven plan by sharing your thoughts in our survey and being part of the conversation at the virtual public meeting. Together, let’s develop a transit system that meets the unique needs of Fairfield County.”

As part of this transition, and with support from Ohio Department of Transportation (ODOT), Lancaster-Fairfield Public Transit is actively engaged in drafting a Transit Development Plan (TDP), which plays a crucial role in assuring that public transportation services are consistent with the mobility needs of the community. In addition to assessing the current system and prioritizing future projects, the TDP emphasizes public outreach through a survey and virtual public meeting, seeking input from both riders and non-riders to shape the future of public transportation in the county.

Public Input Survey

The public survey is meant for both users and non-users of Lancaster-Fairfield Public Transit and is aimed at identifying unmet needs and gauging satisfaction. The public survey is open for input until April 19. To take the survey, use the following link: arcg.is/1HWP4n

Virtual Public Meeting

A **virtual public meeting** for this effort will be held **from 10 to 11 a.m. on Tuesday, April 9.**

To sign up for the public meeting, please use the following link:

<https://benesch.zoom.us/meeting/register/tZYpde-prjMtG92uNkRAs3yPmr23nfEsV2gZ>

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Media contact: Chasilyn Carter, Director, 740-681-5086, ccarter@ci.lancaster.oh.us



Report of the Ohio Indigent Defense Study Task Force

April 2024

Nathan Manning
State Senator
13th District



Jim Hoops
State Representative
81st District

Re: Indigent Defense Study Task Force

Members of the General Assembly,

Over the past couple months, we have had the honor to chair the Indigent Defense Study Task Force. We would like to take this opportunity to explain the Task Force and provide recommendations for the General Assembly moving forward.

The right to counsel has been established through the Sixth and Fourteenth Amendments of the US Constitution. Specifically, the 1963 Supreme Court ruling in *Gideon v. Wainwright* requires states, counties, and local jurisdictions to provide public representation for defendants unable to retain counsel on their own. In Ohio, the State Public Defender's office is tasked with providing such counsel, and has established public defender offices in several counties to provide this service. In other counties, indigent defense is handled by appointed private counsel or county public defender offices that are reimbursed by the state. However, there has been a need to study the funding and delivery mechanisms for Ohio's indigent defense system.

Recently, the Ohio State Bar Association's Future of Indigent Defense Task Force was established to review current practices, delivery models, and consider alternatives to ensure a cost-effective system that maintains local input and ensures the right to counsel for Ohioans. According to the report issued by that Task Force in January 2024, "[f]unding for the system has historically been a partnership between the state and county governments, originally contemplated in a statutory agreement as a 50/50 split. However, state funding has fluctuated significantly over the years. According to the State Public Defender, between 2009 and 2019, state reimbursement for indigent defense had been below 50 percent in all but 10 months of that period."

During the 134th General Assembly, House Bill 150 established this 17-member Task Force to study Ohio's indigent defense system and provide recommendations to the General Assembly regarding the delivery, structure, and funding of indigent defense.

The Task Force consisted of the following members (in alphabetical order):

Judge Richard Berens, Fairfield County (Ohio Supreme Court's designee)

Herman Carson (member of the Ohio Public Defender Commission)

William Creedon (Chair of the Ohio Public Defender Commission)

Commissioner Steven Davis, Fairfield County (County Commissioners Association of Ohio's designee)

Matthew Donahue (Governor's designee)

Representative Jim Hoops (Co-Chair of the Task Force)

Kelli Howard (member of the Ohio Public Defender Commission)

Senator Paula Hicks-Hudson

James Lowe (Attorney General's designee)

Senator Nathan Manning (Co-Chair of the Task Force)

Judge Stephen McIntosh, Franklin County (Ohio Judicial Conference's designee)

Elizabeth Miller (State Public Defender)
Representative Ismail Mohamed
Senator Michelle Reynolds
Melissa Schiffel (Ohio Prosecuting Attorney Association's designee)
Representative Jim Thomas
Judge Dean Wilson, Perry County-retired (Ohio State Bar Association's designee)

Three meetings took place on January 25th, February 8th, and February 29th. The Task Force heard testimony from several members and interested parties such as the Sixth Amendment Center, Ohio Association of Criminal Defense Lawyers, Allen County Commissioner Cory Noonan, and Delaware County Public Defender Carlos Crawford. We appreciated the valuable points of view and information provided by all those who testified. We would like to especially thank The Ohio State Bar Association's Task Force whose report served as a basis for discussions and testimony during the course of these meetings.

According to the legislation, the Task Force must report its recommendations to the General Assembly by April 3, 2024. In this report, you will see testimony presented to the Task Force and letters submitted by several members detailing their takeaways and recommendations moving forward.

After much discussion and consideration, we would like to make the following additional recommendations moving forward:

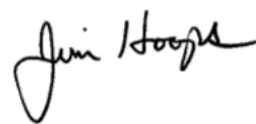
1. The legislature continue to explore and analyze the Ohio State Bar Association's recommendations as well as potentially pursuing legislation prior to the next operating budget cycle.
2. The General Assembly should pursue a fiscal analysis regarding the State's indigent defense system. Results of the analysis could help construct a more consistent and reliable financial forecast, such as the possibility of a formula for indigent defense that can be used during the State's biennial budget process.
3. Engage with stakeholders such as the State Public Defender and counties to discuss delivery systems for indigent defense. This includes exploring the possibility of establishing regional offices to assist with the delivery of services in underserved areas in the State, and permitting part-time public defenders.
4. Consider a centralized system in which the State Public Defender oversees the administration of the court appointed attorney payment process.
5. Preserve the court-appointed counsel system in counties where the legal community finds it effective and beneficial.
6. Be cognizant during discussion of the unintended consequences of expanded state government and its effect on counties, municipalities, and small businesses.

We would like to thank the members of the Task Force for their time, attention, and efforts to improve Ohio's indigent defense system.

Sincerely,



State Senator Nathan Manning
Ohio's 13th Senate District



State Representative Jim Hoops
Ohio's 81st House District

**Letters from members of the Ohio Indigent Defense
Study Task Force**



March 19, 2024

Senator Nathan Manning, Co-Chair
Representative Jim Hoops, Co-Chair
HB 150 Indigent Defense Task Force
Sent via email

Senator Manning and Representative Hoops:

Thank you both for your continued engagement and leadership of the HB150 Indigent Defense Task Force (“Task Force”). On behalf of the Office of the Ohio Public Defender (“OPD”), I am incredibly grateful for the efforts and substantive work of the Task Force.

A founding case for indigent defense originated in 1963 when the United States Supreme Court ruled in *Gideon v. Wainwright* that the Fifth and Sixth Amendments of the United States Constitution require states to ensure all Americans, no matter their socioeconomic status, be afforded the right to counsel. In its decision, the Supreme Court found that the assistance of counsel is “one of the safeguards of the Sixth Amendment deemed necessary to insure fundamental human rights of life and liberty,” and the Sixth Amendment serves as a warning that “if the constitutional safeguards it provides be lost, justice will not still be done.”¹

More than 60 years post *Gideon*, roughly 80% of defendants in the United States require representation by public defenders and court-appointed counsel.² These defendants are our constituents, neighbors, and relatives. Ensuring that those in need of counsel are afforded that right is at the center of OPD’s mission and work, and it is from that standpoint that we offer the following considerations as the Task Force moves forward.

Takeaways From the Task Force Meetings

The OPD’s initial takeaway from the three Task Force meetings is appreciation for the level of interest, productive discussions, as well as commitment to progress demonstrated by the Task

¹ *Clarence E. Gideon v. Louis L. Wainwright, Corrections Director*, 372 U.S. 335 (1963).

² <https://harvardlawreview.org/blog/2023/03/reframing-the-indigent-defense-crisis/> ;
<https://www.nytimes.com/interactive/2019/01/31/us/public-defender-case-loads.html>



Force members. The diversity of professional and personal experiences within the Task Force was instrumental in ensuring we all heard valuable and varying opinions relating to indigent defense.

Points of Testimony OPD Found Most Valuable

While all testimony contributed greatly to the work of the Task Force, the OPD found the input from the local county commissioners, counsel, and judges most valuable. Specifically, OPD aligns with the testimony provided by Franklin County Court of Common Pleas Judge Stephen McIntosh, Fairfield County Commissioner Steve Davis, Delaware County Public Defender Carlos Crawford, and Allen County Commissioner Cory Noonan relating to the importance of local control. The OPD agrees that county governments and justice system professionals who live and work in those respective jurisdictions know their communities best; and therefore, should continue to possess the authority to choose which indigent defense delivery model will work best for their county.

The Ohio State Bar Association (“OSBA”) recommended a system in which counties choose whether to “opt in” or “opt out” of indigent defense services provided by the State, and OPD agrees with Commissioner Davis that counties should not be financially penalized for deciding to opt out. The OPD therefore emphasizes the OSBA’s recommendation that indigent services in every county be fully State funded, with opt-out counties being able to plan and rely on the availability of a 100% reimbursement rate provided the OPD is given advance notice of opt-out county’s biennial budgets, and all submissions meet the standards and guidelines for reimbursement.

Next Steps Recommended By OPD

The OPD strongly urges legislative action *and* funding to implement the OSBA’s recommendations. The Ohio Supreme Court previously convened two Task Forces to study indigent defense and at the conclusion of both, those Task Forces issued reports (in 1992³ and 2006⁴), identifying weaknesses in and challenges to Ohio’s current indigent defense infrastructure. The OPD remains grateful to Governor DeWine and the General Assembly for the historic increases in indigent defense funding, but interested parties agree that the current system is not sustainable, both financially and in terms of ensuring quality, constitutionally

³ Report of the Supreme Court Task Force to Study Court Costs and Indigent Defense (“the Wright report”) (September 1992).

⁴ Report and Recommendations of the Ohio Supreme Court Task Force on Pro Se & Indigent Litigants (April 2006), https://www.supremecourt.ohio.gov/docs/Publications/prose/report_april06.pdf .



sound representation for Ohioans. We know the system must and can be improved with structural and financial reform. The OSBA's Report and Recommendations provides the path forward.

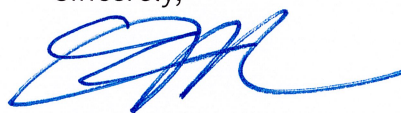
The OPD urges legislative action to provide the requisite statutory authority and funding to allow OPD to be responsive to counties that wish to opt in, and to provide stable and predictable funding to those counties that wish to opt out. Counties, particularly in rural areas, have reached out to OPD and asked to join the OPD to deliver indigent defense services. But, historically and at present, the OPD does not have the requisite staffing or funding to take on additional counties. Funding and legislative changes are the first steps in addressing the need for sufficient quality counsel in our communities, particularly in rural areas as they are experiencing significant hardships in finding qualified counsel who are willing and able to provide indigent defense representation.

The OPD further urges the General Assembly to build in sufficient oversight of Ohio's future indigent defense systems, to ensure our government is meeting its constitutional obligations in providing quality representation that both protects Ohioans' constitutional rights and honors the public trust with its responsible use of public funds. As emphasized in the Sixth Amendment Center's testimony, it is solely the State's duty to safeguard and protect the people's Sixth Amendment rights. Oversight is imperative to achieving and ensuring quality representation, accountability, and a good use of taxpayer dollars.

In closing, the OPD wants to again extend its gratitude to the General Assembly, the OSBA, the County Commissioners Association of Ohio, the Ohio Judicial Conference, and Task Force members for its outstanding work on this important issue. The OPD is ready and eager to assist the Task Force and the General Assembly with the next steps in making the OSBA recommendations a reality.

On behalf of OPD, I thank you for your time, consideration, and I look forward to working with you.

Sincerely,



Elizabeth R. Miller, State Public Defender



representation in Ohio's rural counties while maintaining local control of the appointment process.

Moving forward, the commission encourages the federal session to build on the opportunity of this opportunity. All stakeholders agree that a state-funded system of local control is needed to improve Ohio's independent defense system and serve Ohio's taxpayers. The commission urges the federal session to pass legislation and fund a new independent defense system for Ohio based on the recommendations from OS's task force. The commission looks forward to assisting in this endeavor and is ready to work with its partners in the independent defense community to be a good steward of taxpayer dollars while serving the needs of Ohioans.

Sincerely,



William R. Creedon

Chair, Ohio Public Defender Commission

The Supreme Court of Ohio

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

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SHARON L. KENNEDY

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March 19, 2024

Re: Indigent Defense Task Force

Dear Co-Chair Manning and Co-Chair Hoops,

Thank you for your leadership of the Indigent Defense Task Force. Through your guidance, the work of the Task Force will help ensure that all Ohioans have equal access to justice. As Judge Stephen McIntosh commented to the Task Force on behalf of the Ohio Judicial Conference, we all share the same goal of “guaranteeing access to justice through qualified legal representation.”

The purpose of state government is to serve and protect all its citizens, regardless of their status or residence. The General Assembly breathes life into these goals through its budgeting process and legislative agenda, and lawmakers will look to the final report of the Task Force in their future deliberations regarding access to effective indigent defense.

This letter provides a statement as to why local input is key to achieving quality indigent defense across Ohio. It also provides recommendations on how to achieve this goal.

The recommendations are threefold. First, the plan ensures that a county’s decision on which delivery system is implemented is based on the input of all interested local parties, including judges, attorneys, and county commissioners. Second, it addresses the issue raised during Task Force testimony of county-commissioner involvement in the reimbursement process. Lastly, keeping lawyers engaged in underserved rural counties is crucial to maintaining access to quality legal services in every county of Ohio. Solo practitioners and other private practitioners often use court-appointed-counsel cases to supplement their legal work and serve the legal needs of the community. Therefore, it is important to ensure court-appointed-counsel work is not cut-off from counties that utilize it and do it well.

Establishing local commissions

We all believe that local problems are best solved with local solutions. Therefore, local control is critical.

Ohio has a long, rich history of allowing the governments closest to the people to make decisions best suited for their needs. To that end, local officials, including judges, must participate in the decision-making process related to the delivery system of indigent defense in their county.

The proposal is that each county wishing to change the delivery system of indigent defense establish a local commission. The membership of the commission would include one judge each from the court of common pleas general and juvenile divisions, a municipal or county court judge, a county commissioner, and a practicing attorney who provides indigent-defense services in the county. This commission would be the best arbiter of whether opting into a state-public-defender system, establishing a county-public-defender system, or maintaining a court-appointed-counsel system would best serve the local needs for indigent defense.

My designee to the Task Force, Judge Richard Berens of the Fairfield County Common Pleas Court, General Division, currently serves in a county that has a well-organized and efficient indigent-defense system through the court-appointed-counsel system. Judge Berens said it best when he said, “The most effective and best way to provide indigent defense funding in one county is not necessarily the same throughout the state.”

Establishing a local commission that includes representatives of the judiciary and the practicing bar, along with a county commissioner, will ensure that each county can address its unique needs. In fact, local input was a priority expressed by several members of this Task Force as well as by members of interested groups that testified before it.

Reorganizing the reimbursement process

For those counties where the county commissioners wish to be removed from the reimbursement process with the Office of the Ohio Public Defender, an alternative payment delivery system could be established. Specifically, when a court-appointed attorney completes service on an indigent-defense case, the attorney already submits his or her fee application to the judge for review, approval, and signature. In lieu of submitting the fee application to the county for payment, the judge would send the approved fee application directly to the Office of the Ohio Public Defender for reimbursement to the court-appointed counsel. This new payment system would relieve the county commissioners of the duties of budgeting for and seeking reimbursement from the Office of the Ohio Public Defender. This change would be more efficient and cost-effective.

Preserving court-appointed work for Ohio attorneys

Lastly, the recommendations of this Task Force ought not interfere with the excellent work the General Assembly has already undertaken to help address the need for legal services in underserved rural areas of Ohio. Through the passage of House Bill 150, which created this Task Force, the General Assembly established the Rural Practice Incentive Program to help attract and keep attorneys in underserved areas.

This program could not have come at a more critical time, as over 6.5 million Ohioans in 82 counties reside in an underserved community. Ensuring that attorneys in underserved areas have access to sufficient legal work to justify staying in that county is crucial to achieving access to justice across the state. As of March 8, 2024, of the 73 licensed-attorney applicants, it appears that 36 are eligible to participate in the Rural Practice Incentive Program, and of the 5 law-school applicants, 4 appear to be eligible.

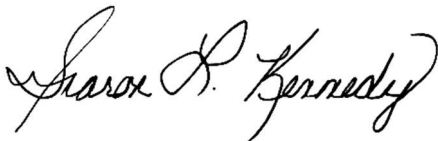
As discussed during the Task Force meetings, local courts appoint counsel in a variety of circumstances to meet the needs of indigent defendants. Sometimes counsel is appointed simply to address a conflict of interest, but in many counties, such as Fairfield, local courts maintain a robust court-appointed-counsel list and appoint from that list. In courts across Ohio, judges use a comprehensive set of criteria when selecting court-appointed counsel to serve on a case. Judges are in the best position to impartially determine what special skillsets or practice-areas an attorney needs to serve an indigent client.

Court-appointed systems prove to be efficient, effective, and financially wise for some counties. During Task Force testimony, it was noted that Allen County, which has a county-public-defender office, has an approximate population of 100,838, and the amount spent by the county for indigent defense totaled around \$1.6 million in 2023. In contrast, Fairfield County, which has a court-appointed-counsel system and a population of over 165,000, spent around \$1.1 million that same year. These numbers illustrate that what may be best for one county is not necessarily good for another. However, court-appointed-counsel systems have proven to be cost-effective and to deliver quality legal representation when monitored by local judges, and they may also be the path to ensuring sufficient legal services in the underserved areas of this state.

As this Task Force prepares to make recommendations on the delivery system of indigent defense in Ohio, I encourage its members and the General Assembly to consider the points and solutions offered in this letter and the voices of Ohio judges as expressed by the Ohio Judicial Conference.

Thank you again for the opportunity to lend recommendations to the work of the Task Force.

Sincerely,

A handwritten signature in black ink that reads "Sharon L. Kennedy". The signature is written in a cursive, flowing style.

Sharon L. Kennedy
Chief Justice

Cc: Paul Pfeifer, Ohio Judicial Conference
File

**The Honorable Nathan Manning
State Senator – District 13
Indigent Defense Study Task Force, Co-Chair
Ohio Senate
1 Capitol Square, Ground Floor
Columbus, Ohio 43215**

**The Honorable Jim Hoops
State Representative – District 81
Indigent Defense Study Task Force, Co-Chair
Ohio House of Representatives
77 S. High Street, 14th Floor
Columbus, Ohio 43215**

Co-Chairs Manning and Hoops:

Thank you for your leadership on this important task force - the opportunity to serve has been an honor. I commend the legislature for taking the time to deliberate over this crucial issue outside of the chaotic state budgeting process. Ohio's constitutional requirement to provide public defense is a cornerstone of our democratic system and one of the most important rights conferred to our citizens. This has been recognized by the legislature in the most recent state operating budgets, as it has taken on most of the costs associated with providing counsel to indigent defendants.

However, the state picking up the tab does not guarantee progress, as systemic changes are needed to ensure that the system we're funding operates efficiently and equally throughout the state. The indigent defense system is a complex one with a lot of stakeholders at the state and local levels. It is imperative that proposed systemic changes be studied and agreed to by all. To that end, the Ohio State Bar Association convened a diverse group of stakeholders to meet and consider making a recommendation to the legislature. After several meetings we agreed on a recommendation to allow for counties to opt in to state delivery of indigent defense services.

The OSBA also lobbied for the legislature to pass House Bill 150 in the 134th General Assembly, a bill that created the Rural Practice Incentive Program and a task force to study the future of indigent defense in the state of Ohio. It was proper for these two issues to be considered together by the legislature because the delivery of indigent defense has profound impacts on access to lawyers in this state, as it relates to our constitutional obligation to provide public defense and our moral obligation to meet the civil needs of every Ohioan.

This issue was the priority of my presidency at the OSBA, and it continues to drive my involvement in the task force. As a judge in a rural county, our reliance on appointed counsel from outside the county is unacceptable. It is not an efficient way to provide services and it also demonstrates the lack of counsel available to meet the civil needs of my community. But the

solution to this problem cannot come in the form of abandoning appointed counsel in favor of state public defenders.

We are a non-unified court state. And while that comes with challenges sometimes in the form of a lack of consistency, the value of local discretion and decision-making cannot be overstated. This task force has demonstrated that local decision-making and control is in the best interest of Ohio. We saw in the testimony of Judge McIntosh that judges can take a pragmatic, fair, and responsible approach to appointing counsel to ensure that the decision is in the best interest of the defendant. We heard from Commissioner Davis about how a county can run an efficient system locally by taking ownership of their budget and working with the judiciary and bar to ensure qualified legal representation. We also heard from the Ohio Association of Criminal Defense Lawyers that any delivery model needs appointed counsel, a relationship with the bench and bar, and decision-making at the local level.

While I agreed with the aforementioned testimony and most of the discussions with the task force, I took issue with the testimony provided by the Sixth Amendment Center. It is clear from the testimony provided that their organization takes a more academic approach to review. While a top-down method with uniform state level decision-making for all 88 counties is certainly easier to administer, it ignores the benefits of local decision-making and the practical realities of Ohio.

Their testimony made sure to point out their concern for state public defenders who might be out of a job if a county decides to change their delivery system, but they made no mention of concern for the thousands of appointed counsels that would be out of a job if the delivery system were to completely transition to a state public defender office. In failing to recognize this, they also failed to account for the problem that is created when appointed counsels are forced to leave a county that changes its delivery system and the corresponding impact on civil legal needs or the availability of counsel for conflict cases. We heard from Carlos Crawford of the Delaware County Public Defender's office that their appointed counsel list dropped from approximately 80 attorneys to 30 when they switched to a county office – and that is in one of the fastest growing counties in the country. Imagine what would happen in my county?

Finally, the Sixth Amendment Center's proposed solution to lock a county into an opt-in decision vis-à-vis a statutory change does not create a permanent situation – it merely requires a change in statute to reverse the decision. Thus, the only thing their proposal accomplishes is to take decision-making away from the local government and hand it over to a state agency.

Financial certainty must be achieved. The counties want assurances that they will be able to meet their constitutional obligations. The state wants assurances that their investment in the system can be properly budgeted for and efficiently and effectively operated. But financial certainty should not come at the cost of a state takeover. Instead, the state should consider other methods to ensure financial certainty, like using a third party to study our system and to recommend a way to properly budget for indigent defense with predicative costs and caseloads that consider the particulars of each county.

The unanimously approved OSBA Task Force report gives us great momentum for a comprehensive solution, but there is still work to be done. The system will be set up to fail if counties are financially incentivized to turn the decision of indigent defense method of delivery over to the state. While I stand by the option of allowing both a state and county method of delivery, we must ensure that implementation takes into account the varying needs and circumstances of each unique Ohio county. As the law is today, county commissioners should continue to make the initial decision on what type of delivery system their counties should have, but if commissioners decide to opt in to the state-run system, local judges and practitioners should be involved in the decision-making for the type of delivery system that will be used under the state system. They know what is best for their communities and could work with the state to ensure the needs of local citizens are met.

I appreciate your consideration of these issues. Thank you again for the opportunity to serve on this task force and for your leadership on this very important issue.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Wilson', with a long horizontal flourish extending to the right.

Dean L. Wilson
Retired Municipal Judge
Perry County

March 19, 2024

Senator Nathan Manning
Representative Jim Hoops

RE: House Bill 150 Indigent Defense Task Force

Dear Co-Chairs Manning & Hoops:

I am delighted to have this opportunity to provide a letter of support for the portion of House Bill 150 which addresses Indigent Defense. I have dedicated my career to public defense, most recently as the Deputy Director of the Montgomery County Public Defender Office. I would like to focus on recommendations from the Ohio State Bar Association (OSBA) regarding the Future of Indigent Defense, The Sixth Amendment Center and funding.

The OSBA Report and Recommendations on the Future of Indigent Defense provides comprehensive recommendations. These recommendations allow for local communities to have input on the delivery model that works best for their community. At the same time, this would allow the Ohio Public Defender Office (OPD) to provide further support and ensure continuity of representation provided to people who appear before the courts across Ohio. Currently, The Ohio Public Defender Office oversees various OPD branch offices. Ohio is a rural state; thus, areas of Ohio may benefit from a regional office that can handle cases in surrounding counties. A study may be helpful to determine which areas of Ohio would benefit best from a regional vs county public defender office.

The Sixth Amendment Center made one recommendation that I think is important to note. Once a county opts into public defender services administered by OPD, there should not be an option to opt out. My reasoning is we are dealing with people's lives – both employees and clients. There needs to be consistency. Changing employment, even between county to state or vice versa, can impact the lives of the employees from position retention to salary to health care to retirement. This can have a trickle-down effect impacting the clients served. Continuity and consistency require finality of decisions.

The Ohio Legislature should consider consulting with The Sixth Amendment Center. They previously conducted a limited study on the Hamilton County Public Defender Office and have previously assisted other states in converting to a state-run public defense system. It would benefit the process to consult with The Sixth Amendment Center as well as other states that have converted to state run public defense systems to see how these entities managed funding.

To make the transition to state-run public defense will require additional funding. Consultation with The Sixth Amendment Center and other states regarding the management of funding is essential. To determine an initial amount needed, the legislature should reach out to an accounting firm or look to graduate program(s) to see if they would have an interest in helping determine the costs. As Public Defense benefits all people, additional revenue can be raised by adding fees to such privileges as driver's license, license plates, state IDs, or other licensing.

Thank you for providing me with the opportunity to participate in this process. Public Defense is a constitutional requirement that benefits the people impacted by the Criminal Justice System.

Respectfully,

A handwritten signature in blue ink that reads "Kelli R. Howard". The signature is written in a cursive style with a large, stylized "K" and "H".

Kelli R. Howard
Attorney at Law

The seal of the Delaware County Prosecutor's Office is circular. It features a central figure, possibly a person or a symbol, surrounded by the text "PROSECUTOR'S OFFICE" at the top and "DELAWARE COUNTY OHIO" at the bottom. A banner across the bottom of the seal contains the motto "WITH GOD ALL THINGS ARE POSSIBLE".

Melissa A. Schiffel

Delaware County Prosecutor

3.14.24

Indigent Defense Study Task Force
Task Force Chairs Senator Manning and Representative Hoops
Via Email

Dear Senator Manning and Representative Hoops:

Thank you for the opportunity to participate in the Indigent Defense Study Task Force. I am glad that the legislature heeded the call from the Ohio State Bar Association to look deeper at the funding of indigent defense in Ohio. I was able to serve on both this Task Force and the OSBA Task Force, and two things that are clear from my service on both Task Forces are that 1) the reimbursement of indigent defense costs must continue from the State; 2) the type and model of indigent defense is a decision that should be made at the local level for what will best serve indigent defendants and the criminal justice system in the specific locale.

I won't spend too much time on the continued reimbursement of indigent defense by the State, except to say that is working. However, there is a need for continued oversight into what is a proper reimbursable expense for indigent defense and education for all stakeholders on what is proper expense would be a good idea.

The criminal justice system operates at its best when there is competent, qualified, efficient and dedicated counsel for both the State (prosecutors) and defendants on both sides of the aisle. The best way to ensure this type of representation for indigent defendants is to rely on local stakeholders to make the decision for their communities. As we heard at the Task Force, what works in Delaware County may not be appropriate for Fairfield County. Or, what works in Ross County as a regional office, may not work in Delaware County.

But, it should be underscored and emphasized---the people who understand what will and what will not work for indigent defense are the local stakeholders who practice in the local criminal justice system every day. I fully support an "opt in" model of indigent defense in which the local stakeholders have the ability to decide what is best for the criminal justice system in their communities.

While it is not the focus on this Task Force, I do want to seize the moment to continue to emphasize how important it is that indigent defense and prosecution continue to be funded and the practice of law in both areas continues to be incentivized for lawyers. I applaud the legislature

for recently passing the law that offered some loan forgiveness to lawyers practicing in the rural areas. While I am certainly not a huge proponent of government spending, this was necessary, and it will continue to be necessary to fully fund both indigent defense and prosecution. This includes funding for investigators, victim service providers, and the normal day-to-day costs associated with both defense and prosecution.

Thank you for reading this far!

Sincerely,

A handwritten signature in blue ink that reads "Melissa Schiffel". The signature is written in a cursive, flowing style.

Melissa Schiffel
Delaware County Prosecuting Attorney



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1 Capitol Square, Room 039
Columbus, Ohio 43215

Representative Jim Hoops
77 South High Street, 14th Floor
Columbus, Ohio 43215

Co-Chair Manning and Co-Chair Hoops,

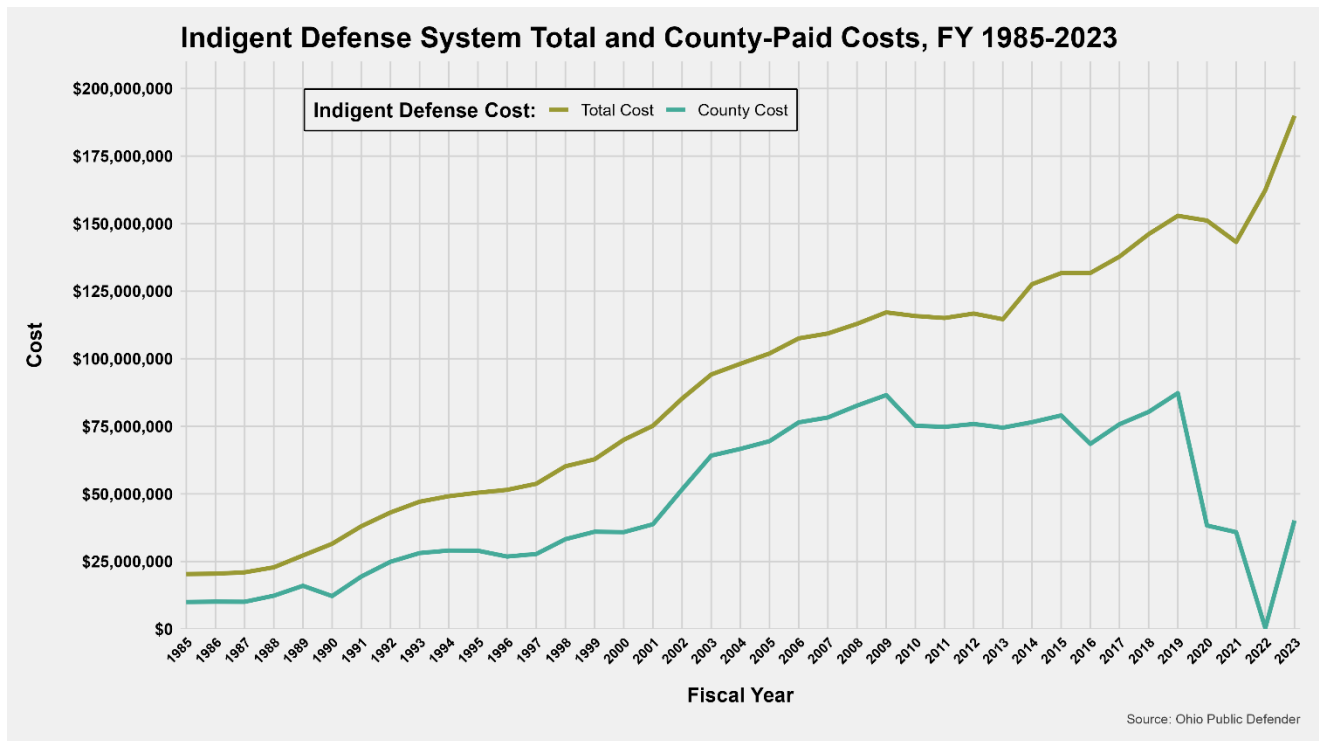
I would like to thank you for your work and leadership on the Task Force to Study Indigent Defense. I enjoyed the opportunity to hear testimony from stakeholders and fellow task force members and I am thankful for the opportunity to submit this letter to you both today. As you heard from my testimony, as well as the testimony from Commissioner Noonan, indigent defense is a very important issue for county commissioners. I would ask that the task force make the following recommendations to the Ohio General Assembly and work collaboratively over the course of the next year and a half to ensure they are properly implemented:

- Fully fund indigent defense;
- Provide in statute that the state is obligated to fully fund indigent defense and explore cost control mechanisms such as a per capita cap on county expenditures;
- Create a state-ran option for counties who wish to have the state administer indigent defense on their behalf, and allow other counties to choose to maintain their local system; and
- Adopt state policy which fosters an increase in the number of attorneys in rural counties.

First and foremost, I believe that fully funding the indigent defense system in Ohio must be the task force's main recommendation. This position was supported through testimony from myself, my fellow commissioner from Allen County, the Ohio State Bar Association (OSBA), Ohio Judicial Conference (OJC), and the 6th Amendment Center. All of these groups stressed the importance of providing not only full funding for the system, but the need for consistent levels of funding for the system. The fluctuation in funding often puts stress on county budgets and negatively impacts counties such as my own, who do their best to control the cost of the system locally.

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To further illustrate this point, the graph below shows the total system cost and the share paid by counties for each fiscal year since 1985. Until recently, counties bore most of the cost of providing indigent defense. Furthermore, you can see the spikes in funding that are inconsistent from year to year. However, the gap between the two lines in recent years is a testament to the strong partnership that counties have enjoyed with the DeWine-Husted Administration and the 134th and 135th General Assemblies on this issue. Fully funding the indigent defense system in Ohio will result in a high quality of service provided to indigent defendants and provide counties with the financial flexibility to determine the best delivery method at the county level.



The task force heard a considerable amount of testimony regarding the various systems set up at the county level to provide indigent defense services. I strongly believe that county commissioners are best suited to determine which system is suitable for their county on a county-by-county basis. This decision should be made in consultation with local stakeholders such as their judges, prosecutor, county bar association, public defender, etc. While some counties would like the state to take over the operation of indigent defense, some counties, like my county, would like the option to maintain their current county ran system. I believe our current system works well for all parties involved and our county has worked very hard to establish the system, while effectively controlling the costs associated with the system. To illustrate that point, I have included the amount expensed by Fairfield County to the Office of the Public Defender (OPD) since 2014.

Fairfield County Public Defender Expenditures	
Amount Expensed	Year
\$ 1,823,944.57	2014
\$ 1,605,819.87	2015
\$ 1,774,564.47	2016
\$ 1,729,031.35	2017
\$ 1,795,078.54	2018
\$ 1,806,172.85	2019
\$ 1,770,547.21	2020
\$ 1,672,413.78	2021
\$ 1,560,077.73	2022
\$ 1,744,163.41	2023
\$ 17,281,813.78	2014-2023 Total

As you can see, we have been able to control the county's costs associated with indigent defense. We have done so, while increasing our hourly rate for appointed counsel and a fluctuating reimbursement rate from OPD. The testimony that I provided, as well as the testimony provided by Delaware County Public Defender Carlos Crawford, showed that some counties are able to deliver a high-quality service locally while controlling the costs associated with that service.

As mentioned above, counties have some control in terms of how indigent defense is provided locally. However, the option to administer the program locally is largely dependent on a shrinking pool of attorneys in many of the rural counties. Furthermore, the inconsistent reimbursement throughout the years has limited the amount that these attorneys can be paid for this work due to the uncertain dollar amount that will be reimbursed by the state.

As a result of the attorney shortage and uncertain reimbursement mentioned above, many counties are interested in having the state takeover the administration of indigent defense from the county and relieve the county of this obligation. The testimony from Allen County Commissioner Cory Noonan illustrated this point to the committee. In his county, it is increasingly hard to find private attorneys to perform indigent defense services, so the county implemented a county public defender office. While Allen County is satisfied with the level of service provided by the office, it has increased the cost to run the program locally as you can see from the table below. The increase in cost coupled with the fluctuating reimbursement rate from the state has put considerable stress on the county's budget despite the recent increase in overall reimbursement rate.

Allen County Public Defender Expenditures	
Amount Expensed	Year
\$ 780,636	2014
\$ 904,448	2015
\$ 899,495	2016
\$ 804,000	2017
\$ 734,841	2018
\$ 905,574	2019
\$ 947,632	2020
\$ 1,593,994	2021
\$ 1,568,786	2022
\$ 1,602,641	2023
\$ 10,742,047	2014-2023 Total

The differences in the challenges of providing indigent defense in Fairfield County are different than in Allen County. The challenges also result in different financial outlays on behalf of the county and that puts pressure on the amount that the state can reimburse. It is clear from the testimony that some counties are better served by contracting with the state OPD for indigent defense services. This arrangement already takes place in ten counties across the state. The OPD already promulgates rules for indigent defense, provides reimbursement to counties, and sets the recommended reimbursement rate, so it would make sense to expand this option to other counties. If a county chooses to contract with the state for services, there will still be a need for private appointed counsel. In this scenario, the private counsel would submit their bills directly to the OPD and the county would not be involved in the payment process. That being said, we will generally defer to OPD in terms of the onboarding process and functional administration of the state system. It is paramount that counties have the option to choose if they want to keep their current system or contract with the state for services. If the county would wish to keep their system, they would notify OPD and would continue to be reimbursed for the costs associated with indigent defense delivery. These counties should receive 100% reimbursement from the state to ensure parity between both delivery models.

While I appreciate the various viewpoints from all of the witnesses before the committee, there were several proposals that I would not like the task force to recommend. First, it is important that judges retain the ability to select appointed counsel at their discretion. The task force heard testimony that suggested that this process was unfair or inefficient. As a county who relies fully on appointed counsel, I believe that the judges are best suited to make the selection for counsel. In my experience, judges make the appointed counsel based on their past experience with the attorneys and knowledge of the particular facts of the case before them. Judges are uniquely suited to make this determination and that practice should be reflected in the task force's final recommendation.

Last, it was suggested that counties who choose to keep their current system be required to pay a set minimum hourly amount set by the OPD for appointed counsel by the Ohio Association of Criminal Defense Lawyers (OACDL). The amount would be set by hourly rate and capped by case type according to their proposal. I would encourage the task force to reject that recommendation. Fairfield County currently pays below the suggested rate of \$75 by OPD and we have no problem attracting and retaining appointed counsel. We recently raised our appointed counsel rate and that was a thoughtful determination based on a variety of factors. Counties should be left to make that decision on a county-by-county basis and that decision should not be dictated by the state OPD. This issue is especially important if the system is not fully funded by the legislature and in that scenario, the minimum rate would equate to an unfunded mandate on counties.

In conclusion, both myself and CCAO are appreciative of our inclusion in the Task Force to Study Indigent Defense and are eager to work with the rest of the task force to make recommendations to the General Assembly and the Governor's Office on how to improve the indigent defense system. My final recommendation to the task force is that: the indigent defense system should be fully funded, either by statutory requirement, or by fiscal appropriation, potentially explore cost control mechanisms such as a per capita cap on county expenditures, and that counties should be able to choose to keep their current system or contract with the state public defender for services. Please do not hesitate to reach out if you need anything else or have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "Steven Davis". The signature is fluid and cursive, with a large, prominent "D" at the end.

Commissioner Steven Davis
Fairfield County

March 19, 2024

Indigent Defense Task Force
Co-Chair State Senator Nathan Manning
Co-Chair State Representative Jim Hoops

Dear Co-Chairs Senator Manning and Representative Hoops,

Re: Letter from State Representative Jim Thomas.

Part I. The following are my takeaways from the three task force meetings.

- a. I agree that indigent defense services must be fully and consistently funded by the state, regardless of the delivery model.
- b. I support a statewide system for indigent defense services, where counties have the option of opting in or opting out. State services would be organized by the Office of the Ohio Public Defender (“OPD”) and county services would continue to be organized by individual county governments.
- c. I support the board of county commissioners/county council in each individual county to determine whether their county will opt in to state services or opt-out, and make an affirmative decision (via resolution) to opt in to state services. By default, counties would be considered opt-out counties.
- d. I support for counties that have opted in to state services, that OPD determine the primary delivery method and that OPD would be responsible for delivery of service, including budgeting, employees, setting rates for appointed counsel, and covering the cost of service directly.
- e. I support that the board of county commissioners/county council be required to consult with the local bar, judges, and local public defender commission ahead of passing a resolution to opt in to state services. Similarly, I support that the OPD be required to consult with the local bar, judges, and public defender commission of the respective county prior to a decision to alter the delivery method in an opt-in county.
- f. I agree that if a county elects to opt in to state services, then the county should retain the ability to reverse this decision. The representatives from the Sixth Amendment Center discouraged this. However, perhaps there can be a middle ground. For example, the County would have to prove that the OPD is not providing adequate representation.
- g. I support the Ohio State Bar Association recommendations for the “Opt-Out”/County Services on page 3 of their letter dated November 30, 2023.
- h. I support a change to the OH Revised Code that allows attorneys to work part time in private practice while serving in public defender positions should that be appropriate as determined by the OPD or relevant local authority. This would be similar to the authority of prosecuting attorneys pursuant to R.C. Section 309.06.

- i. I support clarifying the OH R.C. regarding representation in ordinance cases as recommended by the OSBA.

Part II. Next steps that you would like to see the State pursue (studies, funding, delivery structures, etc.).

- a. More discussion of cost containment factors.

Part III. Outstanding questions that you may have regarding the indigent defense system.

- a. Where is the statutory agreement of a 50/50 split of costs between the county and state governments?
- b. Challenges regarding transition from county to state employees? Human Resources?
- c. Is someone currently responsible for setting a floor and ceiling for appointed counsel rates?

Respectfully submitted,
/Jim Thomas/
Jim Thomas
State Representative
District 49

Committees

Ranking Member, Constitutional
Resolutions
Civil Justice
Criminal Justice



Committees:

Financial Institutions
Homeland Security
Pensions
Ohio Indigent Defense Task Force

Ismail Mohamed

State Representative, Ohio House District 3

March 25, 2024

Indigent Defense Task Force Co-Chairs
77 S. High St.
Columbus OH 43215

Re: Indigent Defense Task Force Recommendations

Dear Co-Chairs Manning and Hoops,

I am writing to provide recommendations for the improvement of the indigent defense system in the State of Ohio, drawing upon the insights provided by recent reports and testimonies regarding the current situation. I believe these suggestions can contribute in-part to a more equitable and effective system for all Ohioans. Please review the following points:

1. County Opt-In System:

Based on the findings outlined in the Future of Indigent Defense Task Force's Final Report dated January 23, 2024, it is evident that there exists significant variability in the quality of indigent defense services across different counties in Ohio. While some counties have successfully implemented robust systems that ensure competent representation for indigent defendants, others struggle to meet the minimum standards set forth by the state. Therefore, I see a future with both opt-in and opt-out options being an asset to providing the highest level of indigent defense for Ohioans. By allowing counties to choose whether to participate in the statewide indigent defense program or

maintain their own existing programs ensures that local expertise and tailored solutions are not lost while still offering a standardized framework for those counties that need outside support.

2. Addressing Attorney Shortages in Rural Counties:

As highlighted in numerous testimonies and the Ohio Bar Task Force's Final Report, rural counties face unique challenges in recruiting and retaining qualified attorneys for indigent defense representation. The shortage of attorneys in these areas often leads to inadequate representation and violations of defendants' constitutional rights. To address this issue, I recommend providing additional incentives for attorneys practicing in rural counties. These incentives could include increased pay, loan forgiveness programs specifically targeting attorneys in rural counties, housing assistance, and other benefits aimed at making rural practice more appealing. By enhancing the attractiveness of practicing law in rural areas, we can help alleviate the shortage of attorneys and ensure that all defendants have access to competent legal representation, regardless of location. Furthermore, addressing barriers to travel and overall accessibility to rural counties could be done by further embracing alternative methods of convening for certain proceedings, such as video conferencing or other virtual options.

3. Creating Pre-Law Programs:

As further noted in the Task Force's Final Report, efforts to address the attorney shortage must extend beyond mere incentives for practicing attorneys. It is crucial to cultivate interest in law among students from underserved communities and encourage them to pursue legal education. To this end, I recommend establishing pre-law programs in high schools and other pre-college institutions. These programs could introduce students to various aspects of the legal profession, provide mentorship opportunities with practicing attorneys, and offer guidance on pursuing a career in law. By starting early and fostering an interest in law at the high school level, we can encourage more students to

pursue legal education and ultimately increase the pool of qualified attorneys available to serve indigent clients.

In conclusion, I urge the Indigent Defense Task Force to consider these recommendations as part of its efforts to improve the indigent defense system in Ohio. By improving upon the county opt-in system, addressing attorney shortages in rural counties, and creating pre-law programs, we can work towards a more equitable and effective system that upholds the constitutional right to competent legal representation for all individuals, regardless of their financial means or geographic location.

Thank you for your attention to these important matters. I look forward to seeing positive changes implemented to better serve the indigent population in our state.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ismail Mohamed', written over a horizontal line.

Ismail Mohamed
State Representative
Ohio House District 3

**Testimony provided to the Ohio Indigent Defense
Study Task Force**



Office of the Ohio Public Defender

INDIGENT DEFENSE STUDY TASK FORCE

January 25, 2024

OHIO'S CURRENT INDIGENT DEFENSE SYSTEM



- 31**  County Public Defender; Court Appointed Counsel
- 39**  Court Appointed Counsel
- 7**  Contract with Non-Profit; Court Appointed Counsel
- 10**  Contract with State Public Defender; Court Appointed Counsel
- 1**  County Public Defender; Contract with Non-Profit; Court Appointed Counsel

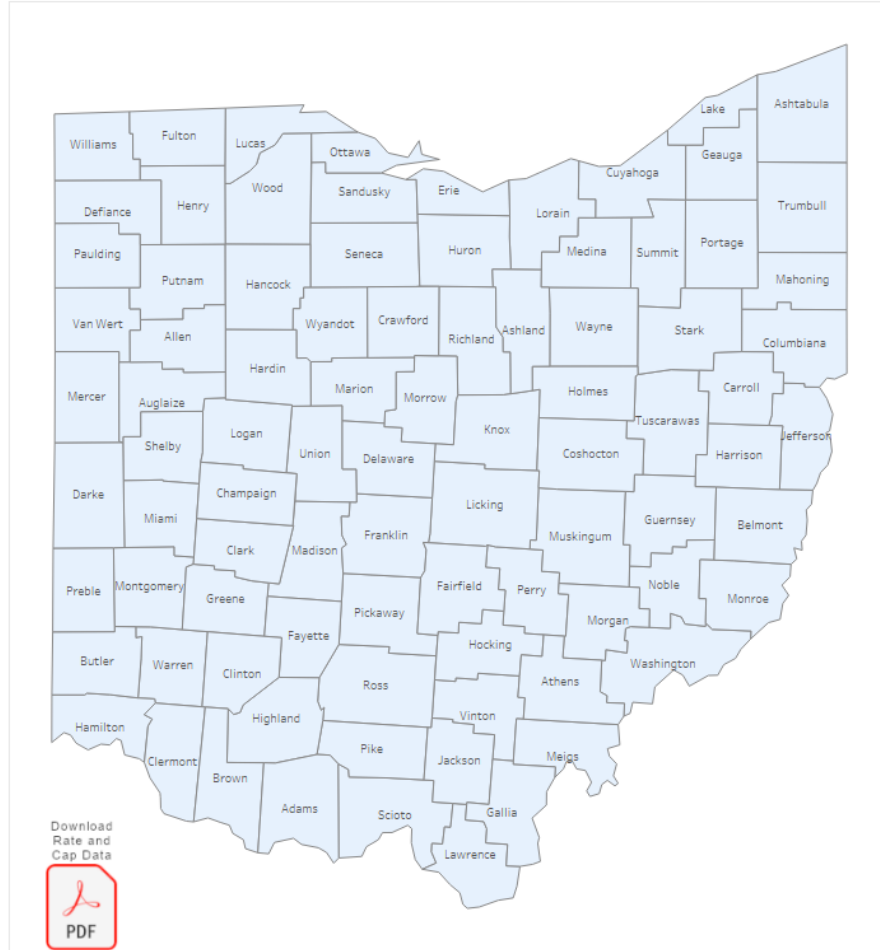
WHO DECIDES WHICH METHOD(S) OF INDIGENT DEFENSE TO USE?



In Ohio, each County Commission has the authority to choose the method(s) by which indigent defense representation is provided in their county.

COUNTY SETS COURT-APPOINTED COUNSEL RATES & CAPS

County Rates and Maximum Fees



County: In Court: Out of Court:

Court:

Rate Rev.: Cap Rev.:

Trial	Aggravated Felonies in the First, Second or Third Degree	65	65	1/1/2023	\$2,500	1/1/2020
	Aggravated Murder without Specifications (1 Atty)	65	65	1/1/2023	\$7,500	1/1/2020
	Aggravated Murder without Specifications (2 Attys)	65	65	1/1/2023	\$10,000	1/1/2020
	All Other Offenses or Proceedings not classified elsewhere	65	65	1/1/2023	\$625	1/1/2020
	Contempt of Court	65	65	1/1/2023	\$250	1/1/2020
	Felony in the Fifth Degree	65	65	1/1/2023	\$1,875	1/1/2020
	Felony in the First Degree	65	65	1/1/2023	\$2,500	1/1/2020
	Felony in the Fourth Degree	65	65	1/1/2023	\$1,875	1/1/2020
	Felony in the Second Degree	65	65	1/1/2023	\$2,500	1/1/2020
	Felony in the Third Degree	65	65	1/1/2023	\$2,500	1/1/2020
	Habeas Corpus with Evidentiary Hearing	65	65	1/1/2023	\$1,250	1/1/2020
	Habeas Corpus without Evidentiary Hearing	65	65	1/1/2023	\$625	1/1/2020
	Misdemeanor in the First Degree	65	65	1/1/2023	\$937.50	1/1/2020
	Misdemeanor in the Fourth Degree	65	65	1/1/2023	\$937.50	1/1/2020
	Misdemeanor in the Second Degree	65	65	1/1/2023	\$937.50	1/1/2020
	Misdemeanor in the Third Degree	65	65	1/1/2023	\$937.50	1/1/2020
	Murder	65	65	1/1/2023	\$3,750	1/1/2020
	Post-Conviction Proceeding with Evidentiary Hearing	65	65	1/1/2023	\$1,250	1/1/2020
	Post-Conviction Proceeding without Evidentiary Hearing	65	65	1/1/2023	\$625	1/1/2020
	Probation and Parole Violations	65	65	1/1/2023	\$625	1/1/2020

Office of the Ohio Public Defender (OPD)

OPD provides representation on appeals and post-conviction for death penalty, criminal, and juvenile delinquency cases, at parole revocation hearings, and at trial as requested by local courts or for contract counties.

(1) County Public Defender Office

Offices are run by a director and overseen by a Public Defender Commission appointed by the county's Common Pleas Court and the Board of Commissioners.

Counties pay for services up-front and then submit monthly reports to OPD detailing operational costs and caseloads. OPD provides reimbursement using available funds.

(2) Court Appointed Counsel

Individual courts are responsible for appointing attorneys to represent indigent defendants.

For reimbursement, the court approves individual bills for services provided. The auditor pays the bills and submits them to OPD monthly. OPD provides reimbursement using available funds.

(3) Contract w/ Non-Profit Corporation

Indigent defense services are overseen by a non-profit corporation who contracts with the county to provide a specified type and amount of service.

Counties pay for services up-front and then submit monthly reports to OPD detailing operational costs and caseloads. OPD provides reimbursement using available funds.

(4) Contract w/ Ohio Public Defender

Indigent defense services are provided directly by the State of Ohio through a contract with OPD, who then has oversight of staffing, budget, and service provision.

OPD's fiscal office bills the county the portion of the contract price that was not covered by reimbursement.

(5) Joint County Public Defender

Offices are run by a director and overseen by a Public Defender Commission appointed by the county's Common Pleas Court and the Board of Commissioners.

**** NOTE ****
THIS OPTION IS NOT USED IN ANY OHIO COUNTIES

HOW IS INDIGENT DEFENSE FUNDED?



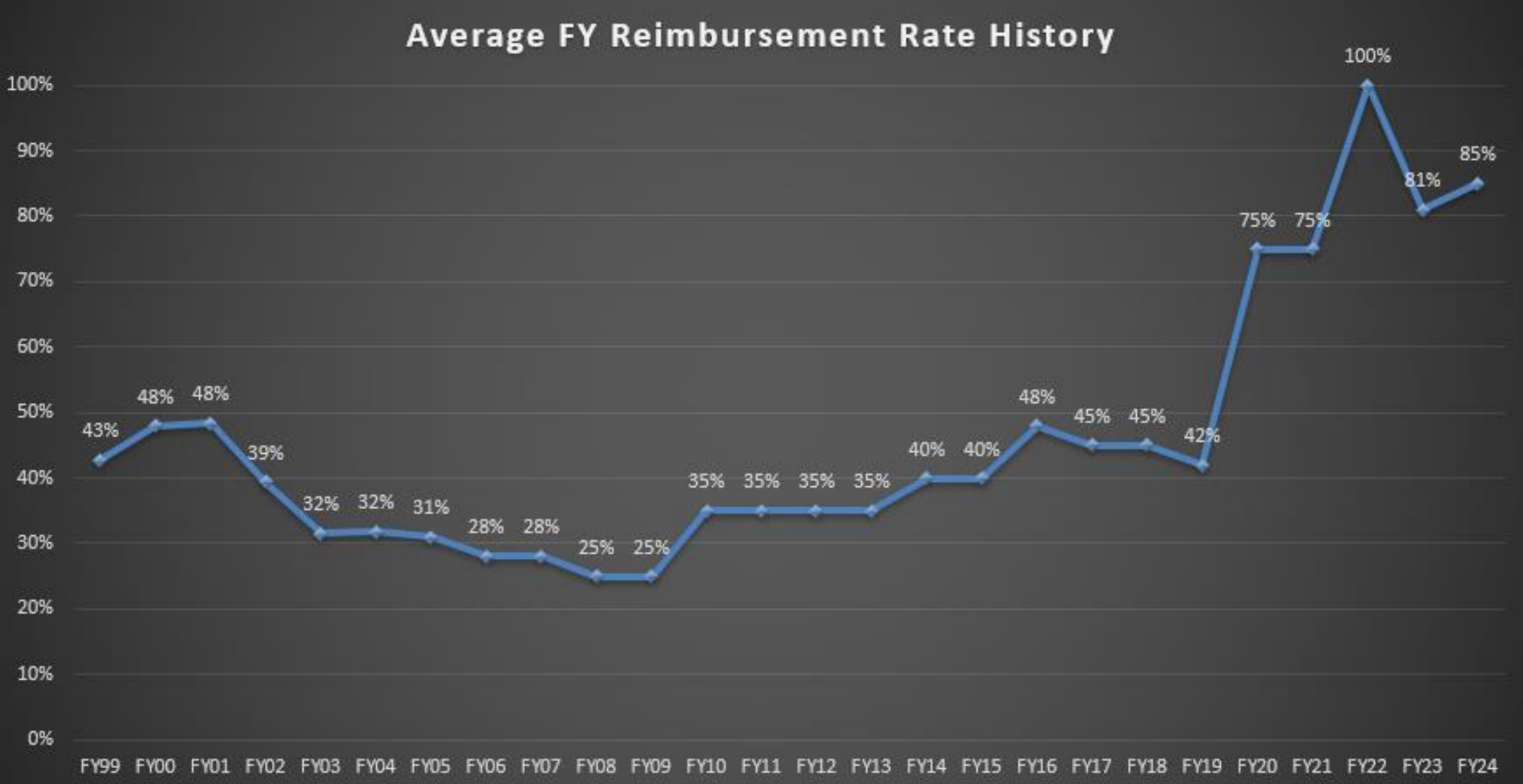
In Ohio, each county is responsible for the costs of indigent defense representation provided in their jurisdiction. After paying those costs, counties submit their costs to the Office of the Ohio Public Defender for reimbursement.

HOW IS THE REIMBURSEMENT RATE DETERMINED?



Once all indigent defense costs from Ohio's 88 counties have been submitted for a given month, OPD compares the amount submitted for reimbursement and the funding available to provide reimbursement. The result of that comparison determines the reimbursement rate provided (in equal percentages) to every county.

WHAT HAS THE REIMBURSEMENT RATE BEEN HISTORICALLY?



HOW IS INDIGENT DEFENSE FUNDED AT THE STATE LEVEL?

A SNAPSHOT: OPD'S BUDGET HAS *THREE* COMPONENTS

OPERATING BUDGET

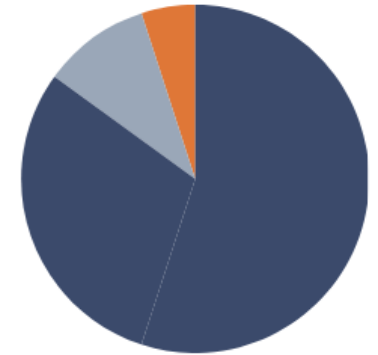
This budget supports the day-to-day operating expenses of the State Public Defender Office and is primarily used to employ staff to help meet statutory duties as prescribed in R.C. 120—among which is oversight and administration of the reimbursement funds. This includes operations at our central office in Columbus, and operations in the county offices.

REIMBURSEMENT BUDGET

This budget provides reimbursement to Ohio's 88 counties for the county-level costs of indigent defense. These funds are not available for OPD's operational budget.

OAJF BUDGET

This budget is **not used or available for indigent defense**. The OPD acts as a **pass-through** for the Ohio Access to Justice Foundation—an agency that serves needy Ohioans on civil matters.



RECENT REIMBURSEMENT OVERVIEW

Reimbursement Overview	FY20	FY21	FY22	FY23
Annual Approved Submissions	\$150,475,274	\$142,745,863	\$162,031,862	\$189,909,016
Average Monthly Submissions	\$12.5 mil	\$11.9 mil	\$13.5 mil	\$15.8 mil
Annual Paid Submissions	\$112,821,981	\$107,345,830	\$162,031,862	\$149,730,778
Annual Average Reimbursement Rate	75%	75%	100%	79%

Overall, the indigent defense costs, and therefore the reimbursement requests, from Ohio's 88 counties have continued to increase.

WHERE ARE WE WITH REIMBURSEMENT TODAY?

REIMBURSEMENT BUDGET	FY24
Amount Appropriated	\$180,827,623
Monthly Submission/Rate Scenario	\$16mil = 94% (\$192mil total)
Monthly Submission/Rate Scenario	\$17mil = 89% (\$204mil total)
Monthly Submission/Rate Scenario	\$18mil = 84% (\$216mil total)
Monthly Submission/Rate Scenario	\$19mil = 79% (\$228mil total)
Monthly Submission/Rate Scenario	\$20mil = 75% (\$240mil total)

FY24 MONTH	SUBMITTED	RATE
MAY	\$17.5MIL	85%
JUNE	\$18.5MIL	85%
JULY	\$16.2MIL	85%
AUGUST	\$17.1MIL	85%
SEPTEMBER	\$17.2MIL	85%
AVERAGE	\$17.3MIL	85%



MIKE DEWINE
GOVERNOR OF OHIO



Thank You...

**Office of the Ohio
Public Defender**

Advocating. Fighting. Helping.



THE OHIO LEGISLATURE

QUESTIONS/NEED ASSISTANCE?

www.opd.ohio.gov



**Office of the Ohio
Public Defender**

Advocating. Fighting. Helping.

Elizabeth R. Miller
State Public Defender

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The Future of Indigent Defense Task Force



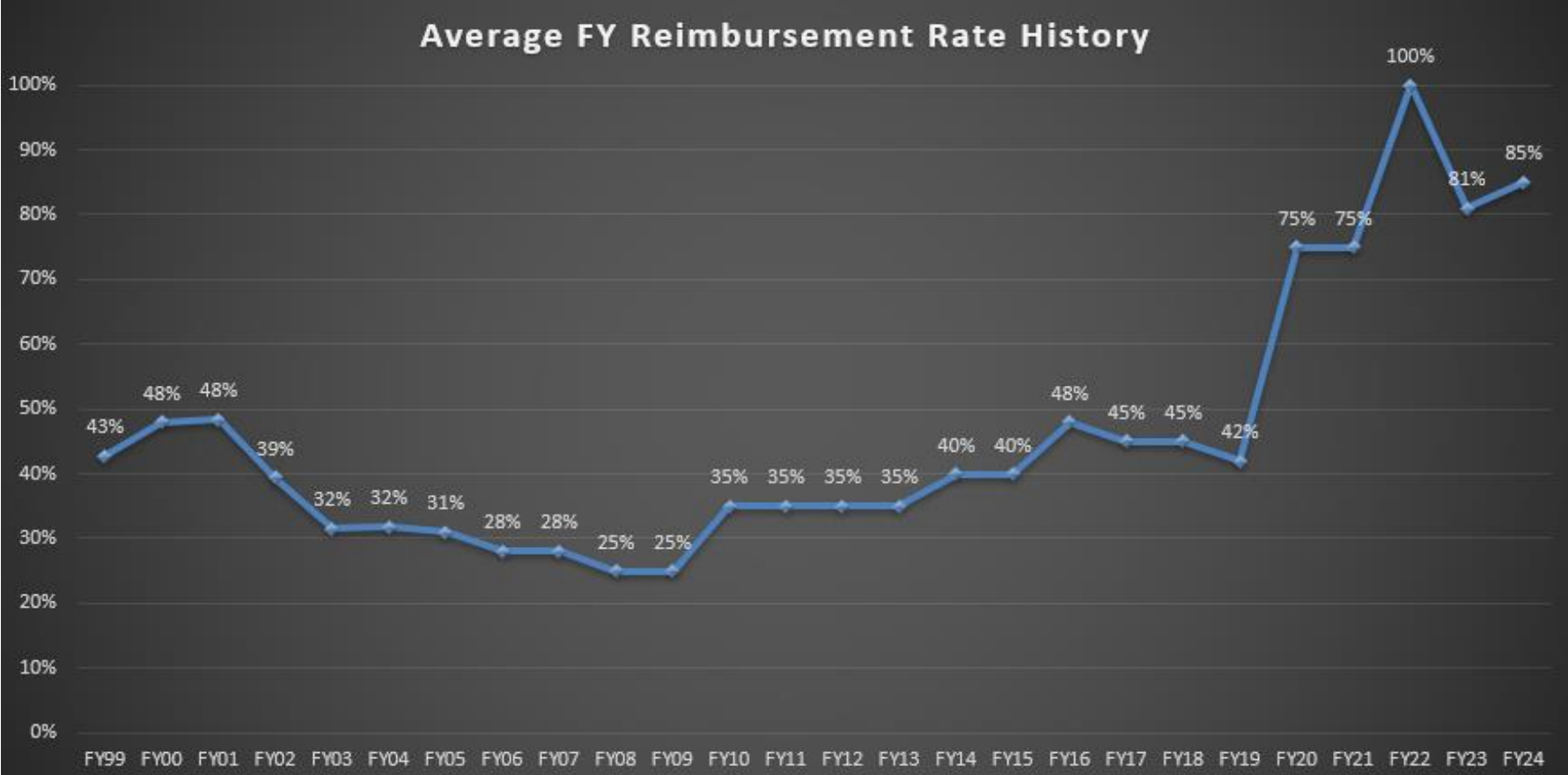
Indigent Defense Task Force

TASK FORCE MEMBERSHIP

- Ohio State Bar Association
- Ohio Public Defender
- County Commissioners Association of Ohio
- Ohio Prosecuting Attorneys Association
- Ohio Association of Criminal Defense Lawyers
- Ohio Judicial Conference
- county public defenders
- appointed counsel
- Akron Bar Association
- Ohio Access to Justice Foundation

Overall System Recommendations

- The Task Force acknowledges that indigent defense services must be fully and consistently funded by the state, regardless of the delivery model in the state.



Overall System Recommendations

- The Task Force recommends a statewide system for indigent defense services, where counties have the option of opting in or opting out.
- The Task Force recommends the board of county commissioners/county council in each individual county determine whether their county will opt in to state services or opt out and, in that case, provide their own method of delivery at the county level.
- The Task Force recommends the board of county commissioners/county council make an affirmative decision, via resolution, to opt in to state services.

Outlook of the Task Force



RECOMMENDATION FOR AN OPT IN
(STATE)/OPT OUT (COUNTY) SYSTEM

Opt In (State)

- OPD determines delivery method
- OPD is responsible for operation (i.e. budgeting, employees, office equipment, etc.)
- State pays directly
- State sets rates and caps

Opt Out (County)

- Individual county determines delivery method
- County is responsible for operation (i.e. budgeting, employees/contracts, etc.)
- State reimburses the county
- County sets rates and caps

Opt In

- For counties that have opted in to state services, the Task Force recommends the OPD determine the primary delivery method and that OPD is responsible for delivery of service, including budgeting, employees, setting rates for appointed counsel, etc.
- The Task Force recommends the board of county commissioners/county council be required to consult with the local bar, judges, and local public defender commission (if applicable) ahead of passing a resolution to opt in to state services.
- Similarly, the Task Force recommends the OPD be required to consult with the local bar, judges, and public defender commission (if applicable) of the respective county ahead of a decision to alter the delivery method in an opt-in county.

What happens if a county changes their mind?

- If a county elects to opt in to state services but later wishes to reverse this decision, the Task Force recommends the board of county commissioners/county council provide a minimum of three years' notice to the OPD.
 - If a county elects to reverse their decision to opt in to state services within five years, they are required to repay the startup costs to the state at a rate of 20 percent of the startup costs for each year of the first five years remaining since opting in.
 - These costs shall include all furniture, phones, IT equipment, copiers, and any other necessary equipment as part of the initial start of services. Costs shall also include any amount due and owing for layoffs pursuant to employment laws, any costs for lease termination, and moving costs to remove any and all equipment and materials from a facility.

Opt Out

- For counties that opt out of state services, the Task Force recommends the board of county commissioners/county council determine the delivery method for their respective county and the county will be responsible for all support services and related activities, including budgeting, employees, settings rates for appointed counsel, etc.
- The Task Force recommends open lines of communication between the OPD and an opt-out county for budgeting purposes.

To incorporate opt-out counties into the state budget process, the Task Force recommends the following process:

1. OPD provides budget guidance (provided to OPD by the Ohio Office of Budget and Management) to all opt-out counties in July of the year preceding the state budget approval process (all even-numbered years).
2. Counties must submit their indigent defense budget to OPD in September of the same year. The indigent defense budget must be formatted from July to June and include two fiscal years (to coincide with the state's biennial budget).
3. OPD will submit the proposed opt-out county budgets to the state. OPD will offer guidance, rather than approval, to counties in developing their indigent defense budgets.

Additional Considerations

Availability of Appointed Counsel

- The Task Force recommends the OPD set a floor and ceiling for appointed counsel rates.
 - The Task Force maintains that judges must continue to play a significant role in selecting appointed counsel.
 - The Task Force encourages the OPD to maintain and update appointed counsel resources on their website.

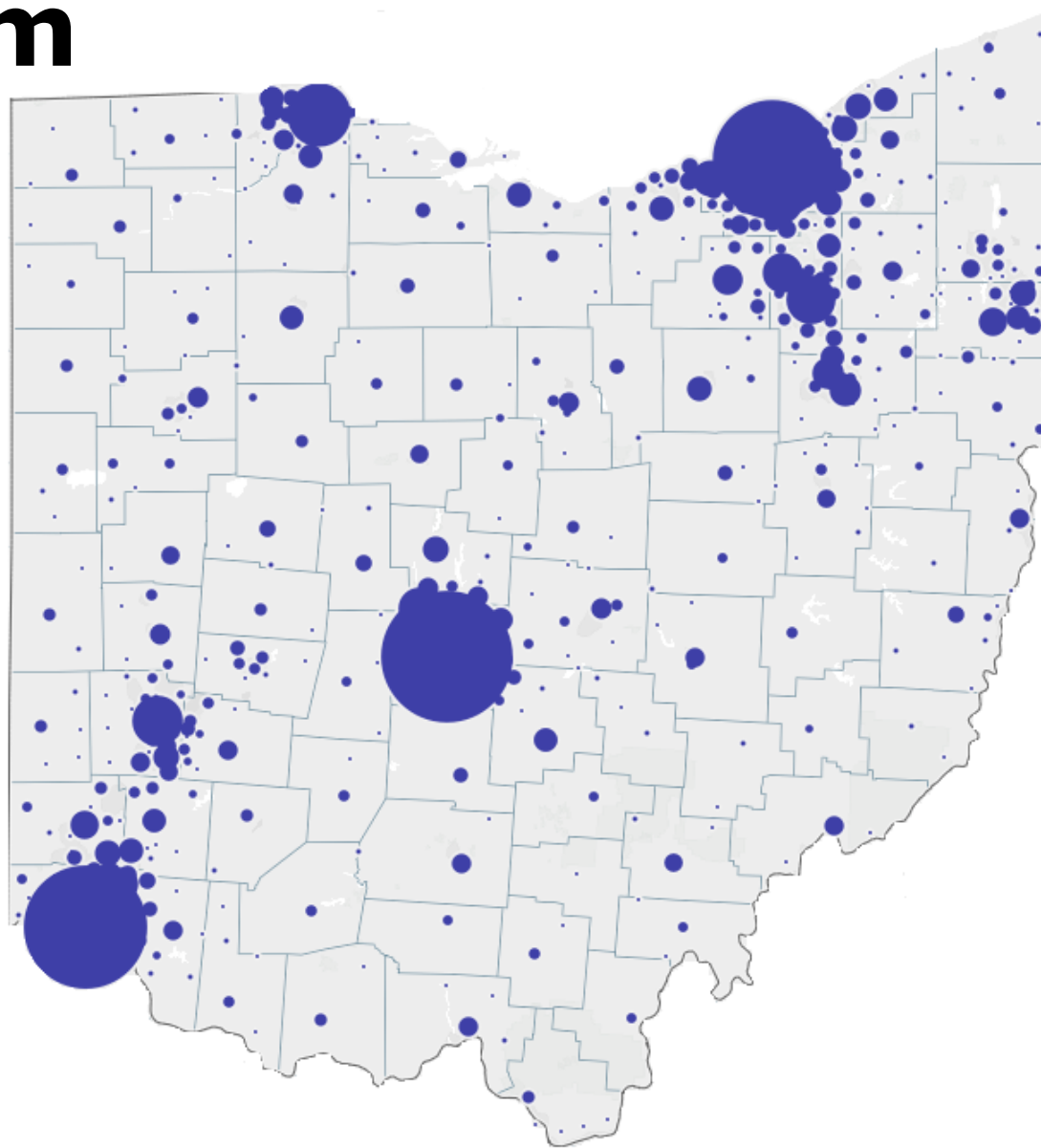
Additional Considerations

Combatting Attorney Shortages

- The Task Force recommends the General Assembly consider programs or incentives to ensure there are adequate numbers of prosecutors, public defenders, and appointed counsel in all areas of the state.
 - The Task Force encourages adjustments to the Ohio Revised Code that allow attorneys to work part time in private practice while serving in public defender positions, either at the county level or state level, should that be appropriate as determined by the OPD or relevant local authority.

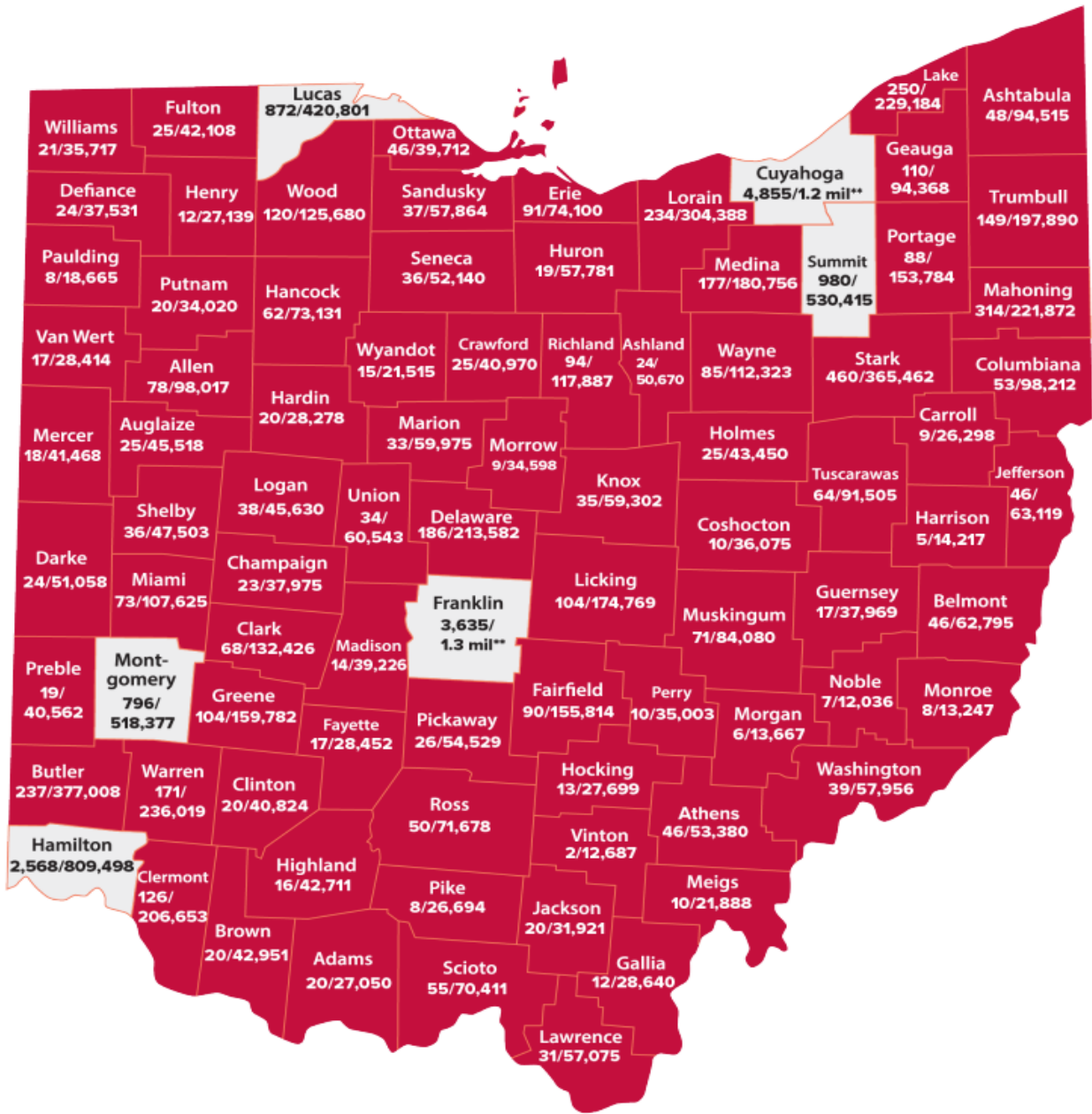
The Problem

18,664
private practicing attorneys



11,472,644
Ohioans

The Problem



Additional Considerations

Representation in Ordinance Cases

- The Task Force recommends that the reimbursement protocol for representation in municipal ordinance cases where an individual is legally entitled to counsel be clarified in the Ohio Revised Code, and further recommends that representation in ordinance cases be provided by either the state or county, as appropriate, given the overall delivery model.

Additional Considerations

Cost Containment and Funding

- The Task Force recommends the General Assembly review both cost-containment factors and funding needs of the system.

Additional Policy Decisions

- Transition from county to state
- Funding and resources
- Quality assurances

I appreciate the opportunity to be here today.

First, I want to express gratitude to the legislature and Governor DeWine for your leadership regarding funding for indigent defense services in the State of Ohio. Specifically, for the increased funding levels provided in the previous Biennial Budget and for the funding and dialogue taking place during this current Biennium.

My name is Cory Noonan. I am in my 12th year as Allen County Commissioner. Thinking back to the beginning of my tenure, I can recall some of the top items on my to-do list: working with our elected officials, maintaining a balanced county budget, economic development and many others. Of the many other items that I did not appreciate as a Commissioner's responsibility was providing indigent defense.

Since that time, Allen County has gone from court-appointed counsel delivery method to a county public defender office. This change took full effect in 2021. The primary reason for this change was due to the lack of attorneys and the large number of cases. The lack of attorneys had a compounding effect on Allen County as it prolonged nights in our county hotel...the county jail, thus costing the taxpayers for their extended stay.

Forming the Allen County Public Defender's Office has assisted greatly in resolving these issues. We now are able to hire attorneys (the number prescribed by the Ohio Administrative Code, per caseload) which has been more accommodating to the inmates and their lengths of stay in the county hotel.

This undoubtedly has come with a cost to the citizens of Allen County and the State of Ohio. The Allen County Public Defender Office now has overhead, expenses not experienced prior. Office space, administrative oversight and professional services are now needed within this office. Services replicated, I'm sure, throughout Ohio costing taxpayers' money.

In Allen County, we must continue to retain court-appointed counsel for conflict cases. In most situations where an individual is in need of a public defender, they were not the only one involved...thus court-appointed counsel must be appointed for one or more of the individuals accused of a crime.

You may ask, what does it cost to provide this service in Allen County? In 2013, my first year as Allen County Commissioner, the amount spent in Allen County for indigent defense was \$762,118. In 2023, the amount to provide indigent defense services totaled \$1,654,214.

We have a great Public Defender Office in Allen County. Great attorneys and staff. Undoubtedly there is a struggle, like throughout the state, to find and retain attorneys. But they are doing a good job! The question I, as Allen County Commissioner, who is responsible for Allen County's finances and funding county mandated offices such as the Sheriff, Prosecutor, Treasurer, Auditor, Judges and jail to name a few, is why does the onus of providing indigent individuals with legal representation fall on the county as a financial responsibility?

As Mr. David Carroll, Executive Director of the Sixth Amendment Center explained during his August 2022 presentation on the National Perspective on Public Defense:

Sixth Amendment provides... "In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defense."

How is the 14th Amendment connected to the 6th Amendment?

Mr. Carroll further explains, “In the *Gideon v. Wainwright* decision in 1963, the United States Supreme Court held that the Sixth Amendment right to counsel is incorporated into the Fourteenth Amendment and is therefore binding on both Federal and State courts.

States are required by the 14th Amendment to ensure that the obligations under the 6th Amendment are properly implemented. That is although a state may pass on its obligation to provide effective representation to local government, all states-including Ohio-must ensure that counties are capable of providing effective representation and, importantly, that they are providing effective representation.”

Through the Ohio Administrative Code,

Rule 120-1-06: Facilities for a county or joint county public defender office (Attached)

The supporting staff, facilities, equipment, supplies, and other requirements needed to maintain and operate an office of a county or joint county public defender shall be sufficient to allow quality representation and shall be substantially equivalent to that provided for the county prosecutor's office.

This section explains the salaries, office space, and what the budget for the county public defender must provide for.

Rule 120-1-07: Workload Standards (Attached)

- (A) Neither a public defender nor a court-appointed counsel may accept a workload that threatens to deny due process of law or constitutional rights to any client, places the office or attorney in imminent danger of violating the Ohio Rules of Professional Conduct, or otherwise threatens quality representation of the client.
- (B) An attorney who works as a public defender or court-appointed counsel on a full-time basis should not be assigned or

accept an annual caseload in excess of the national advisory commission (NAC) on criminal justice standards.

This section explains the restrictions to the number of cases to be assigned.

Since a year before I was born, the State has required that indigent defense services and associated costs shall be the responsibility of the county. Again, on behalf of my fellow County Commissioners, we appreciate the recent actions by the Legislature and Governor DeWine. While these actions are greatly appreciated, indigent defense services and the requirements by the State are costly to our counties. We are designating county funding to this state requirement that should be used for our county operations.

I am going to reference the September 1, 1992 Report of the Supreme Court Task Force to Study Court Costs and Indigent Defense during the remainder of my testimony. I believe it is important to understand the issues this Task Force looked at over 30 years ago and their thoughts and recommendations.

On the first page of its findings, a brief history is outlined that explains that in 1976, the General Assembly established a unique system for providing representation to persons accused of criminal conduct who could not afford to retain legal counsel. The system allows each county to develop, independently or in concert with other counties, a program for delivery. This is provided that the program satisfies rules promulgated by the Ohio Public Defender Commission.

Undoubtedly, this draws the question as to efficiencies with such a variety of delivery methods and duplicative services by each county throughout the State.

The findings continue with explaining that while the current system of providing representation to indigent criminal defendants is a model of

state and county governments sharing responsibility for delivering an essential service, (events at the time of the study) prompted a review of whether this mixed system continues to be the most cost-effective and efficient means of delivering quality indigent defense services.

The 1992 Task Force expressed:

“We have concluded the present system is neither efficient nor cost-effective in many areas throughout Ohio. This is attributable partially to the many pressures facing county officials in preparing service delivery plans and the limited authority given to the Ohio Public Defender Commission to regulate these plans.”

Again, we have a great Public Defenders Office in Allen County. Great individuals providing legal services for indigent individuals in Allen County...I am sure, similar to what is being provided in other counties. As was explained in the 1992 report, we have each county with their own delivery method, providing similar services at differing costs. What affect does this have on indigent defense delivery in Ohio?

Multiple delivery methods cause strain on funding/reimbursement from the State.

- County Public Defender Office
- Court-appointed Counsel
- Contract with the State Public Defender
- Contract with a Nonprofit Corporation
- Combination of a County Public Defender and contract with a Nonprofit Corporation

Multiple office structures and duplicative services cause strain on funding/reimbursement from the state.

- Each county has an administrative cost. Whether it is the administrative side at the county public defender office,

administrative need to oversee the reimbursement from the State by the County Common Pleas Courts and the County Auditors Offices.

- Number of attorneys. Do counties have enough attorneys to staff their offices or assign for court appointed counsel? Or is the staffing correct to the number mandated by the Ohio Administrative Code?
- Does a County hire an investigator or other professionals?

I believe efficiencies and cost savings could be achieved through the State accepting the responsibility of indigent defense service.

Our association has been discussing a two-pronged system where counties can choose to continue to administer indigent services at the county level or have the State Public Defender assume the responsibility. I believe that if the state assumes this responsibility, regional offices could be assembled with local attorneys continuing to provide the great services expected. Less overhead and administrative expenses. Attorneys, investigators and other professionals able to assist those needing representation.

I have been fortunate to participate in the Ohio Bar Association's Future of Indigent Defense Task Force. The goal of the Task Force, just like this Task Force and us as County Commissioners is to ensure that Ohio citizens are able to access their right to the assistance of counsel guaranteed by the Constitution.

The Future of Indigent Defense Task Force has provided their recommendations that are similar to the County Commissioners Association of Ohio (CCAO). On page 2 of their recommendations, first and foremost it is stated that "the Task Force acknowledges that indigent defense services must be fully and consistently funded by the state, regardless of the delivery model of the State." The legislature and Governor DeWine have made strides to accomplish this goal...matter of fact, the legislature and Governor DeWine are close to the 1992

recommendation, on page 16 the Task Force understands the State's responsibility when it recommended:

“The State should reestablish its commitment to fund a minimum of fifty percent of indigent defense cost and gradually increase its share of funding until indigent defense is fully funded by the state.” The report further states: “However, the state should make a firm commitment to gradually assume the responsibility for funding all expenses associated with providing representation of indigent defendants.” This was expressed in 1992.

Both The Future of Indigent Defense Task Force and the CCAO have similar recommendations which include a statewide system for indigent defense services by either opting in or opting out. State services provided by the Office of the Ohio Public Defender and county services organized by individual county governments with their authority to determine the delivery method of service.

Speaking for Cory Noonan, Allen County Commissioner, I would suggest that rather than opting in or opting out, I believe the state should provide the service through the Office of the Ohio Public Defender and those counties who choose maintain county services for indigent defense provide a resolution that they choose to opt out of the state system.

Each of our 88 counties would have the opportunity to decide and pass a resolution, to determine if their county would opt out of the state service. If the legislature so chooses to proceed, the CCAO would work with our membership to identify those counties who may choose to opt out. While this would be a decision made by the Board of County Commissioners, there should be conversations at the local level before such decision is made.

It would be my recommendation that the statewide system take the form of regional offices under the direction of the Office of the Ohio Public Defender. The Future of Indigent Defense Task Force explains, under the

state system, “the Office of the Ohio Public Defender will be responsible for delivery of indigent defense, support services, employee management, budgeting and administrative duties.”

As I discussed this topic with Allen County’s Common Pleas Judges, their concern was maintaining their input and recommendations regarding assigned counsel within their courtrooms. I would encourage maintaining similar role for the Judges as it relates to assigned counsel.

Thank you again for the opportunity to be here today and offer testimony. Undoubtedly, we are here to ensure that Ohio citizens are able to access their right to the assistance of counsel guaranteed by the Constitution. But just as it was reviewed in 1992 and now 2024, how can we best achieve this goal in a manner that is in the best interest for the tax payers of the Great State of Ohio.

Ohio Indigent Defense Task Force
Sixth Amendment Center testimony by David Carroll & Aditi Goel
Columbus, Ohio – February 29, 2024

Good Morning. I am Aditi Goel, Deputy Director of the Sixth Amendment Center. Joining me today is 6AC Executive Director and Founder, David Carroll. Thank you for the opportunity to talk about the Ohio State Bar Association Task Force proposal. First, a little bit about who we are and what we do.

6AC is a non-profit organization that assists federal, state, and local policymakers meet their constitutional obligation to provide effective public defense services. We do so by sharing objective information and a national perspective with policymakers on what works and does not work. We trust that when policymakers are armed with good information, the legislative process will result in constitutional services that meet the unique needs of a jurisdiction.

6AC was founded on and operates on three principles:

1. We are non-partisan. The right to counsel is a core American value that pre-dates the founding of our country and is neither a conservative nor liberal principle. There are just as many public defense issues in blue states as red states, and 6AC helps all policymakers regardless of party affiliation. Our board members span all sides of the political spectrum, and we get as much funding from conservative philanthropies (Stand Together – the Koch network) as we do from progressive philanthropies (Public Welfare).
2. We do not go anywhere we're not invited to. We do not presume to know the strengths and weaknesses of a system until we listen to and learn from local stakeholders. We have a lot of lessons learned from other states that you may find helpful, but it is not our place to impose our will over the collective decision-making authority of elected officials.
3. We do not litigate or lobby. We do not get involved with class action lawsuits or involve ourselves in individual cases. We do not want policymakers fearing that if they invite us into their state, then we will turn around and sue the state based on information we discover while working in their direction. In short, we want to help.

6AC is analogous to a property inspector assessing an old house that policymakers have inherited. When asked, we closely examine everything that may slowly and insidiously be damaging the house: poor wiring, cracks in the foundation, unhealthy mold behind walls. Although today's policymakers are not responsible for the deficient condition of their old inherited house, they are responsible for any issues deriving from those damages once they have the inspection report. They can choose to invest in renovations. They can choose to demolish and build anew. But if they choose to ignore the problems, the house will only continue to deteriorate. In pointing out public defense deficiencies to policymakers, 6AC's goal is to help policymakers decide how best to ensure renovations or rebuilds are structurally sound and meet required laws and standards.

Ohio policymakers have not requested a public defense inspection report, so 6AC has not studied public defense in Ohio. To be fully transparent, before founding 6AC, David assessed the Hamilton County Public Defender on behalf of the National Legal Aid & Defender Association. But we do not presume that the problems uncovered in one county are representative of all Ohio counties today.

So, our comments today are based solely on our reading of Ohio statutes, court rules and policies, and our national experience in other states. Finally, I want to make clear that our appearance today was underwritten by our non-partisan funders. We did not accept any funds from any person or entity in Ohio. Our opinions are ours, and ours alone.

With that background, let's get down to our assessment of Ohio's public defense system and the recommendations of the state bar association's task force.

State vs. county competing interests

Under U.S. Supreme Court case law, ensuring the constitutional right to counsel is a state obligation under the Sixth and 14th Amendments. In Ohio, however, local counties are responsible at the outset to fund and administer services. Although a state may delegate its constitutional responsibilities to counties, the state must guarantee that counties can, and in fact do, provide adequate representation to every indigent defendant in the state. Ohio does not have a state agency authorized or funded to fulfill this obligation.

OPD certainly provides oversight of those counties that transferred administration of county trial-level services to the state. But this is small number of counties, and even in those counties, there may be limited oversight of counsel appointed by the court. The State of Ohio is falling short on its 14th Amendment obligation in remaining services in the rest of the state. In fact, Ohio is currently in the minority of states where the state is primarily funding public defense while having limited oversight of the services that are being locally provided.

From our work in other states, we understand the concerns of county policymakers regarding public defense. If the state is going to offload its constitutional obligations to counties, counties want two things: **local control** and **financial certainty**.

Let's begin with **local control**. When the U.S. Supreme Court made ensuring the right to counsel a state obligation, it did not say *how* states must provide public defense services. Instead, each state, serving as a "laboratory of democracy," is free to experiment with its own ideas.

Many states have taken a top-down approach to public defense in which one single statewide, state-funded system administers and oversees all public defense services, relieving local government of both funding and managing public defense services. And many of these are seen as operating very good public defense systems, like Colorado and Massachusetts.

However, we have seen how the benefits of "laboratories of democracy" can extend beyond the 50 states and into counties as well. We have spoken with county managers and commissioners

across the country, and it is a widespread held belief that county policymakers understand the needs of their local uniqueness better than the state. Every county has its own geographic challenges, population diversity, and criminal justice cultures that impact how best to deliver public defense services. County policymakers generally believe locals are best positioned to determine the public defense system that can meet local needs.

More importantly, counties want **financial certainty**. Counties have little control over crime, arrest, and prosecution rates, and therefore have no control over the costs of required constitutional public defense services. Counties with higher poverty rates are least likely able to afford public defense services: they are stretched thin because they are called on to spend more funds on social services, such as medical care and housing needs, leaving less money available to spend on public defense. This is the case even though these counties are most in need of public defense services since a larger percentage of people in the county cannot hire a private attorney. What's more is a single serious felony case can break the budget of some local counties.

Will Ohio renege on its promise?

When 6AC worked in other states to balance the state's need to meet its 14th Amendment obligations with the local desire for local control and financial certainty in places like Michigan, Idaho, and Nevada, we heard similar concerns from county policymakers: they feared that the state would renege on the financial promises it made to counties. For example, if a state says that it will set public defense standards and that the state will pay the difference between what a county is currently spending and what is needed to meet that new standard, many county policymakers fear that the state will not actually pay as promised, and they will be left with the bill. Counties want to be able to control costs – through local choice of delivery system – until the state proves they will fund public defense as promised.

And this is the crux of the problem in Ohio. As originally conceived, OPD was supposed to reimburse up to 50% of the counties' costs. But the state didn't. Historically, state funding never reached the promised 50% level, dropping in some years to as low as 25%. In exchange for state reimbursement, counties were supposed to show that they complied with OPD's standards of constitutionally effective representation, but historically, the state did not create standards.

Over time, Ohio has set a precedent of reimbursing counties some unpredictable, fluctuating portion of county public defense costs without attaching those state dollars to minimum constitutionally adequate services. The increased reimbursement in recent years – whether 100% or 85% - has basically purchased the same public defense system at a higher cost.

Ohio State Bar Task Force recommendations

We have concerns with the state bar task force recommendation's opt in/opt out model.

While counties will have local control in choosing whether to opt in or out, the state and counties may be left with *more* financial uncertainty than they are in now. Under the opt in/opt out reimbursement model – unless all 88 counties opt in – the state and counties still face financial uncertainty, except now there is the added uncertainty of not knowing how many, and which

counties, will opt in or opt out any given year, and therefore how much public defense will cost the counties and state.

There is another concern with allowing counties to switch from opting in to opting out. Say an opt-in county decides to opt-out out of the state system, what happens to the state employees in that county? Most attorneys need job security, and stability in pay and benefits. A county that can switch every few years is not a safe or attractive system for attorneys to work in, which is something to consider especially if there are attorney shortages.

One way of addressing this specific point is to write into statutes that counties have the option to opt out, but once a county opts in, it can never then opt out. This is what Georgia has done.

Our biggest concern is that the State of Ohio will still have no mechanism to meet its constitutional obligation of ensuring effective public defense services in counties that opt out. No government – state or local – can opt out of the requirements of the Sixth Amendment right to counsel. For opt-out counties to be subject to state review of their public defense systems, OPD would need to be staffed and funded at a level to continually assess and monitor each opt-out county. Of course, that can be costly especially if many counties opt out. The cost may also fluctuate if, at any point, opt-in counties are allowed to opt-out, and opt-out counties are allowed to opt-in.

David and I can take questions. Thank you.



Joe Hada, President
Blaise Katter, President-Elect and Public Policy Chair

TESTIMONY TO THE INDIGENT DEFENSE STUDY TASK FORCE

I come before this task force today on behalf of the Ohio Association of Criminal Defense Lawyers (OACDL) and our more than 800 members who provide a significant portion of criminal defense representation in our state.

We deeply appreciate all the work and effort that has gone into the OSBA workgroup and this task force's commitment to creating a more fair and equitable system of indigent criminal defense in Ohio. These reforms are long overdue.

Our interest in this project is slightly different than many of the other stakeholders. By and large, our members provide indigent defense through the appointed counsel system throughout the state. Therefore, I am here to share some of our members' insights and experience with the various appointed counsel systems, as well as recommendations on how to improve them, especially in light of the changes being considered by this task force.

Further, we are working on the assumption that whatever decision a county makes — whether they opt in to the state-run system or maintain county control — it will remain necessary to have appointed counsel to deal with conflict and overflow cases. Therefore, in light of that, we want to focus our attention on the following issues.

1. Method of Appointment

The first and most important issue for us is the method of appointment for appointed counsel. We strongly urge that there be a requirement that counsel are appointed in an equal and neutral manner per county, so that all qualified attorneys get relatively equal opportunity to take available cases.

2. Decision-Making Process (Opt-In Counties)

In counties that opt in to a state-run system, we advocate that the decision-making authority over the appointed counsel system likewise be transferred away from the county. We would support a system that puts the local public defender's office in control over administering the list of appointed counsel, making appointments on a neutral and equal basis, and setting the fee rate.

3. Opt-Out Counties — Rate Setting and Annual Budgets

We want to ensure that the opt-out counties who retain county control over appointed counsel are not competing with opt-in counties for funds and all remain fully funded. We would also like to see that any county who chooses to opt out and retain local control nevertheless agreeing, as a part of that decision,

to pay appointed counsel the same appointed counsel rate as set by the OPD (both hourly and as to the cap for any particular case).

4. Availability of Part-Time Employment

We strongly support the ability for lawyers to join any PD office in an opt-in county on a part-time basis (with scaling benefits). It is a fear of our members that the amount of cases available for appointed counsel in counties that opt in will drastically reduce. In order to ameliorate that, many members would be interested in becoming part-time public defenders, while maintaining the ability to have a private civil and/or domestic practice as well.

5. A Better Model for Fair Pay

Finally, we hear many concerns from our members about their abilities financially to take appointed counsel cases under the current system. While our members are extremely grateful to the General Assembly, OPD, and the DeWine Administration for the substantial increase in indigent defense funding in recent years, there are still significant flaws with the hourly-rate system that discourages more experienced attorneys from taking court appointments. Most of our members have moved to a flat-fee business model. Calculating case costs based purely on the hourly system disincentivizes the efficient resolution of cases and does not provide a minimum guarantee of fees for taking a case. So much more goes into an attorney entering as counsel on a case than is merely reflected by billable hours, given the administrative nature of running a law practice.

While there is no perfect solution, we would advocate for a hybrid system where there is a certain flat fee that is added onto every case to help offset the administrative and logistical issues of opening a new case. This would provide more financial certainty overall and help ensure a fair fee is paid to reflect the work the attorney is doing in any case.

I look forward to engaging in a discussion with the task force on the foregoing thoughts and I, along with the entire OACDL, stand ready to assist you in any way we can to improve the future delivery of indigent defense services in Ohio.

Respectfully Submitted,



Blaise Katter, Esq.
Public Policy Chair
Ohio Association of Criminal Defense Lawyers
PH: 614-935-7720
Email: blaisekatterlaw@gmail.com



Ohio Judicial Conference

The Voice of Ohio Judges

February 29, 2024

Co-Chairs Manning and Hoops, and Members of the Task Force,

As you all know, I am Judge Stephen McIntosh, and I am the presiding judge of the Franklin County Court of Common Pleas, General Division where I have served since 2007. Prior to my time on this task force, I also served on the Ohio State Bar Association's Indigent Defense Task Force, so I am familiar with the recommendations that this group is considering and the rationale that went into that report.

I will begin by saying that the members of Ohio's judiciary share the same goals as the members of this Task Force: guaranteeing access to justice through qualified legal representation. We must be *prudent* in using taxpayer dollars, to ensure that guarantee is delivered in a cost-effective and fair manner, while not sacrificing quality representation that upholds the principle of innocent until proven guilty and ensures the rights of all.

In addition to the judicial members that served on the OSBA's Task Force, the Court Administration Committee of the Ohio Judicial Conference has reviewed the recommendations and received regular updates on the work of that group. The Judicial Conference continues to support full state funding for indigent defense irrespective of the delivery system in each county – and specifically without creating a funding advantage to counties that choose one delivery system over another. On behalf of the Ohio Judicial Conference, I appreciate that the current recommendations provide an option that counties can maintain systems of indigent defense that they currently use and that work best for them. For example, Franklin County has its own well-functioning Public Defender's office and appointed counsel system. In the smaller counties across the state there is a mixture of local public defender offices, state operated public defender offices, and in many smaller counties indigent defense is provided entirely by court appointed counsel.

I think it is vitally important that judges remain involved in the decision on what delivery model should be adopted or maintained. We understand that ultimately this decision lies with the commissioners, but we also believe that judges must be consulted and remain a part of the conversation of how best to provide indigent services in their respective courts and communities. Additionally, judges must maintain control over the appointed counsel lists, as we see daily the quality of these lawyers, and have a better understanding than most of who are more capable of handling certain types of cases.

While unpredictability is certainly a concern in funding indigent defense, this is a common problem for *all* budgeting and should never get in the way of quality representation and access to justice across Ohio. We understand the difficulty of forecasting cost based upon the number of counties that opt in or opt out and determining the process for phasing out of one delivery model into another one. The Judiciary, as well as the Bar, is trying to be mindful of all the moving parts in the justice landscape.

I thank this committee for taking the time to hear my testimony and I appreciated the opportunity to provide input to the Task Force. I support the general recommendations provided in the OSBA's Task Force report and look forward to working through the details of indigent defense delivery and funding in Ohio.

From: [McKenzie, Lisa R](#)
To: [Melissa Hoover](#)
Cc: [Contact Web](#)
Subject: RE: [E] Spelling of Eastern
Date: Tuesday, April 9, 2024 11:30:38 AM


Melissa,


Thank you for sharing what you found. I took a quick look at all 27 documents in our recording system referencing Eastern Cottontail. On the document in question, it appears that Eastern Cottontail is correctly spelled within the body of the actual document including the signature page. The document you are referring to has an exhibit with a misspelling. It is the only one I could find and believe that error on "Exhibit B" to be a typographical error. Company names on maps are not indexed as part of the document in the Recorder's office. This exhibit is just part of the property overview.

I hope you find this information to be helpful.

Regards,
Lisa McKenzie

Lisa McKenzie
Fairfield County Recorder

 210 E. Main St.
Room 205
Lancaster, OH 43130

 740-652-7100 (t)
740-687-7104 (f)



 <https://fairfieldcountyohio.gov>  lisa.mckenzie@fairfieldcountyohio.gov

From: Melissa Hoover <mistyhoover61@gmail.com>
Sent: Tuesday, April 9, 2024 10:44 AM
To: McKenzie, Lisa R <lisa.mckenzie@fairfieldcountyohio.gov>
Subject: [E] Spelling of Eastern

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.

6:48

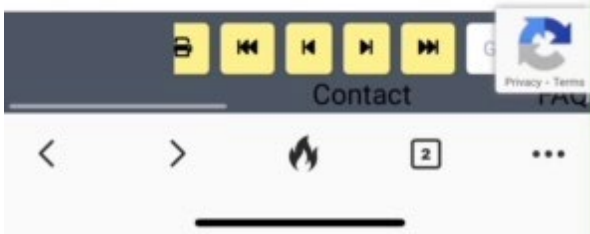
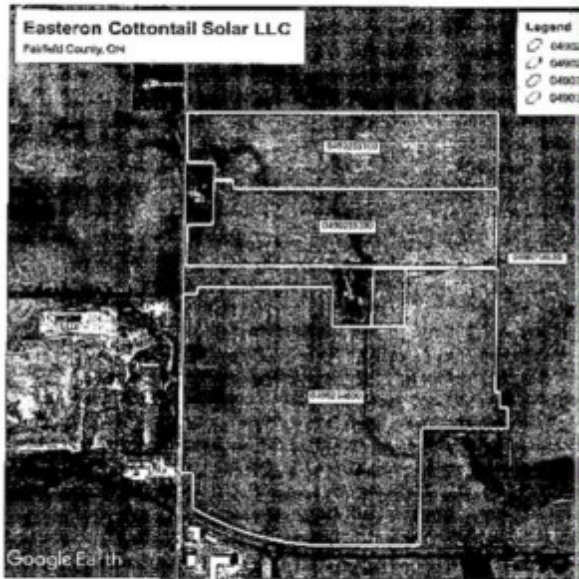


https://rep4laredo.fidlar.com/OH...  

EXHIBIT B

Premises

[NTD: Legal description to be used along with de



Misty Hoover Connor
614-374-1352

From: Scott Barr <sbarr@ohiochristian.edu>
Sent: Friday, April 5, 2024 4:06 PM
To: Contact Web <contact@fairfieldcountyohio.gov>
Cc: Beth Cottrell <protectamandatowship@gmail.com>
Subject: [E] conserving our land and community

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.

Dear Fairfield County Commissioners David Levacy, Steven Davis, and Jeff Fix,

I am writing to encourage you to continue moving forward with your recent announcement of the commissioners' intent to begin the process of establishing exclusionary zones that would restrict industrial solar development in Fairfield County. The vast majority of the citizens you represent in our county want to preserve our farmlands and the agrarian values of our community. Solar has its place, but not on prime farmland and not on a scale that encroaches upon rural residents.

We appreciate your work on the recently adopted Land Use Plan. I attended many of the Regional Planning meetings and gave my input, as did many others who care about the future direction of our county. You listened to the overwhelming desire of local people to preserve our farmlands and green spaces. We now have a plan to grow in a more sustainable manner than haphazard development.

As you stated at the March 26 commissioners meeting, the next logically consistent step is to protect the unincorporated areas of Fairfield County from utility-scale solar developments. We applaud this initiative, and we will support your efforts to stand up for our land communities.

You have heard many pro and con arguments over the past two years since this issue emerged. I urge you to listen most intently to those who live and work in this community and want to stay here over the long haul. Listen to those who care for the land and our neighborhoods. Obviously, some people (often from outside the community) are interested mainly in the money windfalls. But we should not sell our birthright for a mess of pottage.

Of the many good arguments against industrial solar development, the preservation of prime farmlands, in my opinion, is the most important. Our state and our nation cannot continue to lose thousands of acres of fertile, productive land. Once lost to industrial or urban development, these places are unlikely to ever be restored. Like so many other wastelands, they are exploited for their human and natural resources, then left diminished and abused.

The solar developers claim that the land can return to farming after the 30-year leases expire. They point to their "decommissioning plans." But where is the evidence that these promises will be fulfilled? The history of industrial exploitation teaches us otherwise. From clear-cutting deforestation to strip-mining to mountaintop removal to chemical contamination, we have too many precedents in the past to naively trust that the ecology of our fair fields will be conserved. The integrity of outside industrial developers is rightly suspect.

And besides this, after the leases are expired, where will the farmers be to care for the land? What will happen to the people, "the beloved community"? As in many despoiled places, they will be GONE. As the 60's song says, "Don't it always seems to go, that we don't know what we've got 'til it's gone. They paved paradise and put up a parking lot."

I live on the farm in Amanda Township that has been in my family since it was originally settled in 1801. My Barr and Swope ancestors were some of the first pioneer settlers in Fairfield County. Our place is within sight of the proposed Carnation solar development of 1700 acres of prime farmland. We stand opposed to this project. We think that "smart solar" would be better suited for areas that are not agricultural and residential.

Commissioner Davis commented at the last meeting on April 2, "Bring it on! We're doing the best we can." We realize you have to sort through a lot of misinformation and negativity, and I admire your patience and civility. We hope that you will give your best leadership in the upcoming process of safeguarding Fairfield County land communities from unwanted and ultimately unwise industrial solar development.

Thank you for your efforts and integrity,

Scott Barr
10830 Swope Rd.
Amanda, OH 43102

~~guarantee~~ what or how the land will be affected
in 30 years. We have been told many lies
about ^{how} this will affect the land.

The amount of energy it will provide is not
enough to offset the property value we will
lose. This energy will not even support our state.

These solar panels could be installed on top
of buildings downtown instead of in our fields
used to feed the public.

We, the people, do not want this solar
in our county.

Please add this ^{Eastern} Cottontail land lease to the
County wide exclusionary zone.

Thank you,

Mike + Cindy Cline

4675 Canal Rd

Pleasantville, Oh 43148

P.S. Perhaps an evening meeting would
allow more people to come & voice their
opinion.

4/3/24

Steve Davis, Jeff Fox, David Keracy
210 E Main St
Lancaster, Oh 43130

Dear Sirs,

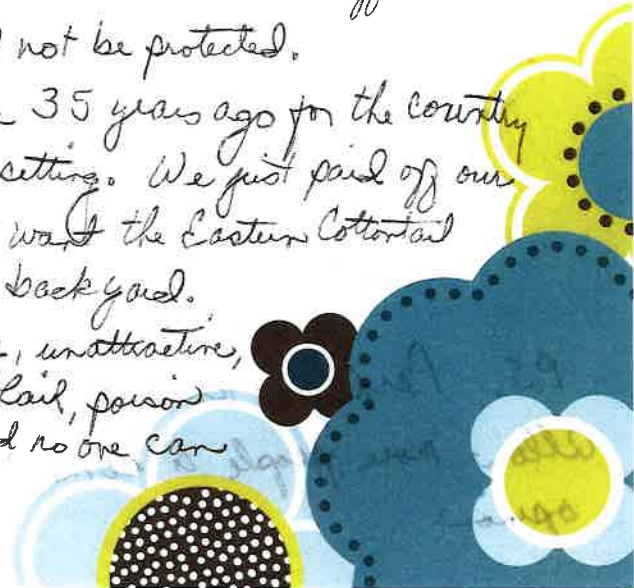
I am writing to request an addition
to the county wide exclusionary zone. The Eastern
Cottontail leased land should be included in
this exclusionary zone.

If this leased land is not included & for some
reason should become available to a different solar
project, it would not be protected.

We moved here 35 years ago for the country
beauty and quiet setting. We just paid off our
home! We do not want the Eastern Cottontail
solar panels in our back yard.

They are noisy, unattractive,
cannot withstand hail, poison
our aquifers and no one can

thirty-one



From: [Jennifer Shelton](#)
To: [Contact Web](#)
Cc: [Protect Township](#)
Subject: [E] Resident comment on exclusionary zones
Date: Wednesday, April 10, 2024 2:11:28 PM

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.

Honorable Fairfield County Commissioners,

Please make the unincorporated portion of Amanda, Ohio an exclusionary zone in the land use plan. While I do have a personal interest that the community remains mainly agricultural since my health has improved since moving to the township, there is another concern needing consideration. The US has lost over 33 Million acres of farmland between 2013 and 2023 (per Statista). For both food and national security, we need to start protecting these dwindling resources as best we can.

There is also concern that any industrial development (including Solar) could cause issues with the watershed. Many here are on well water, and any contamination could greatly affect the health of both humans and livestock.

Thank you for listening to my concerns, and I hope you have a wonderful day.

Sincerely,

Jennifer Shelton
2809 Cedar Hill Road SW
Amanda, OH 43102

Sent from my iPhone

From: [Elizabeth McNeese](#)
To: [Davis, Steven A](#); [Fix, Jeffrey Michael](#); [Levacy, David L](#)
Cc: [Cordle, Aundrea N](#); [Mennigen, Rochelle M](#)
Subject: [E] NO Solar Installations, Fairfield County
Date: Thursday, April 11, 2024 10:56:25 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.

Commissioners, et. al,

As a very concerned resident in an unincorporated township that I love and of Fairfield County, I'm urging you to ensure our county be ***excluded*** from large solar installations.

And more specifically, keep our townships 100% clear of those monstrosities.

I've driven down 23 in Pickaway County and the once beautiful countryside is now entirely hidden under massive fields of solar panels. It's horrendous! We **cannot** allow that to happen here in Fairfield County.

So many of us in the unincorporated townships moved out here to get AWAY from industrialization and to be in the rural beauty of south-central Ohio.

I'm assuming the financial incentives are incredibly tempting, but we need to protect what we have for future generations, not cave to the power of the mighty dollar. You can't BUY natural beauty, you must preserve it... leave it alone!

Thank you for your swift attention to this matter,

Elizabeth McNeese
Greenfield Twp. Ohio
614-266-5088

From: [Mike McNeese](#)
To: [Davis, Steven A](#); [Fix, Jeffrey Michael](#); [Levacy, David L](#); [Cordle, Aundrea N](#); [Menningen, Rochelle M](#)
Subject: [E] NO SOLAR in Our County
Date: Thursday, April 11, 2024 11:17:21 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.

Hello all,

As a long-time concerned resident of Fairfield County, I adamantly oppose any further investigation into bringing solar farms into our County. I live in Fairfield County because it was a beautiful and natural area. My heart is broken to see all of the annexing and industrialization sprawling from the County Seat due to the money-grabbing by the Commissioners in the past few years.

If you consider solar in our County, you will be voted out. You work for the residents of Fairfield County, not for the benefit of tax revenue.

Thank you.

--

Mike McNeese
Echo Productions
mike@echopro.net
<http://www.echopro.net>

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am a resident of Fairfield County in favor of the proposed Eastern Cottontail Solar project.

Eastern Cottontail will be a clean, quiet neighbor to our county while bringing the advantages of expanding our tax revenues and producing energy necessary to power our homes and businesses. Many municipalities, including our schools, will profit greatly from the creation of this project.

This is a win-win for local taxpayers, reducing the burden of raising taxes through levies and ensuring the school has a robust revenue stream for years to come.

I am proud to be a part of supporting economic development that will have a lasting, positive impact on the education of our children within Fairfield County.

This project is a great opportunity to show support for the development of Fairfield in a responsible way that benefits our community.

I urge you to support Eastern Cottontail Solar.

Name:

Brandy White

Address:

7279 Woodale Dr
Carroll, OH 43112

cc: Ohio Power Siting Board

David Levacy, Commissioner
Jeff Fix, Commissioner
Steve Davis, Commissioner
210 East Main Street, Room 301
Lancaster, Ohio 43130

Bill Yates, Trustee
Terry Horn, Trustee
Doug Leith, Trustee
11420 Millersport Road
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing in support of the Eastern Cottontail Solar project. I believe that this project is important because it allows landowners to exercise their personal rights when it comes to their property.

Landowners should be able to lease their land without fear of their local community putting a stop to their choices. EDF is an experienced developer who is listening to our community and developing the project in a responsible way.

Solar projects such as Eastern Cottontail are collaborative efforts with local landowners, elected officials, workforce, government entities, and concerned citizens. The amount of partnership that it takes to get a project to this stage is significant and should not be overlooked.

Our local landowners should have the opportunity to diversify their income, and use their land as they see fit—so long as they are abiding by all state and local regulations.

Thank you.

Name: *Kim Runco*

Address: *1021 Winton Ct.
Lanc. OH 43130*

cc: Ohio Power Siting Board



Commissioner Davis,

We are voter every primary and every general election in Fairfield County.

We strongly urge you to adopt a resolution designating exclusionary zones to prevent the construction of solar and wind facilities in the unincorporated areas of Amanda Township.

Protect our farmland.

Ray and Donna Noecker



FOR IMMEDIATE RELEASE
Thursday, April 11, 2024

Cigarette Dealer’s License Deadline Approaching

Lancaster, Ohio – The deadline for renewing cigarette dealer license is approaching. All licenses must be renewed between May 1, 2024, and May 27, 2024.

“Anyone who sells or transports cigarettes within the county must obtain a cigarette dealer's license,” stated Dr. Brown.

Licenses are to be renewed annually between May 1st and the 4th Monday in May. The retail dealer needs to fill out a registration form and pay the annual fee. Licenses are good for a one-year period that runs from the 4th Monday in May to the 4th Monday of May the next year. Retail licenses can only be purchased at the office of the Fairfield County Auditor.

A fact sheet outlining the renewal process, including information about wholesale dealers and license transfers, is attached.

If you have any questions, please contact the Auditor’s Office at (740) 652-7020.

###

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realestate.co.
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Newsletter

SERVE • CONNECT • PROTECT

Your Fairfield County Auditor's Office:
JUST THE FACTS



Cigarette Dealer Licensing
2024 Renewal Period – May 1-27, 2024

Retail Dealer's Cigarette License

Retail dealer's cigarette licenses may only be purchased at the County Auditor's Office from the 1st Monday in May until the 4th Monday in May. The registration form is available by contacting the Auditor's Office at (740) 652-7020. Completed forms can be mailed along with the licensing fee to:

Fairfield County Auditor
Cigarette Licensing
210 East Main Street
Lancaster, Ohio 43130

The licensing fee is \$125 per physical location ONLY during the renewal period between the 1st Monday of May and the 4th Monday of May. After this period, the amount is pro-rated. Please contact the County Auditor's Office at (740) 652-7020 for more information.

Wholesale Dealer's Cigarette License Available from the Ohio Department of Taxation

Wholesale Dealer's Cigarette Licenses must be purchased from the Ohio Department of Taxation. The Ohio Department of Taxation can be reached at (855) 466-3921. Wholesale dealer's cigarette licenses are \$1,000.

Transfers

If you are transferring an existing retail cigarette license to another location within Fairfield County, you can only do so at the offices of the County Auditor for a \$5 fee. The original license is required at the time of transfer.

Important Points of Interest

- Ohio passed legislation that prohibits the sale of cigarettes in Ohio that have not been approved by the Attorney General's Office. Approved brands legally for sale in Ohio can be found on the Ohio Attorney General's Website. This site is periodically updated.
- Licensed cigarette manufacturers are also located at the above link.
- The Ohio Department of Taxation keeps a record of cigarette licenses in the county.

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030

co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: April 11, 2024
Subjects: Cigarette License Deadline; Tax Incentive Review Council Meetings; and Board of Revision Update

Cigarette License Deadline

The deadline to purchase or renew a retailer's cigarette license is May 27. Licensed retailers must only purchase from licensed wholesalers. The Ohio Department of Taxation issues wholesale cigarette dealer's licenses. The County Auditor's office issues the retail dealer's licenses. In Fairfield County, there are 100+ retail dealer's licenses. Each retail dealer's license costs \$125 annually, while a wholesale license is \$1000. There are times when a retail establishment is under review or an audit, and the County Auditor is required to provide a current copy of their retailer's cigarette license.

Tax Incentive Review Council Meetings

Meetings have been scheduled for six Tax Incentive Review Councils for which the Fairfield County Auditor serves as chair by the Ohio Revised Code. Active TIRCs were established by: Fairfield County (and Fairfield County/Violet Township), the City of Pickerington, the City of Lancaster, the City of Reynoldsburg, and the City of Canal Winchester. TIRCs monitor the status of incentives and agreements to make recommendations to local municipalities as to the efficacy of the economic development incentives. The 2024 schedule is as follows:

Reynoldsburg	May 21	12:00 pm
Fairfield County	June 25	1 pm
Fairfield County/Violet Township	June 25	1 pm
Lancaster	June 26	9 am
Pickerington	June 26	11 am
Canal Winchester	<i>tbd</i>	

Canal Winchester officials are to be in touch with us about the date of time of their meeting as they are coordinating with Franklin County. Note: Fairfield County/Greenfield Township also created a TIRC by virtue of Tax Incentive Financing, but there has been no activity to review yet.

Board of Revision – Update

The Board of Revision anticipates concluding the current season on May 31, the same time for conclusion as last year. Administrative activities may be required following that date, but all hearings will have been addressed by the end of May (unless there is a requested continuance). The filing deadline was April 1.

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Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

April 11, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...

- What a great week – with so much energy about the **solar eclipse!** We are grateful for the safe travels of our team members who were out of town.
- On Monday, following the all-team meeting, directors reviewed the current year budget and the plans for 2025. **All is going as expected in all accounts.**

★ On Monday, Carri attended a **presentation at the Ag Center from FFA students** from Amanda High School – what impressive young leaders we have in our community! The presentations focused on the effects of urbanization. Many of these students were aware of the **CAUV program and its benefits.**

- Carri participated in a **Special Improvement District meeting and Destination Downtown Lancaster meeting this week.** We have a lot in common with these groups as we work hard to engage the community in goals of all-accessibility.
- Rachel Elsea represented the office in **Records Commission meeting on Tuesday.** This process is going well, and we thank Bennet Niceswanger for his leadership of the Commission.
- **We had participants with the Rivet Society meeting this week** – what a fabulous educational opportunity.

★ Carri participated in a **CAAO meeting about property tax reform** where testimony for the legislature was refined.

- We held an efficient Board of Revision meeting on Wednesday. These meetings are so organized. Thanks, team! We were happy to review the plans for the Board of Revision and noted that all hearings are anticipated to be concluded by the end of MAY!
- Three additional one-on-one meetings were held this week. Keep those ideas coming! Some of the ideas this week were about our organizational culture – I really appreciate that!

★ **Thanks to Michelle Wright for hosting a Tyler reporting module meeting that was much appreciated by internal and external stakeholders.** Also, thanks to Michelle for documenting payroll steps for recording FMLA hours.

- Carri attended the **Keller Market Open House** this week.

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Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

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- **The REA and Finance/Settlements team are meeting regularly and connecting well.** It is exciting to anticipate how the ERP and EAT systems might be able to be used with more automation. With each settlement process there has been an opportunity to deconstruct the process and then reconstruct it for improvement, working to eliminate multiple cumbersome manual steps – and understanding more about the system calculations. **The manual and desk aids are being improved to help with future settlements.**
 - On Thursday, several people from the Auditor's Office attended a **tour of a solar farm. Thanks to Josh Harper, Noel Soddors, and Greg Forquer for joining in on this visit.**
 - The Finance Team is working on ways to use **Sharepoint to connect with townships**, and there has been work accomplished to improve the special assessment & reporting process. They are also connecting with partners to **identify replacement timeclock needs at the department level.**
 - On Friday, a **third session of the Women's Leadership Summit** will be held at Ohio University.
 - Also on Friday, **Carri connected with officials of the State Library** to obtain information in support of the Budget Commission analyses.
 - Thanks to **Nick Dilley for the "tips and tricks"** for GIS users.
 - Bravo to **Kayla Speakman and Rachel Elsea** for the new GEM instructions.
 - **Thank you to Rachel Elsea for representing our county at a regional CAAO meeting** in Guernsey County where legislative and local issues were discussed.
 - **With the exception of Canal Winchester's Tax Incentive Review Council, all TIRCs have been scheduled for 2024, and all agendas have been updated and placed on our website.**
- ★ **Sometimes, there is a storm before the calm when you are promoting process changes that will result in future benefits of efficiency, effectiveness, and sustainability. Remember your investments in reimaging a process result in organizational learning and improvements.**

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AEP Ohio
8500 Smiths Mill Road
New Albany, OH 43054

April 11, 2024

Fairfield County Commissioner
Mr. Steve Davis
210 East Main Street, Room 301
Lancaster, Ohio 43130

RE: Construction Notice
Sifford-Ruble 2 138 kV Transmission Tie-Lines Project
Case No. 24-2384-EL-BNR

Dear Mr. Davis:

You are receiving this letter because we wanted to let you know about a proposed transmission project in your area.

AEP Ohio representatives plan to build two 138-kilovolt (kV) transmission lines, each extending about .3 miles, connecting Sifford Station located off Whiley Road (previously approved Case No. 21-0860-EL-BLN) to a customer's substation. The improvements are necessary to serve a customer's facility and meet the increasing electricity demand in the area.

We filed a Construction Notice for this project with the Ohio Power Siting Board (OPSB) as the Sifford-Ruble 2 138 kV Transmission Tie-Lines Project, Case No. 24-2384-EL-BNR.

If approved, construction begins this summer and concludes by fall.

Please see the attached Construction Notice, which we must submit to the OPSB when we make certain changes to our transmission facilities. The submission complies with Rule 4906-6-01, et. seq., of the Ohio Administrative Code.

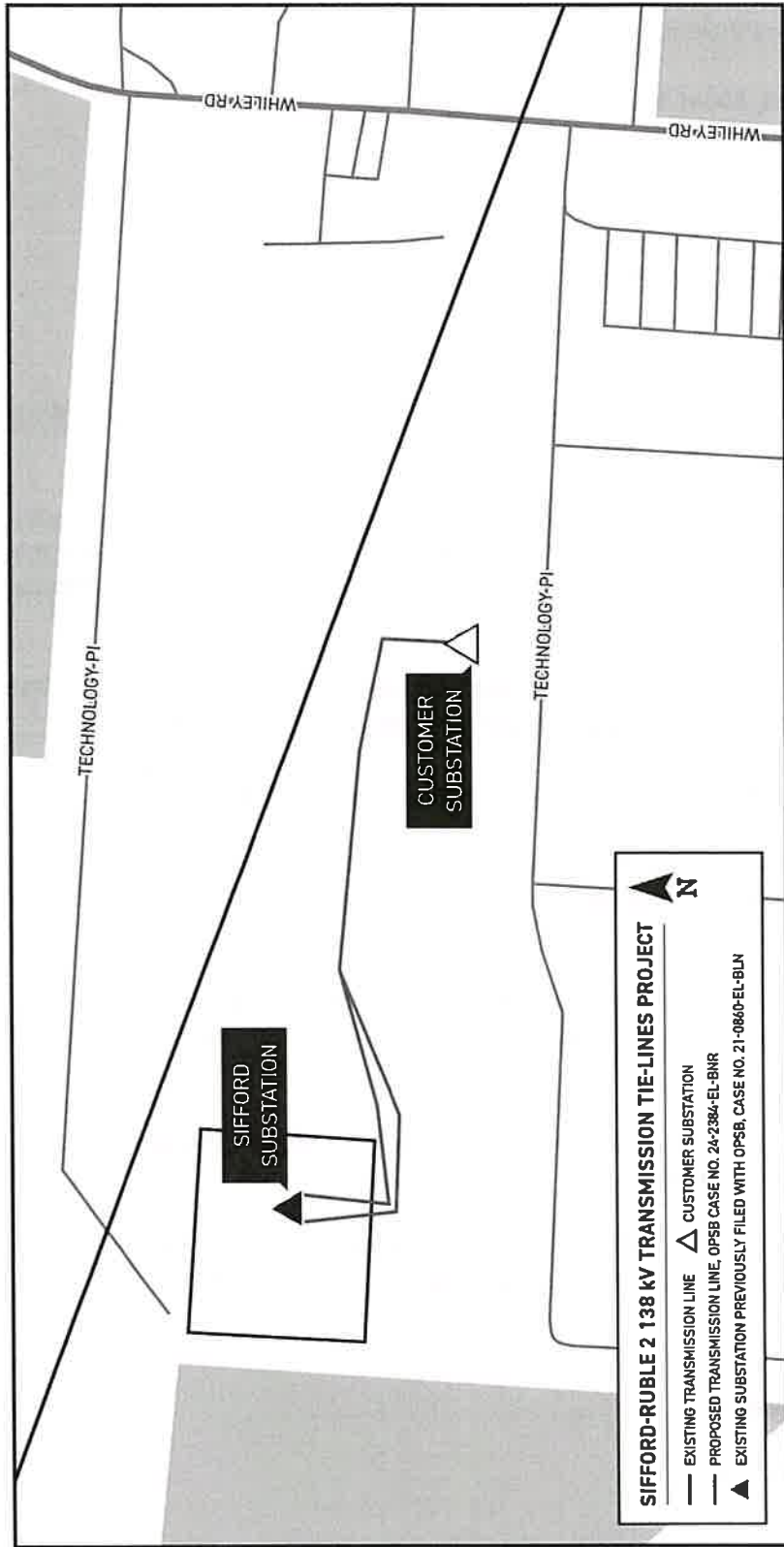
The Construction Notice to construct, operate and maintain this facility awaits OPSB review. Please make the Construction Notice available to the public. We are also communicating with landowners in the project area.

The following map shows the project area. Please use this map only as a general guide due to its reduced scale and limited detail

Please contact me at (614) 933-2998 or mrichardson@aep.com if you would like an electronic copy of the Construction Notice or if you have any questions about this project.

Sincerely,

Michelle Richardson
Project Outreach Specialist
AEP Ohio



SIFFORD-RUBLE 2 138 kV TRANSMISSION TIE-LINES PROJECT

— EXISTING TRANSMISSION LINE △ CUSTOMER SUBSTATION
 - - - PROPOSED TRANSMISSION LINE, OPFB CASE NO. 24-2384-EL-BNR
 ▲ EXISTING SUBSTATION PREVIOUSLY FILED WITH OPFB, CASE NO. 21-0640-EL-9LN

N

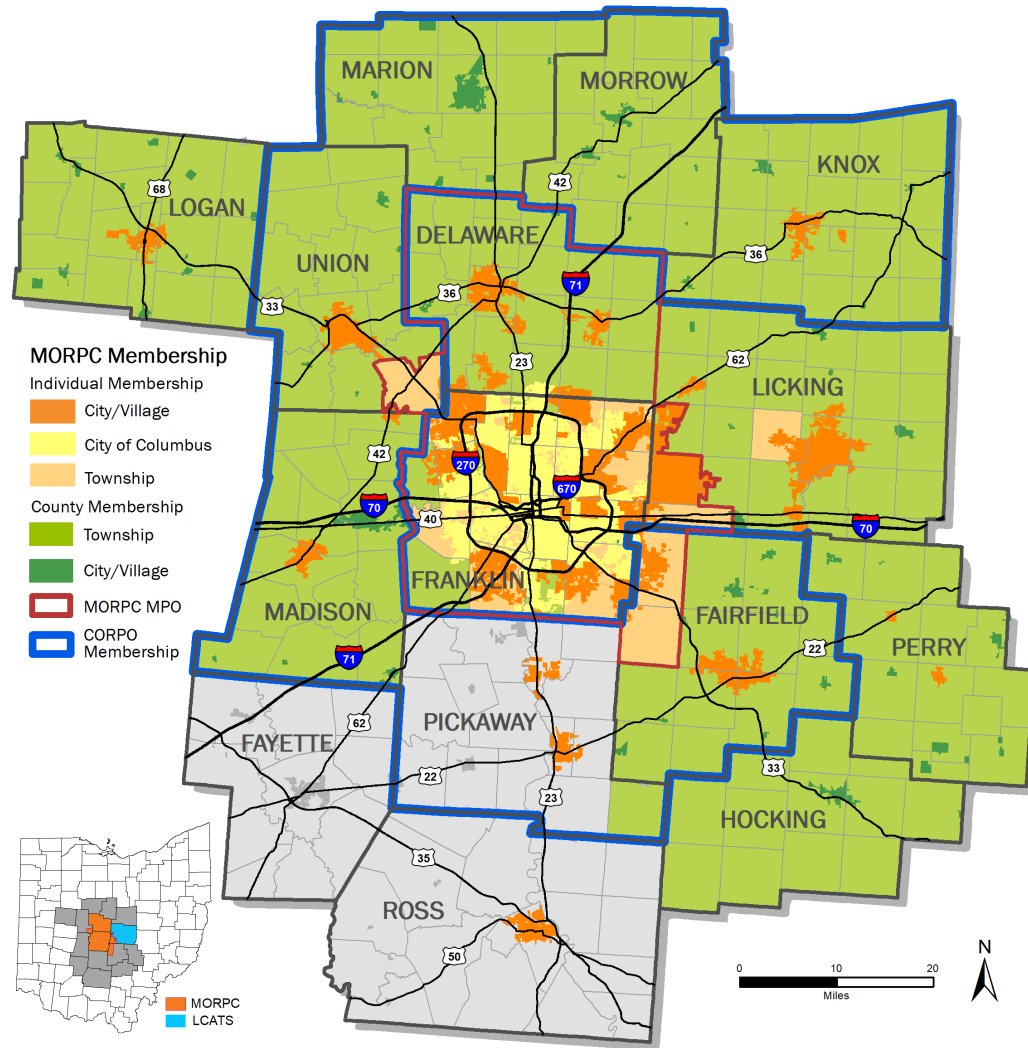
2024 - 2050 DRAFT METROPOLITAN TRANSPORTATION PLAN

Fairfield County Commissioners Meeting
April 16, 2024

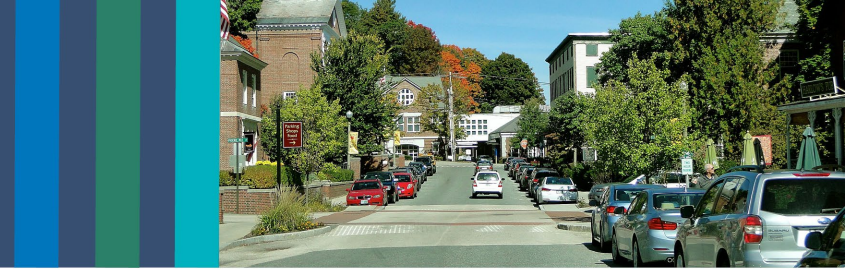


MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

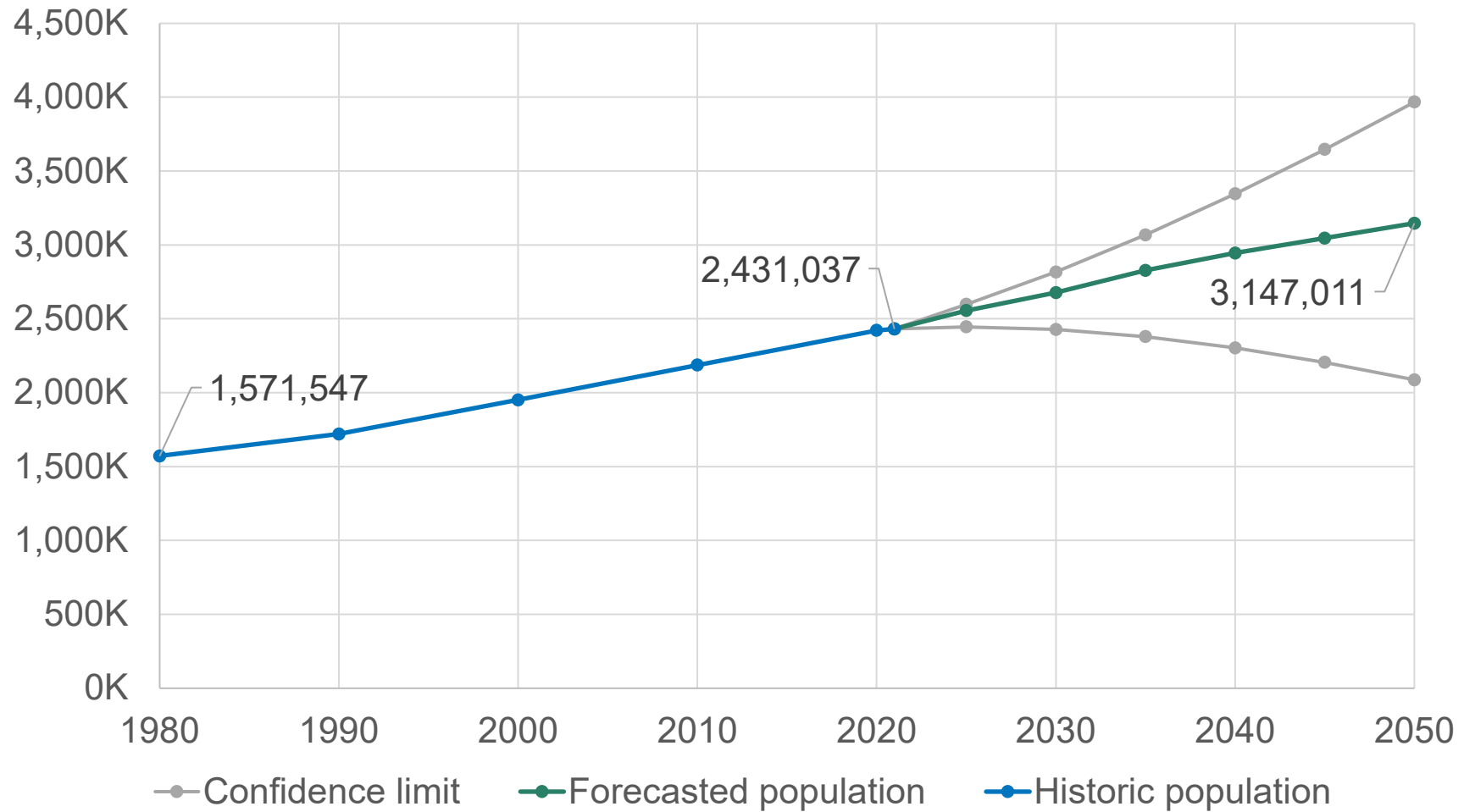
MID-OHIO REGIONAL PLANNING COMMISSION



- Regional Council for Columbus, Ohio Region
 - 2.4 million and growing
- Services for 85 Local Governments
 - Rural * Urban * Suburban
- Focus Areas:
 - Transportation & Infrastructure
 - Development Support (EDD)
 - Planning & Sustainability
 - Data, Research & Mapping
 - Residential Services
 - Policy & Grant Development
 - Engagement
- Key Partner to Businesses & Non-Profits



15-County Region Population





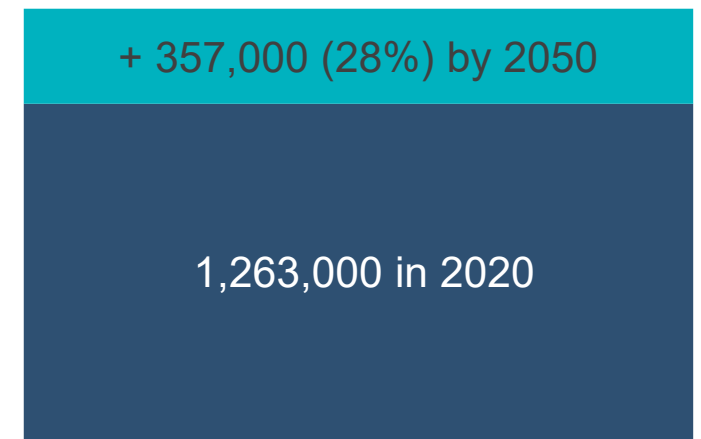
15-County Regional Growth



Population



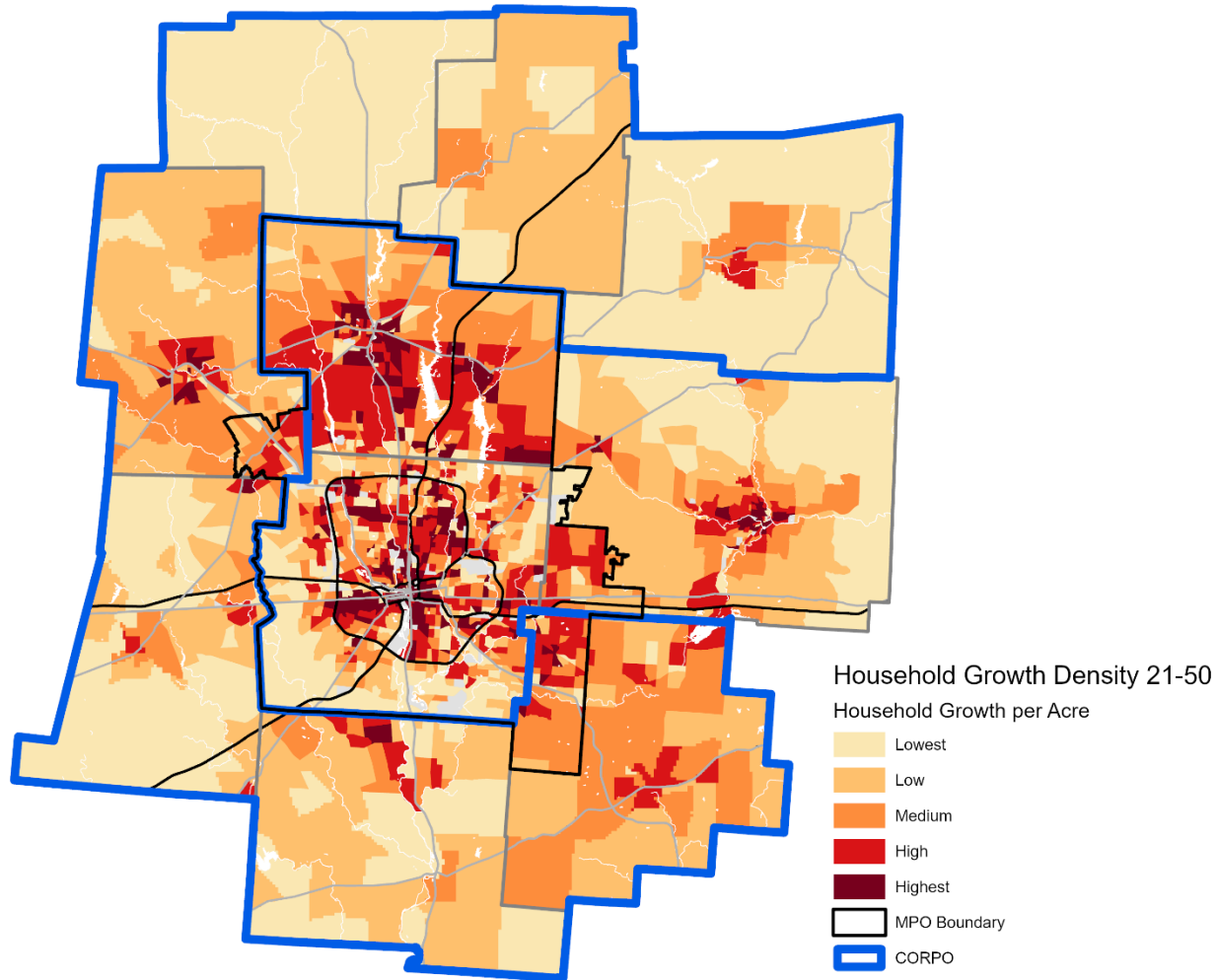
Households



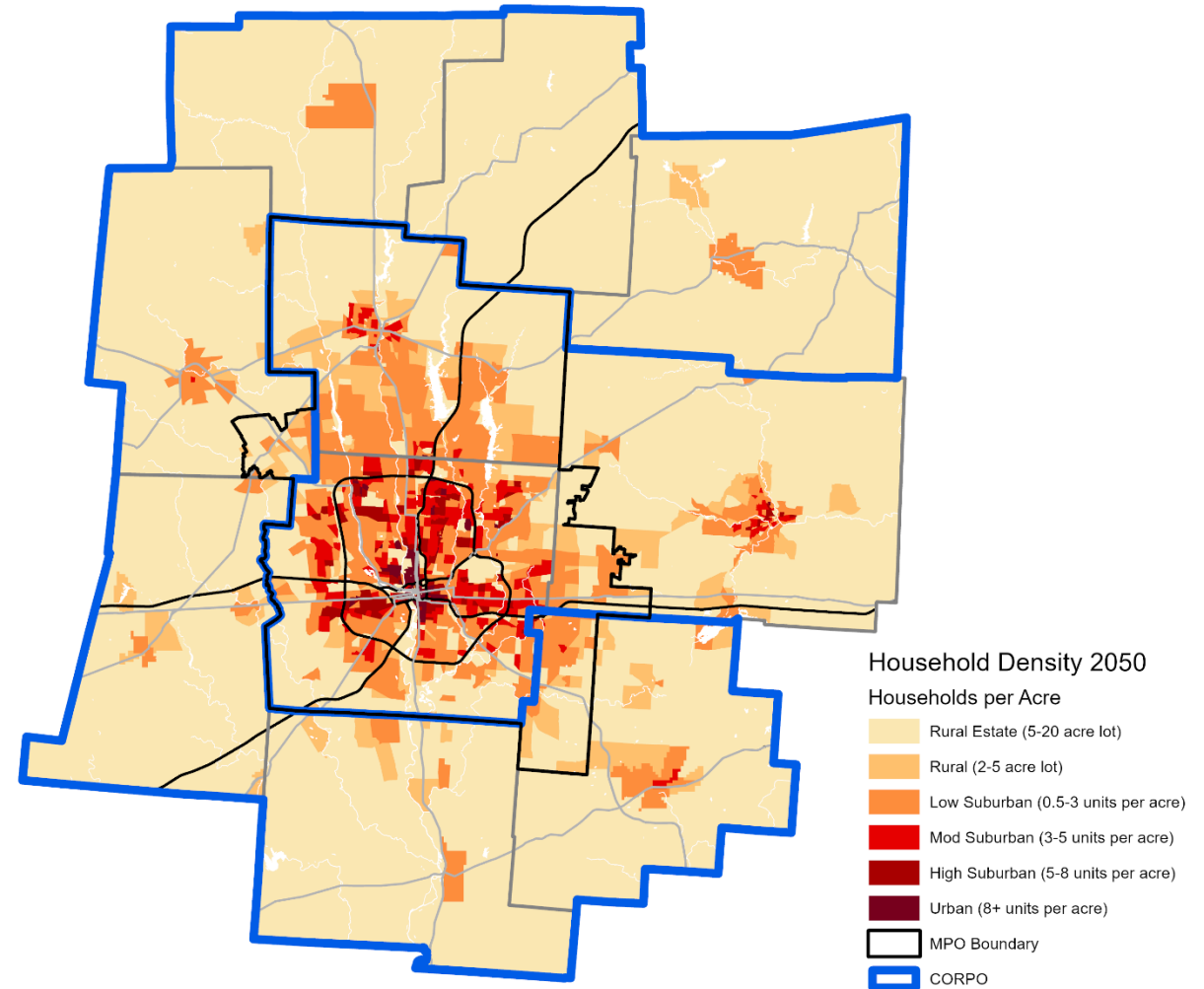
Labor force

2050 Households

Growth Density

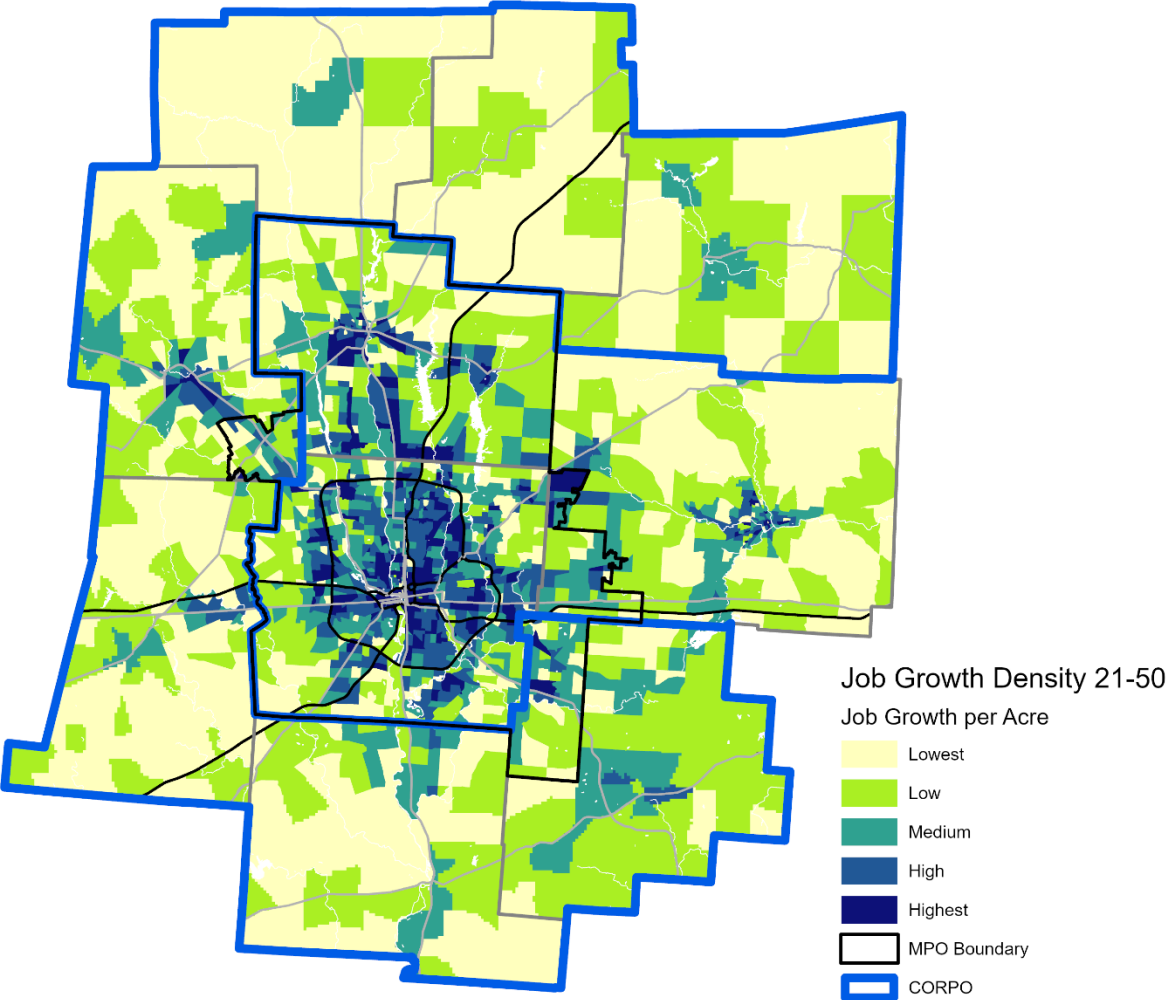


Total 2050 Density

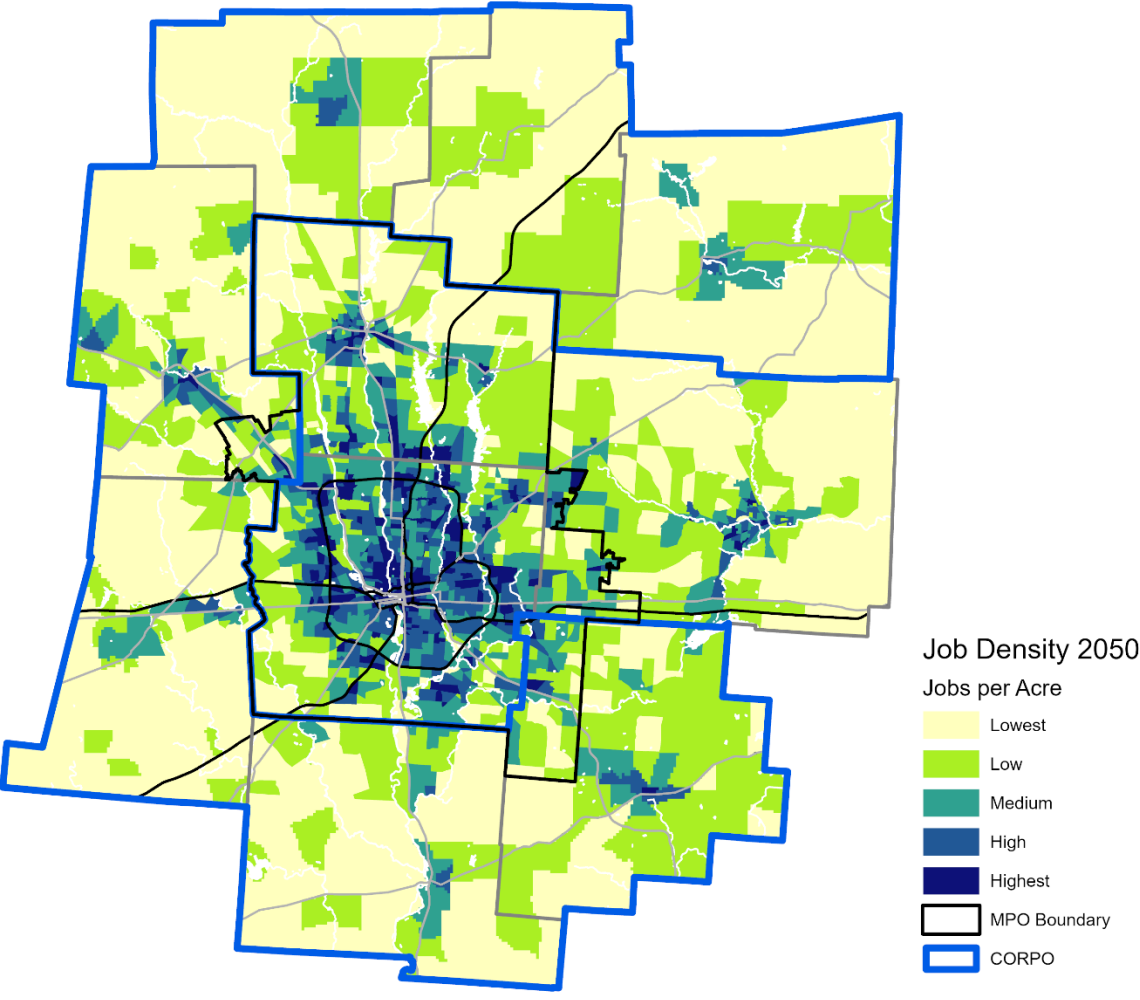


2050 Jobs

Growth Density



Total 2050 Density



WHAT IS THE METROPOLITAN TRANSPORTATION PLAN (MTP)?

- Identifies transportation strategies and projects over 20+ years within expected financial resources
- Formal document submitted to ODOT and USDOT every 4 years

WHY IS THE MTP IMPORTANT?

- Central Ohio is growing
- Transportation projects must be on the MTP to be eligible for federal funding



By guiding investment in transportation and mobility infrastructure and services in Central Ohio, the MTP identifies strategies to advance the following six goals:



Create sustainable neighborhoods to improve all residents' quality of life.



Increase regional collaboration and employ innovative transportation solutions to maximize the return on public expenditures.



Position Central Ohio to attract and retain economic opportunity to prosper as a region and compete globally.



Provide transportation and mobility options to benefit the health, safety, and welfare of all people.

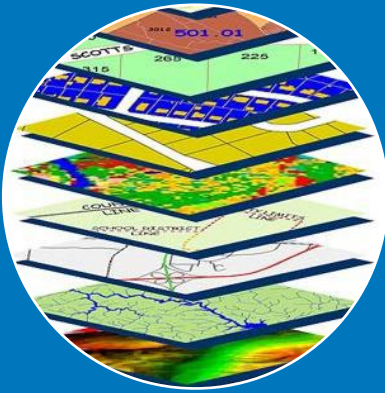


Protect natural resources and mitigate infrastructure vulnerabilities to maintain a healthy ecosystem and community.



Reduce per capita energy consumption and promote alternative fuel resources to increase affordability and resilience of regional energy supplies.

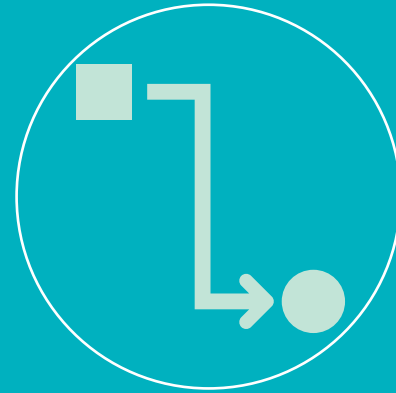
2024-2050 COLUMBUS AREA METROPOLITAN TRANSPORTATION PLAN



Goals, Objectives & Targets

Local & State Plans

Data



Pop/Emp Forecasting

Travel Demand Modeling

Project Evaluation

Fiscal Analysis

Impact Analyses



Regional Strategies

Priority Projects

Documentation



Public Participation



DRAFT STRATEGIES

- **System Management**

- Preservation & Maintenance
- Technology & Intelligent Transportation Systems
- Demand Management
- Safety & Security

- **System Development**

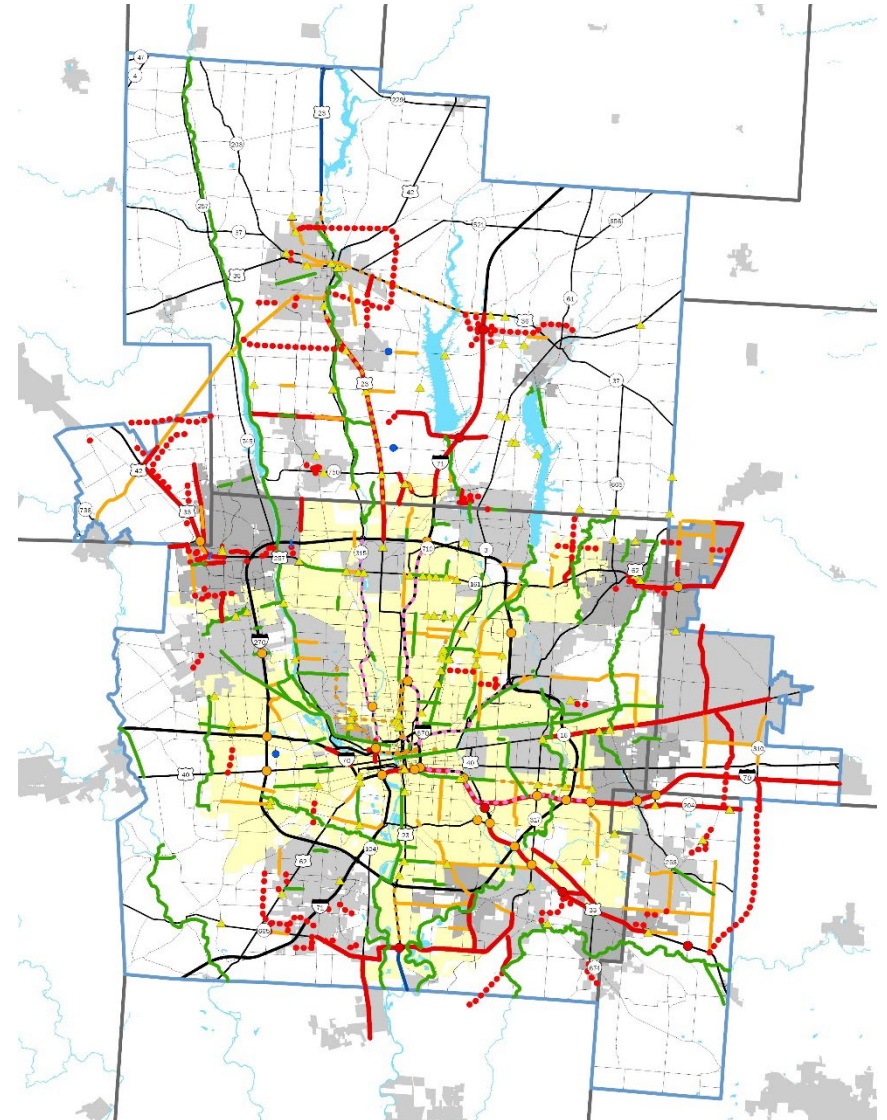
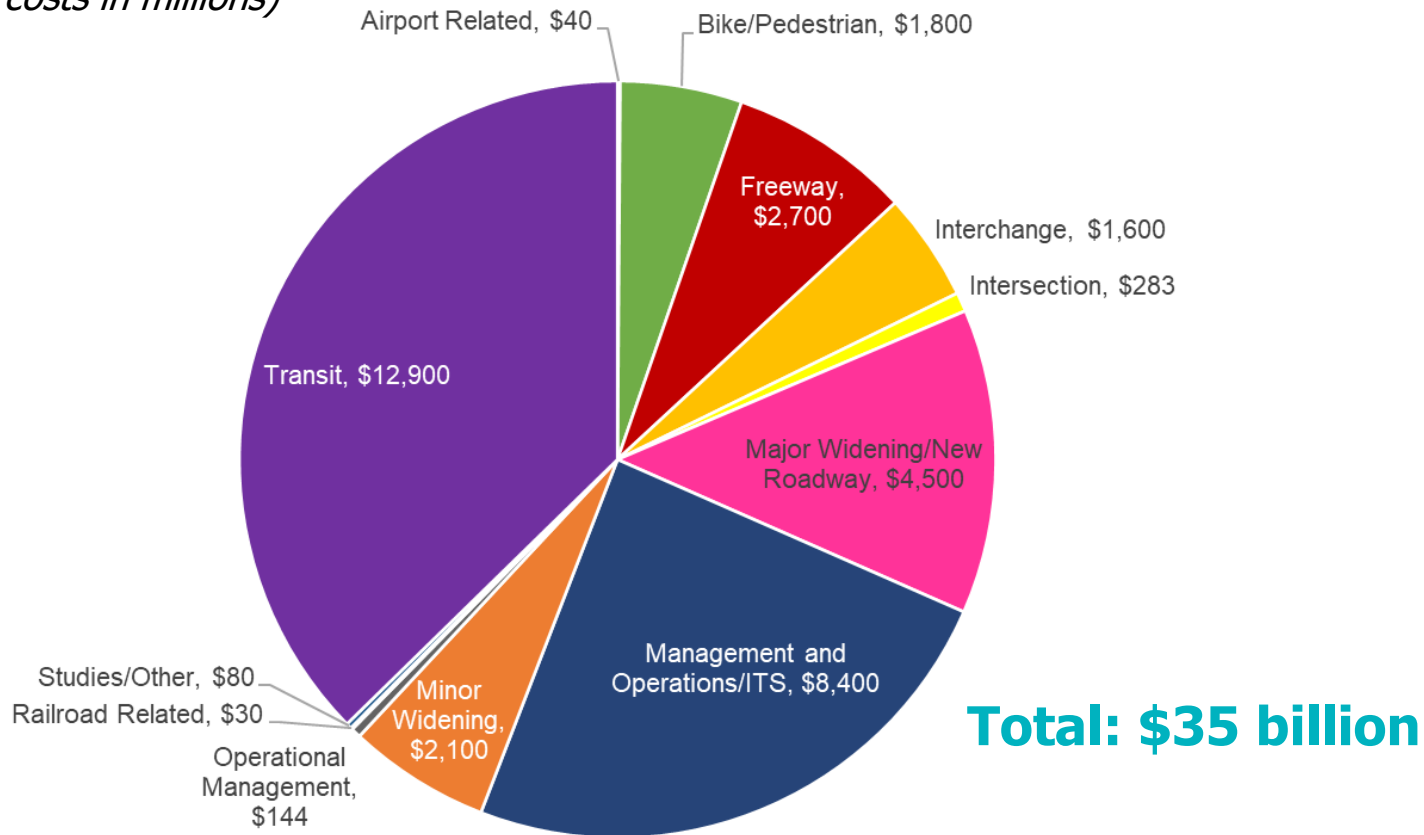
- Infrastructure Projects
 - Bike/Ped
 - Transit
 - Freight
 - Roadways
 - Multimodal Connections & Hubs

Full list of strategies available at: www.morpc.org/mtp2050



DRAFT PROJECTS





(costs in millions)

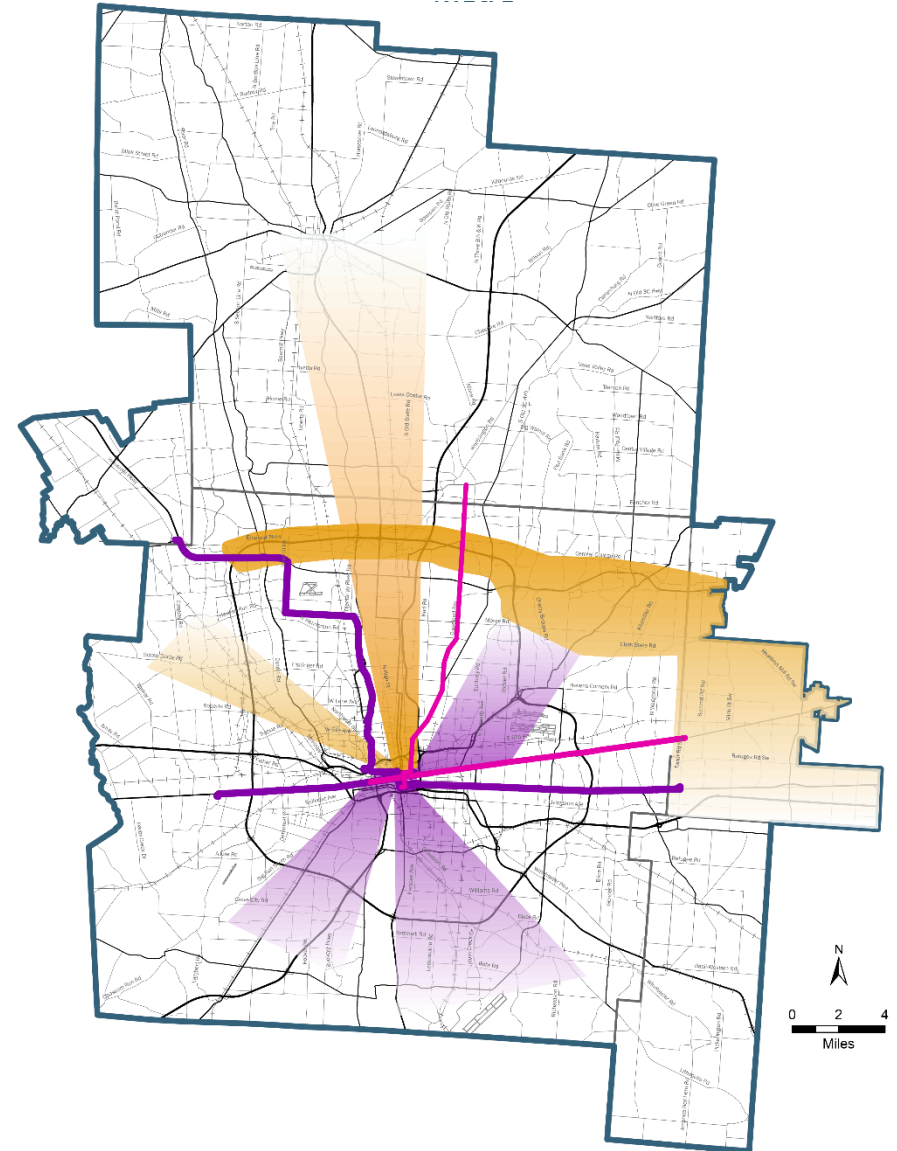


Webmap available at: www.morpc.org/mtp2050

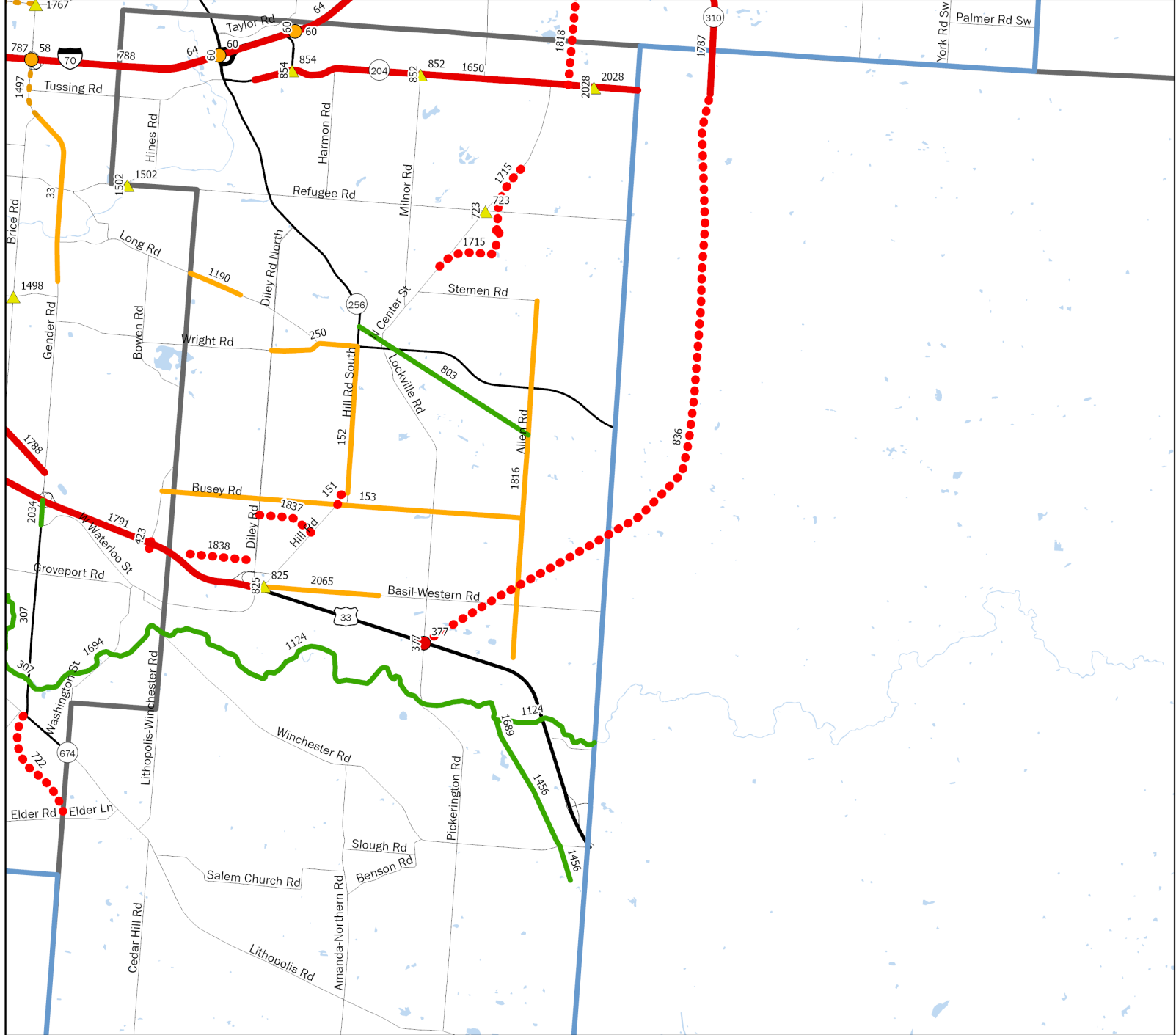


DRAFT TRANSIT PROJECTS

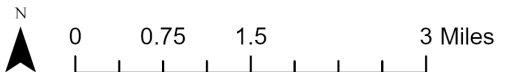
-  Planned BRT Corridors
-  Premium Transit Improvements
-  Future Rapid Transit Corridors
-  Corridors to Study

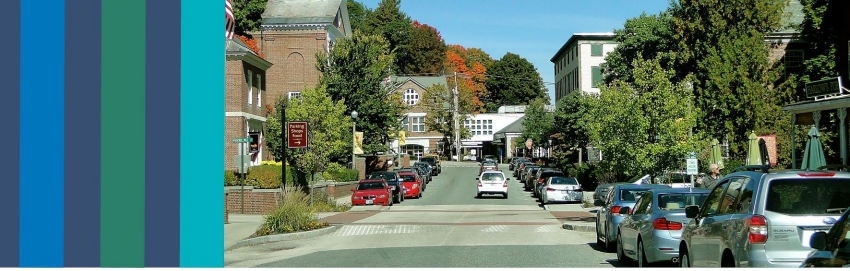


MTP 2024-2050 Projects: Fairfield County (within MPO area)



- New Roadway
- Convert to Freeway
- Major Widening
- Minor Widening/Safety
- Bike/Pedestrian
- - - Operations
- - - Lane Management
- New Bridge
- Interchange Modification
- ▲ Intersection Modification
- New Bridge
- New Interchange
- Fairfield County
- Rivers
- MPO Boundary





2022

- Review, update, adopt Goals, Objectives, Performance Measures
- Develop and adopt 2050 population and employment growth projections

2023

- Compile candidate strategies and projects
- Project Evaluation Criteria
- Interactive webmap
- Strategy and project evaluation
- Fiscal Analysis
- Draft strategies and projects

2024

- Impact Analyses
- Full draft document
- Public comment period
- May: MTP Adoption

Public Participation



WHAT'S NEXT?

- Community Presentations – January - March
 - 54 Presentations Scheduled
- Public comment period open through March
- Feedback incorporated into final document
- MTP Adoption May 2024



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MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

111 Liberty Street, Suite 100
Columbus, OH 43215



REGULAR MEETING #15 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
APRIL 16, 2024

AGENDA FOR TUESDAY, APRIL 16, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 9, 2024
- Commissioners
- 2024-04.16.a A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio [Commissioners]
- 2024-04.16.b A Resolution to Approve a Memorandum of Understanding (MOU) between Fairfield County and the Ohio Department of Agriculture (ODA) to Efficiently Resolve Situations Where an Existing Right-of-Way or Easements may Need to be Expanded for Public Safety Purposes in Permanent Agricultural Easements [Commissioners]
- 2024-04.16.c A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for 911 Wireless Fund #2683 [Commissioners]
- 2024-04.16.d A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for the Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Funds #7012, #7321, #7308, and #7865 [Commissioners]
- Fairfield County Economic & Workforce Development
- 2024-04.16.e A Resolution to Authorize the Approval of a Data Sharing and Confidentiality Agreement between ODJFS and Local Area 20 [Economic & Workforce Development]
- Fairfield County Engineer
- 2024-04.16.f A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle Repairs and Maintenance [Engineer]
- 2024-04.16.g A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal and Aluminum [Engineer]
- 2024-04.16.h A Resolution to Approve the ODOT Road Salt Contract for 2024 [Engineer]

- 2024-04.16.i A Resolution to Approve the Contract Bid Award for the 2024 Purchase of Liquid Asphalt Project [Engineer]
- 2024-04.16.j A Resolution to Approve Lifting Weight Reductions on County and Township Roads [Engineer]
- 2024-04.16.k A Resolution to Request for Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #3445, Refugee Rd CR7-1.94 [Engineer]

Fairfield County Job and Family Services
- 2024-04.16.l A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services [JFS]
- 2024-04.16.m A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018 [JFS]
- 2024-04.16.n A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Christian Childrens Home of Ohio, Inc., CRC [JFS]
- 2024-04.16.o A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Enterlock Corp dba Heaven Sent Homes [JFS]
- 2024-04.16.p 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 Counseling & Treatment Centers [JFS]
- 2024-04.16.q A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Mary Hill Youth and Family Center [JFS]
- 2024-04.16.r A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and New Mercy Outreach, Inc. [JFS]
- 2024-04.16.s A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oesterlen Services For Youth, Inc. [JFS]
- 2024-04.16.t A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services and Ohio Guidestone [JFS]
- 2024-04.16.u A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and the Ohio Teaching Family Association [JFS]
- 2024-04.16.v A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2072, Reimbursing Fund #2018 [JFS]
- 2024-04.16.w A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of Funds, Fund #2072 Public Children Services, Sub-Fund #8182 EPIC Grant [JFS]

Fairfield County Juvenile/Probate Court

- 2024-04.16.x A Resolution to appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2630 Special Projects [Juvenile/Probate Court]
- 2024-04.16.y A Resolution to appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2882 Annie E. Casey [Juvenile/Probate Court]
- 2024-04.16.z A Resolution to Amend the Certificate, Conversion of Prior Year 2023 Encumbrance to Current Year Appropriation, Reduce Current Year Appropriations for Juvenile Court, Annie E. Casey Fund #2882 [Juvenile/Probate Court]

Fairfield County Sheriff

- 2024-04.16.aa A Resolution to Approve the Purchase of Two Additional Motorola Dispatch Consoles for the Sheriff's Office 911 Dispatch Center [Sheriff]

Fairfield County Utilities Department

- 2024-04.16.bb A Resolution to appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5044, Contractual Services [Utilities]
- 2024-04.16.cc A Resolution to appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5046, Contractual Services [Utilities]
- 2024-04.16.dd A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5405, Contractual Services [Utilities]

Payment of Bills

- 2024-04.16.ee 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 23, 2024, 9:00 a.m.

Adjourn

Investment Advisory Committee Meeting, 10:30 a.m.

Executive Session to Discuss Personnel Related Matters, 10:15 a.m.

Regular Meeting #14 - 2024
Fairfield County Commissioners' Office
April 9, 2024

Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Economic and Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; Clerk of Courts, Branden Meyer; Assistant Prosecuting Attorneys, Austin Lines and Amy Brown-Thompson; Budget Clerk, Staci Knisley; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymer, Sean Rittinger, Francis Martin, Barb Martin, Lisa Thomas, Greg Groves, Melissa Conner, Scott Barr, Jo Price, Butch Price, Mary Cullison, George Bennett, Betty Bennett, Patsy Cole, Earl Cole, Selina McCord, Kevin Elder, and Beverly Sturn.

Virtual attendees: Josh Horacek, Jennifer Morgan, Nicolette Wears, Park Russell, Deborah, Greg Forquer, EM, Ashley Arter, Jeff Barron, Lynette Barnhart, Jessica Murphy, James Bahnsen, Shelby Hunt, Anthony Iachini, Britney Lee, Tiffany Daniels, Aubrey, Steven Darnell, Abby King, Stacy Hicks, Andrea Spires, Abby Watson, Brian Wolfe, Jason Grubb, Nicole Schultz, and Lori Hawk.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and spoke about the excitement surrounding, and the beauty of, the 2024 solar eclipse.

Public Comments

Melissa Hoover-Conner of Cattail Rd. in Pleasantville spoke about being involved in Citizens for Fair Fields and stated she is a farmer's daughter. She spoke about industrial solar projects and grandfathered or partially grandfathered projects. She asked that exclusionary zones prohibiting solar be added to Fairfield County.

Selina McCord of Millersport spoke about preserving the country and offered her concerns regarding solar energy. She stated that her family left the city for the rural lifestyle of Fairfield County.

Sean Rittinger of Stoutsville spoke about the founding of the United States of America and asked the Commissioners not to consider exclusionary zones for industrial solar energy. He added that he bought his farm as a first-generation farmer and wants his family to continue farming, but that a solar lease is a way to allow future generations to farm. He added that he believes the American farmer will figure out a way to continue producing cheap crops for Americans.

Sherry Pymer of Walnut Township displayed a map of USDA crop land in Fairfield County. She believes the solar companies want prime farmland because it is easier to convert to suitable ground for the solar panels.

Kevin Elder of Pleasantville stated that after attending EDF meetings, EDF has still not provided answers to his questions. He added that there is no research that shows that farmland can be restored after it has been used for industrial solar.

Lisa Thomas of Pleasantville played an audio recording voicing industrial solar energy concerns.

Regular Meeting #14 - 2024
Fairfield County Commissioners' Office
April 9, 2024

Beverly Stern of Lockville thanked the Commissioners for the meetings held for the Comprehensive Plan. She spoke about family connections in the county and asked that all townships in Fairfield County be included in an exclusionary zone.

Legal Update

There was no legal update.

County Administration Update

- *The County Administration Update was provided by Deputy County Administrator, Jeff Porter, unless otherwise noted.*

Week in Review

CORSA Renewal

It is time for the three-year renewal of the County Risk Sharing Authority (CORSA) agreement. This is a county joint self-insurance pool that assists members in reducing and preventing losses and injuries. The agreement will be for May 2024 through April 2027. A resolution for this agreement is included in the voting portion of today's meeting.

April 30th Board of Commissioners' Meeting

The Fairfield County Board of Commissioners' April 30th meeting will be in the evening, at 7:00 p.m., at the Wagnalls Memorial Library in Lithopolis. The Commissioners are hosting 4 evening meetings this year to enable attendance for those that are unable to attend a 9am meeting. The first 2024 evening meeting was in January. We will have another August 6th at the Wigwam event center in Pickerington, and one November 19th in Pleasant Township.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 15 resolutions on the agenda for the voting meeting.

Resolutions of note:

- There are four resolutions appointing Felicia Hence, Doug Houk, Doug Williams, and Lori Sanders, to the Violet Township New Community Authority (NCA). These resolutions are like the previous resolutions appointing these same individuals to the NCA, only the dates for the Board terms have been adjusted.
- A resolution authorizing the use of additional ARP funds for the Fairfield County Sewer District's Regional Lift Station project.

Mr. Vogel added that the regional lift station is for Violet Township and that the township will now have sewer and water throughout.

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- A resolution authorizing the purchase of a modular from the City of Lancaster for \$1 to use as a training facility for the Sheriff's Office. The county will be responsible for all costs associated with the permits, repairs, removal, and transportation from its current location at 701 Union St.
- A resolution to approve loan documents for the Fairfield County Cares Act Revolving Loan Fund (RLF) for Beer Geeks, LLC/Double Edge Brewing Company.

Mr. Szabrak stated that the paperwork is for an RLF loan for Double Edge Brewery and that the loan will be used for canning.

- A resolution to approve a MOU for the commitment of funds to Ohio University from the Super Rapids funds previously awarded to Fairfield County. As previously announced, the State of Ohio allocated funds to Fairfield County through House Bill 33 of the 135th General Assembly for Ohio University engineering technology and healthcare programs. Through the MOU, Fairfield County agrees to reimburse OU up to \$1,480,000 for purchases for the programs.

Mr. Szabrak spoke about the engineering lab and the respiratory therapy lab. He thanked Representative Jeff Larae for his assistance in getting the funding passed through the House.

- A resolution approving the bid award to U.S. Bridge for \$93,940, for the WAL-05 Geiger Rd. Superstructure Replacement project.
- A resolution approving the bid award to Cooper Concrete Services, LLC, for the CDBG Village of Pleasantville Pool Improvements.

Ms. Mattei stated that the Pleasantville Pool Improvements project is part of an American Revitalization grant, and that the project is being timed to coincide with the school's summer break since the pool and school share property.

Budget Review

- Ms. Knisley stated that the invites were sent out for the budget review meetings.

Calendar Review/Invitations Received

- *Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen, provided the calendar review and invitations and correspondence received.*
 - Child Protective Services Child Abuse Prevention Month Breakfast, April 10, 2024, 8:00 a.m., Life Church Vineyard, 5550 Lancaster Newark Rd. NE, Pleasantville
 - Fairfield County 4-H Achievement Award Program, April 11, 2024, 7:00 p.m., Fairfield County Fairgrounds, Ed Sands Building, 157 E. Fair Ave., Lancaster

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Correspondence

- Fairfield County ADAMH State Fiscal Year Annual Report, “Growing a Healthier Community”, July 1, 2022 – June 30, 2023
- Memo, Dr. Carri Brown, County Auditor, April 4, 2024, Subjects: Update for Destination Downtown Lancaster; “Interning the Workforce”; and Homestead Program Update
- Fairfield County Auditor’s Office: Wins of the Week, April 4, 2024
- Correspondence Regarding Industrial Solar Projects
- Press Release, Fairfield 33 Alliance, April 4, 2024, “Fairfield County Workforce Center to Host Summer Explore Career Camps”
- Fairfield County Health Department Quarterly Newsletter, “Health Matters”, March 2024

Old Business

Commissioner Fix stated that staff had been instructed the prior week to create an industrial solar exclusionary zone map and that the Commissioners hope to present the map soon.

Commissioner Davis spoke about the indigent defense task force report which makes suggestions to Ohio legislature regarding indigent defense. The Commissioner attended the Lancaster City Council meeting the prior evening and feels the transfer of governance for Lancaster-Fairfield Public Transit is back on track. Also, during the City Council meeting, there was discussion on the changing of the zoning for a building on Cedar Hill.

New Business

Commissioner Levacy attended the 4H achievement event and was encouraged by the accomplishments of the students.

Ms. Mattei spoke about the model zoning code project and thanked Mayor Jason Henderson of Pleasantville for assisting with villages and townships regarding the project.

Auditor Brown attended the FFA presentations for the state and national contest and commended Amanda-Clearcreek students for their accomplishments. She attended the annual Heritage District meeting where the Auditor’s Maps of the Month were displayed. She provided thanks to staff and spoke about the Board of Revisions 43 cases that have been addressed, scheduled, or are pending. Auditor Brown also spoke about the September 26th conference for veterans.

Mr. Szabrak spoke about the press release for the Workforce Center’s summer camps. He thanked Lancaster City Schools, Pickerington Schools, and Community Action for providing instructors for the courses and added that it is anticipated that 250 sixth, seventh, and eighth grade students will participate in the summer camps.

Mr. Kochis stated that everything went well during the solar eclipse and that the staff did a great job preparing for and managing the event.

Director Clark stated that April is Child Abuse Prevention Month and spoke about the upcoming breakfast to bring awareness and prevention. He urged everyone to wear blue in observance of child abuse prevention.

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Regular (Voting) Meeting

The Commissioners continued to their voting portion of the meeting and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: Deputy County Administrator Jeff Porter; Clerk, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder Lisa McKenzie; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; Economic and Workforce Development Director, Rick Szabrak; Interim RPC Director, Holly Mattei; Clerk of Courts, Branden Meyer; Assistant Prosecuting Attorneys, Austin Lines and Amy Brown-Thompson; Budget Clerk, Staci Knisley; and FCFC Manager, Tiffany Wilson. Also present: Sherry Pymer, Sean Rittinger, Francis Martin, Barb Martin, Lisa Thomas, Greg Groves, Melissa Conner, Scott Barr, Jo Price, Butch Price, Mary Cullison, George Bennett, Betty Bennett, Patsy Cole, Earl Cole, Selina McCord, Kevin Elder, and Beverly Sturn.

Virtual attendees: Josh Horacek, Jennifer Morgan, Nicolette Wears, Park Russell, Deborah, Greg Forquer, EM, Ashley Arter, Jeff Barron, Lynette Barnhart, Jessica Murphy, James Bahnsen, Shelby Hunt, Anthony Iachini, Britney Lee, Tiffany Daniels, Aubrey, Steven Darnell, Abby King, Stacy Hicks, Andrea Spires, Abby Watson, Brian Wolfe, Jason Grubb, Nicole Schultz, and Lori Hawk.

Pledge of Allegiance

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

Announcements

There were no announcements.

Approval of Minutes for April 2, 2024

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 2, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Commissioners

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

- | | |
|--------------|---|
| 2024-04.09.a | A Resolution to Approve the Appointment of Felicia Hence to the Violet Township New Community Authority |
| 2024-04.09.b | A Resolution to Approve the Appointment of Doug Houk to the Violet Township New Community Authority |
| 2024-04.09.b | A Resolution to Approve the Appointment of Doug Williams to the Violet Township New Community Authority |
| 2024-04.09.d | A Resolution to Approve the Appointment of Lori Sanders to the Violet Township New Community Authority |

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- 2024-04.09.e A Resolution to Approve an Authorized Additional Use of American Rescue Plan Fiscal Recovery Funding and Appropriate from Unappropriated Funds and Account to Account Transfer within major Expense Object Categories for the County ARP Fiscal Recovery Fund, #2876, the Regional Lift Station Project with Fairfield County Sewer District
- 2024-04.09.f A Resolution to Approve a Participation Agreement between the County Risk Sharing Authority (CORSA) and the Fairfield County Commissioners
- 2024-04.09.g A Resolution Authorizing the Purchase of a Modular Building by and between the Fairfield County Commissioners and the City of Lancaster Board of Park Commissioners, for a Total Cost of \$1.00

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

Approval of Resolutions from Fairfield County Economic & Workforce Development

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

- 2024-04.09.h A Resolution to Approve Loan Documents to Fund Beer Geeks, LLC as a Fairfield County CARES ACT EDA Revolving Loan Fund Project
- 2024-04.09.i A Resolution to Approve a Memorandum of Understanding (MOU) for the Commitment of Funds to Ohio University from the Super Rapids Funds Previously Awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

Commissioner Levacy asked when the project would be completed at the Workforce Center.

Director Szabrak stated it is scheduled to be completed by September.

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

Approval of a Resolution from the Fairfield County Emergency Management Agency

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

- 2024-04.09.j A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, EMA Funds #2090

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

Approval of a Resolution from the Fairfield County Engineer

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

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2024-04.09.k A Resolution to Approve the Contract Bid Award for the WAL-05 Geiger Road Superstructure Replacement Project

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2024-04.09.l A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2599, Reimbursing Fund #2018 [JFS]

2024-04.09.m A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Sub Fund #8056, Reimbursing Fund #2018

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

2024-04.09.n A Resolution to Approve an Award of Bid to Cooper Concrete Services LLC for the CDBG, PY2022, Village of Pleasantville Pool Improvements – Concrete Deck

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

Approval of the Payment of Bills

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

2024-04.09.o A Resolution Authorizing the Approval of Payment of Invoices for Departments that Need Board of Commissioners' Approval

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

Adjournment

With no further business, on the motion of Jeff Fix 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: Jeff Fix, Steve Davis, and Dave Levacy

A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

WHEREAS, Substitute Senate Bill Number 52 (hereinafter "SB 52") as enacted by the 134th Ohio General Assembly amended 4906.01, 4906.02, and 4906.10 and enacted sections 303.57, 303.58, 303.59, 303.60, 303.61, 303.62, 4906.021, 4906.022, 4906.023, 4906.024, 4906.025, 4906.101, 4906.102, 4906.103, 4906.21, 4906.211, 4906.212, 4906.22, 4906.221, 4906.222, 4906.30, and 4906.31 of the Revised Code to permit a board of county commissioners to prevent power siting board certification of certain wind and solar facilities, to provide for ad hoc members of the power siting board, and to establish decommissioning requirements for certain wind and solar facilities; and

WHEREAS, the Board of County Commissioners may adopt a resolution designating all or part of the unincorporated area of the Fairfield County as a restricted area, prohibiting the construction of large solar facilities and/or wind farms pursuant to R.C. 303.58(A) (hereinafter "the Exclusion Zone"); and

WHEREAS, R.C. 4906.01 (G) defines a large solar facility; and

WHEREAS, R.C. 4906.01 (H) defines a large wind farm and R.C. 4906.13 defines an economically significant wind farm; and

WHEREAS, R.C. 303.57 defines wind and solar generation restriction definitions; and

WHEREAS, the following townships have passed resolutions requesting that the Board of County Commissioners adopt a resolution creating "Exclusion Zones" in the unincorporated areas of their respective townships:

- a) Walnut Township via Walnut Township Resolution 33-2023;
- b) Greenfield Township via Greenfield Township Resolution 2023.11.29.03;
- c) Richland Township via Richland Township Resolution 2023-12;
- d) Amanda Township via Amanda Township Resolution 2024-02;
- e) Pleasant Township via Pleasant Township Resolution 24-020; and

A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

WHEREAS, pursuant to Section 4 of SB 52, certain large solar facilities that are considered “partially grandfathered” or “grandfathered” such that any resolution adopted by the Board of County Commissioners pursuant to R.C. 303.57, et seq. shall not apply to any application for a certificate, or material amendment to an existing certificate, from the power siting board for a large solar facility that is in the PJM interconnection and regional transmission organization, L.L.C., new services queue at the time the application is found to be in compliance with division (A) of section 4906.06 of the Revised Code by the chairperson of the power siting board or the chairperson's designee and is accepted by the board if, as of the effective date of this section:

- (1) The applicant has received a completed system impact study from PJM for the large solar facility; and
- (2) The applicant has paid the fee for the facilities study to PJM; and

WHEREAS, the Board of County Commissioners is aware of only one large solar facility in Fairfield County that would fall under Section 4 of SB 52, and that is the Eastern Cottontail Solar Project located in Walnut Township; and

WHEREAS, in order for the Board of County Commissioners to consider passing a resolution under R.C. 303.58, the Board is required to hold a public meeting and to provide notice of that meeting prior to passing a resolution to designate such a restricted area.

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

Section 1. That the Board of County Commissioners hereby schedule a special meeting for **May 21, 2024, at 10:30 am at The Liberty Center, 951 Liberty Drive, Lancaster, Ohio**, to consider whether to approve a resolution that would designate restricted areas in Fairfield County, thus prohibiting the construction of large solar facilities, not otherwise exempt under Section 4 under SB 52.

A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

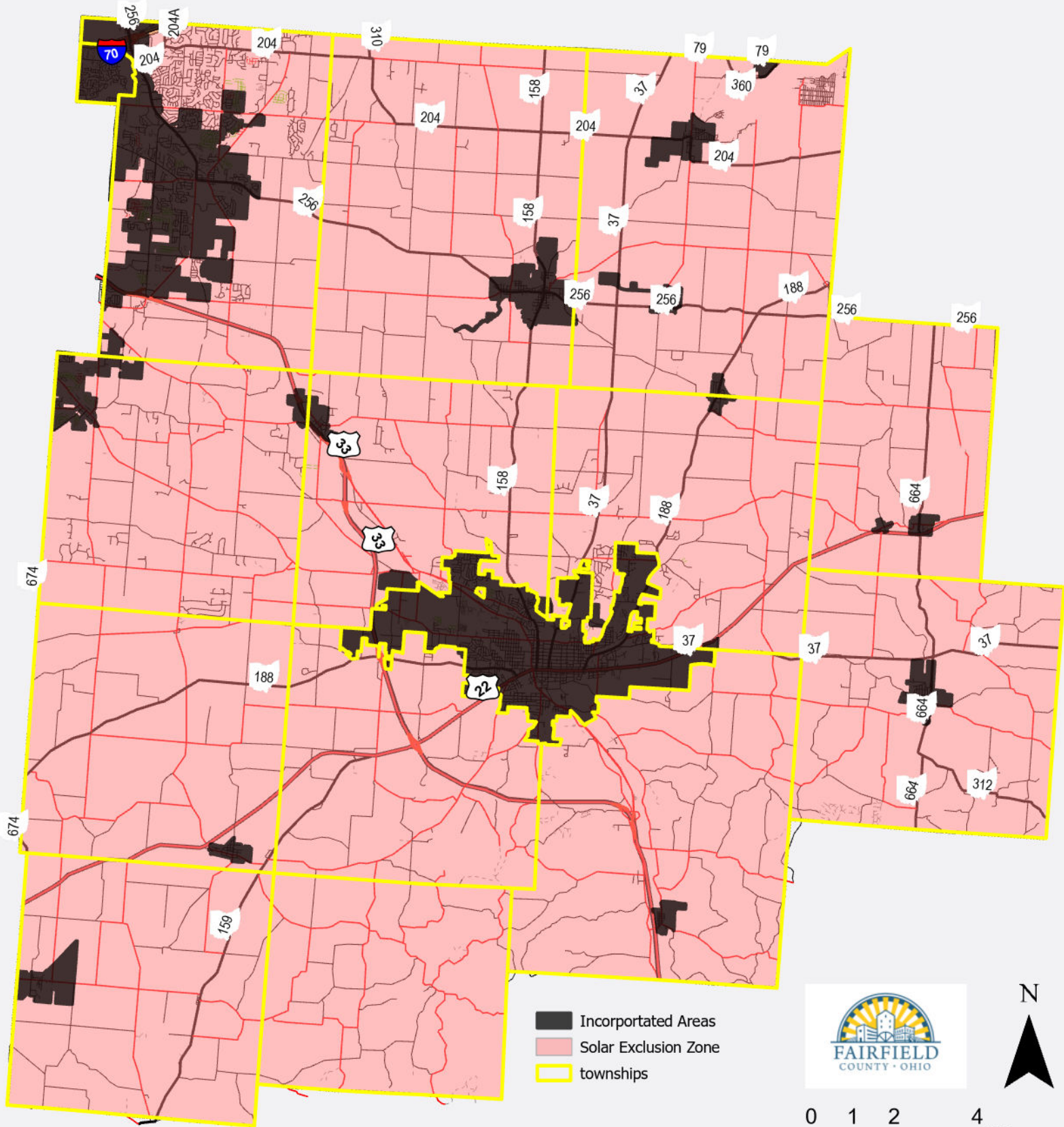
Section 2. That the Clerk of this Board is hereby directed to provide notice of such special meetings in the manner that this Board typically provides such notices, and as required by R.C. 303.58 (C) do the following at least 30 days prior to that meeting:

- Provide public notice of the date and time of the meeting by one publication in a newspaper of general circulation within the county;
- Publicly post a map showing the boundaries of the proposed restricted area at all public libraries within the county (said map is attached as part of this resolution);
- Provide written notice of the meeting, by first class mail, to all school districts, municipal corporations, and board of township trustees located in whole, or in part, within the boundaries of the restricted area.

Prepared by: Rochelle Menningen

Fairfield County, Ohio

Solar Exclusion Zone



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

(Fairfield County Commissioners)

Approved as to form on 4/15/2024 3:47:46 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.16.a

A Resolution to Approve Establishing a Public Hearing to Consider the Designation of Restricted Areas Which Prohibit the Construction of Large Solar Facilities in Fairfield County, Ohio

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve a Memorandum of Understanding (MOU) between Fairfield County and the Ohio Department of Agriculture (ODA) to Efficiently Resolve Situations Where an Existing Right-of-Way or Easements may Need to be Expanded for Public Safety Purposes in Permanent Agricultural Easements

WHEREAS, ODA is authorized to acquire real property used predominately in agriculture and agricultural easements pursuant to Ohio Revised Code ("ORC") § 901.21;

WHEREAS, land encumbered by an agricultural easement pursuant to ORC § 5301.67 is often also encumbered by right-of-way easements held by various governmental entities;

WHEREAS, ODA acknowledges that public safety concerns may periodically require that these right-of-way easements held by various governmental entities be expanded; and

WHEREAS, ODA acknowledges that various governmental entities may be entitled to pursue a cause of action for eminent domain to expand these right-of-way easements;

WHEREAS, Fairfield County provided ODA with safety documentation for easements needed.

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

Section 1. ODA and Fairfield County agree to enter this MOU to efficiently resolve situations where an existing right-of-way easement may need to be expanded for public safety purposes.

MEMORANDUM OF UNDERSTANDING

BETWEEN

FAIRFIELD COUNTY

AND

THE OHIO DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding ("MOU") is entered into by the State of Ohio, acting by and through the Ohio Department of Agriculture (hereinafter "ODA"), 8995 East Main Street, Reynoldsburg, Ohio 43068-3399 and the County of Fairfield, Ohio (hereinafter "Fairfield County"), 210 E Main St, Lancaster, Ohio 43130 (collectively referred to as the "Parties"). Both Parties agree as follows:

RECITALS

WHEREAS, ODA is authorized to acquire real property used predominately in agriculture and agricultural easements pursuant to Ohio Revised Code ("ORC") § 901.21;

WHEREAS, land encumbered by an agricultural easement pursuant to ORC § 5301.67 is often also encumbered by right-of-way easements held by various governmental entities;

WHEREAS, ODA acknowledges that public safety concerns may periodically require that these right-of-way easements held by various governmental entities be expanded; and

WHEREAS, ODA acknowledges that various governmental entities may be entitled to pursue a cause of action for eminent domain to expand these right-of-way easements;

NOW THEREFORE, ODA and Fairfield County agree to enter into this MOU to efficiently resolve situations where an existing right-of-way easement may need to be expanded for public safety purposes.

Article I - Authority

Pursuant to O.R.C. § 901.051, ODA has the authority to enter into cooperative agreements with any subdivision of the state. Specifically, ODA and Fairfield County enter into this MOU to establish a working relationship that allows all parties to meet their responsibilities under O.R.C. Chapter 901, et seq. and associated rules, as well as meet the requirements for future improvements. The Parties mutually acknowledge and agree that (1) certain properties subject to farmland preservation or conservation easements are or may be encumbered by easements or rights-of-way held by governmental or public utility entities; (2) the public health, safety, and welfare may

periodically require the expansion of these easements or rights-of-way; and (3) such entities may be entitled to pursue a cause of action for eminent domain to secure or expand these rights. Fairfield County acknowledges that this MOU does not provide any required consent in any project which may be needed from the landowner, a local sponsor as defined in Ohio Administrative Code ("OAC") § 901-2-01(W), or from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS").

Article II - ODA Responsibilities

Notwithstanding any other provision of the deed of agricultural easement in question, ODA will permit Fairfield County to expand easements or rights-of-way along or across the subject properties for the purposes of roads, bridges, electric, water, sanitary sewer, storm sewer or gas lines, or similar public infrastructure involving transportation for public use or utilities (hereinafter "Project"). Any such Project must benefit the landowner's property, as defined in any Deed of Agricultural Easement as held by the ODA. ODA shall hereby consent to such Project so long as at least one or more of the following conditions are met:

1. Project does not require any change to the existing right-of-way easement;
2. In any Project for bridge, culvert or storm sewer replacement, repair or reconstruction, the easement expansion to accommodate culvert or storm sewer ends, bridge piers, wing walls, or approach work is less than one (1) acre of the subject property;
3. In any Project for road widening, the easement expansion does not expand the total width of the right-of-way easement, as it existed at the time that the Deed of Agricultural Easement was executed, beyond sixty (60) feet from the relevant center line; It is preferred the expanded right-of-way maybe used for utility services across the property.
4. In any Project for intersection improvements, the easement expansion is less than one (1) acre of the subject property.
5. In any Project for public utility installations, the easement expansion does not expand the total width of the right-of-way easement, as it existed at the time that the Deed of Agricultural Easement was executed, beyond ninety (90) feet from the relevant center line; It is preferred to use the right-of-way for utility services across the property even if a temporary easement is needed for construction or
6. Any Project that requires a temporary expansion of an existing right-of-way or easement or use of a new right-of-way or easement so long as any undeveloped land being so used is returned to land of equal or greater agricultural productive capability following completion of the project.

ODA further agrees to execute any instrument necessary to expand any existing right of way or easement pursuant to this MOU. All other projects involving the use of land that exceeds the criteria of this MOU will be referred to ODA for consent as required pursuant to the terms any Deed of Easement. The foregoing notwithstanding, the ODA shall not be required to consent to any Project affecting any landowner's property encumbered by a Deed of Agricultural Easement when such consent is prohibited by the terms of the Deed of Agricultural Easement, or where the United States of America, acting by and through the United States Department of Agriculture, Natural Resources Conservation Service is a party to the Deed of Agricultural Easement.

Article III - Fairfield County Responsibilities

Fairfield County agrees to:

1. Negotiate in good faith with the current landowner of any property encumbered by an agricultural easement and whose consent is required to expand the relevant existing right-of-way easement; and
2. Provide ODA notice, plans, and explanation of the public safety issue(s) that the proposed right- of-way easement expansion would address in writing at least sixty (60) days prior to construction.

Article IV - Responsibilities of the Parties

Each Party assumes responsibility and liability for the acts and omissions of their respective employees and contractors. Each Party assumes sole and separate responsibility for any costs, losses, judgments, equipment, attorney fees or other liability arising from the acts and omissions of their respective employees and contractors under this MOU.

Article V - Compliance with Law

The Parties agree to comply with all applicable federal, state and local laws in the conduct of the work hereunder, including but not limited to O.R.C. § 125.111. In the event that any provision of this MOU conflicts with any law, rule or regulation, said law, rule or regulation shall prevail.

Article VI - Public Records: Recording

Fairfield County acknowledges that this MOU and other records in the possession or control of Fairfield County regarding this MOU are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. The Parties agree that this MOU may be recorded in the appropriate records of the Fairfield County Recorder and that Fairfield County shall bear the expense of recording, if any.

Article VII - Designated Contacts

Any notices, bills, invoices, or reports required by this MOU shall be in writing and sent by the Parties via United States mail, postage paid to the address below:

Ohio Department of Agriculture
Division of Soil & Water Conservation
Attention: Office of Farmland Preservation
8995 E. Main Street
Reynoldsburg, Ohio 43068

Fairfield County Board of Commissioners
210 E Main St
Lancaster, Ohio 43130

Article VIII - Excuse of Performance

The performance of this MOU may be suspended by either Party for cause or causes beyond the reasonable control of such Party. Such causes shall include, but are not limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

Article IX - Entire Agreement

This written MOU constitutes the entire agreement between Parties, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this MOU.

Article X - Construction, Applicable Law and Headings

1. This MOU and any claims arising in any way out of this MOU shall be governed by the laws of the State of Ohio. Any provision of this MOU prohibited by the law of Ohio shall be deemed void *ab initio*.
2. Any provision of this MOU found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the MOU.
3. The headings used in this MOU are for convenience only and shall not be used in interpreting this MOU.

Article XI - Assignment:

Neither this MOU nor any rights, duties, or obligations described herein shall be assigned by either Party to this MOU without the prior express written consent of the other Party.

Article XII - Counterparts

Electronic Signatures Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Article XIII - Termination


1. Either Party may terminate this MOU, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to the other Party.
2. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault of negligence of either Party, either Party shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against the other Party by reasons of that Party's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
 - a. Either Party fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the MOU, signed by both Parties;
 - b. Either Party breaches any warranty or fails to perform or comply with any terms of this MOU.

[THIS PORTION INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, ODA, through its legally appointed Director and Fairfield County, through its authorized representative, have caused this Memorandum of Understanding to be executed on the dates set forth below.

For Fairfield County

By:


Dave Levacy, President
Fairfield County Board of Commissioners

Date: April 16, 2024

State of Ohio
Ohio Department of Agriculture

By:


Brian Baldrige, Director

Date: 4/15/24

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Memorandum of Understanding (MOU) between Fairfield County and the Ohio Department of Agriculture (ODA) to Efficiently Resolve Situations Where an Existing Right-of-Way or Easements may Need to be Expanded for Public Safety Purposes in Permanent Agricultural Easements

(Fairfield County Commissioners)

Approved as to form on 4/11/2024 4:44:00 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.16.b

A Resolution to Approve a Memorandum of Understanding (MOU) between Fairfield County and the Ohio Department of Agriculture (ODA) to Efficiently Resolve Situations Where an Existing Right-of-Way or Easements may Need to be Expanded for Public Safety Purposes in Permanent Agricultural Easements

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to appropriate from unappropriated in major expenditure object categories for 911 Wireless Fund# 2683

WHEREAS, the 911 Wireless budget for 2024 needs increased; and

WHEREAS, there is an unappropriated balance available; and

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

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

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following categories:

Capital Outlay	12268300	\$ 41,570
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**A resolution to appropriate from unappropriated in major
expenditure object categories for 911 Wireless Fund# 2683**

For Auditor's Office Use Only:

\$ 41,570 12268300 574420 computer upgrades

Signature Page

Resolution No. 2024-04.16.c

A Resolution to Appropriate from Unappropriated in Major Expenditure Object Categories for 911 Wireless Fund #2683

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.

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

WHEREAS, the Treasurer’s Office has balanced interest on all funds for the month of March 2024.

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

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

72730800 436100	Parks Interest Income	\$1,323.52
71701247 436100	WIC Interest Income	\$167.06
71732153 436100	Bioterrorism Interest Income	\$933.67
81786520 436100	Port Authority Interest Income	\$1.29
	Total - Agency Funds	\$2,425.54

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

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the WIC grant, Bioterrorism grant fund, Fairfield County Parks fund, & Port Authority Fund for interest.

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 2,425.54

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

April 10, 2024

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

Dear Staci,

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

MAR 24

2591 CDBG Rehab Mortgage Refunds	\$259.68
2675 CDBG Project Income	\$12.88
7113 Prepayment Fund	\$0.31
2716 RLF/CDBG Fund	\$311.90
2717 RLF/D Fund	\$1,696.66
7308 Fairfield County Historical Parks	\$1,323.52
7012 WIC Grant	\$167.06
7321 Bioterrorism Grant	\$933.67
5376 Self Fund Health Care	\$24,638.02
7865 Fairfield Port Authority (Econ Dev)	\$1.29
Total	\$29,344.99

Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

MAR 24

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$59,129.29
End of Month Balance:	59,230.50
Average of Beginning and Ending Balance(A):	\$59,179.90
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.000171635
Amount to be Allocated to Fund:	\$259.68

MAR 24

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,932.39
End of Month Balance:	\$2,937.41
Average of Beginning and Ending Balance(A):	\$2,934.90
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	8.51188E-06
Amount to be Allocated to Fund:	\$12.88

MAR 24

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$0.00
End of Month Balance:	\$146.22
Average of Beginning and Ending Balance(A):	\$73.11
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	358,537,811.91
Average of Beginning and Ending Balance, All County Funds(B):	\$358,537,811.91
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	2.03912E-07
Amount to be Allocated to Fund:	\$0.31

MAR 24

RLF/CDBG FUND

Fund Number: 2716
Beginning Balance: \$71,023.53
End of Month Balance: \$71,139.96
Average of Beginning and Ending Balance(A): \$71,081.75

All County Funds Beginning Balance: 358,537,811.81
All County Funds Ending Balance: 331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B): \$344,800,520.26

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 0.000206153

Amount to be Allocated to Fund: \$311.90

MAR 24

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$383,219.17
End of Month Balance:	\$390,110.04
Average of Beginning and Ending Balance(A):	\$386,664.61
All County Funds Beginning Balance:	358,537,811.81
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.26
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.001121415
Amount to be Allocated to Fund:	\$1,696.66

MAR 24

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$302,197.10
End of Month Balance:	\$301,055.64
Average of Beginning and Ending Balance(A):	\$301,626.37
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.000874785
Amount to be Allocated to Fund:	\$1,323.52

MAR 24

WIC

Fund Number:	7012
Beginning Balance:	\$56,125.74
End of Month Balance:	20,020.15
Average of Beginning and Ending Balance(A):	\$38,072.95
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.00011042
Amount to be Allocated to Fund:	\$167.06

MAR 24

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$219,181.76
End of Month Balance:	206,378.22
Average of Beginning and Ending Balance(A):	\$212,779.99
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.00061711
Amount to be Allocated to Fund:	\$933.67

MAR 24

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,743,306.14
End of Month Balance:	5,486,561.89
Average of Beginning and Ending Balance(A):	\$5,614,934.02
All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	0.016284587
Amount to be Allocated to Fund:	\$24,638.02

MAR 24

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$271.00
End of Month Balance:	\$272.27
Average of Beginning and Ending Balance(A):	\$271.64
All County Funds Beginning Balance:	276,176,145.20
All County Funds Ending Balance:	358,537,811.91
Average of Beginning and Ending Balance, All County Funds(B):	\$317,356,978.56
Total Investment Income for the Month:	\$1,512,965.81
(A) as a percent of (B):	8.55929E-07
Amount to be Allocated to Fund:	\$1.29

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

April 10, 2024

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

Dear Staci,

The enclosed forms are interest allocation calculations for the Water and Sewer debt service and construction funds for March 2024.

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Mar-24

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
52.42	5461	Liberty Township Sewer	12546134	436100
29.69	5469	BR - Sewer VP Utility 99	12546933	436100
10.42	5533	Liberty Township Sewer Project	12553333	436100
46.40	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
5.91	5555	BR - Sewer consolidation Bond 03	12555533	436100
31.84	5470	BR - Water VP Utility 99	12547026	436100
25.35	5534	Tussing Rd. WTF Improvement	12553426	436100
137.63	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$339.66

MAR 24

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$11,934.82
End of Month Balance:	11,958.91
Average of Beginning and Ending Balance(A):	\$11,946.87

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month:	\$1,512,965.81
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(A) as a percent of (B):	3.46486E-05
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Amount to be Allocated to Fund:	\$52.42
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MAR 24

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$6,760.33
End of Month Balance:	6,771.90
Average of Beginning and Ending Balance(A):	\$6,766.12

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 1.96233E-05

Amount to be Allocated to Fund: \$29.69

MAR 24

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$2,371.60
End of Month Balance:	2,375.66
Average of Beginning and Ending Balance(A):	\$2,373.63

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month:	\$1,512,965.81
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(A) as a percent of (B):	6.88407E-06
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Amount to be Allocated to Fund:	\$10.42
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MAR 24

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$10,564.30
End of Month Balance:	10,582.38
Average of Beginning and Ending Balance(A):	\$10,573.34

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month:	\$1,512,965.81
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(A) as a percent of (B):	3.06651E-05
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Amount to be Allocated to Fund:	\$46.40
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MAR 24

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,345.77
End of Month Balance:	1,348.07
Average of Beginning and Ending Balance(A):	\$1,346.92

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 3.90637E-06

Amount to be Allocated to Fund: \$5.91

MAR 24

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$7,248.95
End of Month Balance:	7,261.36
Average of Beginning and Ending Balance(A):	\$7,255.16

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 2.10416E-05

Amount to be Allocated to Fund: \$31.84

MAR 24

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$5,772.30
End of Month Balance:	5,782.18
Average of Beginning and Ending Balance(A):	\$5,777.24

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 1.67553E-05

Amount to be Allocated to Fund: \$25.35

MAR 24

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$20,250.63
End of Month Balance:	42,482.29
Average of Beginning and Ending Balance(A):	\$31,366.46

All County Funds Beginning Balance:	358,537,811.91
All County Funds Ending Balance:	331,063,228.70
Average of Beginning and Ending Balance, All County Funds(B):	\$344,800,520.31

Total Investment Income for the Month: \$1,512,965.81

(A) as a percent of (B): 9.09699E-05

Amount to be Allocated to Fund: \$137.63

DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **March 29, 2024**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

	TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: March 28, 2024	59,402.83	359,344,266.00	359,403,668.83
Pay-Ins	953,806.12		953,806.12
Vendor's Licenses LICVEN	0.00		0.00
Manuf. Home (MH-OH) 7116	0.00		0.00
Manuf Home (MH-EQ) 7504	0.00		0.00
Undivided Cigarette License Tax 7114	0.00		0.00
Utilities Collection	0.00		0.00
Undivided General Tax 7108	0.00		0.00
Escrow Prepayment 7113	0.00		0.00
Undivided Estate Tax 7115	0.00		0.00
Prepay Overage 7787	12.23		12.23
	0.00		0.00
Tax Refund 7109RF	2,227.73		2,227.73
	0.00		0.00
	0.00		0.00
Pre-Settlement Manuf. Home (MH-OH) 7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ) 7505	0.00		0.00
Pre-Settlement General 7109	21,490.80		21,490.80
Pre-Settlement Estate Tax 7117	0.00		0.00
Daily Receipts Total 977,586.88			
Investments: Total from Chart 2 b	2,001,005.07		2,001,005.07
Misc. Total from Chart 2 a	0.00		0.00
Check # 0	0.00		0.00
Wire & ACH Debit Total from schedule F	29,016,069.43		29,016,069.43
	0.00		0.00
	0.00		0.00
Checks from Depository (schedule E)	301,907.58		301,907.58
Deposited with:			
Banks (schedule D)		899,489.88	899,489.88
ACH & Wire Total (schedule B)		2,087,153.06	2,087,153.06
Investment: Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)	32,296,518.96	2,986,642.94	35,283,161.90
TOTALS INCLUDING BALANCE	32,355,921.79	362,330,908.94	394,686,830.73
Disbursement:			
* Wire & ACH Debits (schedule F)	29,016,069.43		29,016,069.43
			0.00
General Warrants (Fairfield Nat'l Bank)	301,907.58		301,907.58
Investment: Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)	2,986,642.94		2,986,642.94
Checked from Depository			
Banks (Schedule E)		301,907.58	301,907.58
Check # 0		0.00	0.00
Investment: Total from Chart 2 b		2,001,005.07	2,001,005.07
* Total from Chart 2 a		0.00	0.00
Wires & ACH Debits (schedule F)		29,016,069.43	29,016,069.43
TOTAL	32,304,619.95	31,318,982.08	63,623,602.03
Balance at Close of Business Above Date	51,301.84	331,011,926.86	331,063,228.70

TREASURY	51,301.84
LEDGER	31,271,864.69
ICS	5,000,000.00
INVESTMENTS	294,740,062.17
sub total	331,063,228.70
FORM 6	331,063,228.70
	0.00
Drawer	757.65
Safe	4,392.00
PNP	21,094.98
Checks	25,057.21
Total Treasury	51,301.84

Treasurer's Office, Fairfield County, Ohio
Lancaster, Ohio March 29, 2024

To the County Auditor:

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

29TH day of MARCH

2024, also the balance in the treasury and depositories at the close of business on said day.

James M. Robinson
Yvonne E. Dinger

County Treasurer

Fiscal Specialist

Interest ReportFairfield County March 2024

RECEIVED
 No. _____

APR 10 2024

JAMES N. BAHNSEN
 Fairfield County Treasurer

Date	Pay-in	Fund	Acct #	Description
March 5, 2024	\$80,154.17	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 5, 2024	\$59,109.36	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 12, 2024	\$4,573.98	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 12, 2024	\$30,782.07	GENERAL	10 436100	DEPINVINT FNB FEB SWEEP INT
March 14, 2024	\$222,125.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 21, 2024	\$27,413.58	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 21, 2024	\$50,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 21, 2024	\$65,779.12	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 28, 2024	\$33,089.96	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 28, 2024	\$48,264.92	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 29, 2024	\$39,425.73	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 29, 2024	\$21,250.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 29, 2024	\$1,851.39	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 29, 2024	\$42,051.03	GENERAL	10 436100	DEPINVINT FNB ICS 1ST QTR
March 29, 2024	\$778,862.15	GENERAL	10 436100	DEPINVINT STAR OHIO 1ST QTR
March 29, 2024	\$8,233.35	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:
 \$1,512,965.81

Signature Page

Resolution No. 2024-04.16.d

A Resolution to Approve a Memo Expense for Interest Allocation Reimbursements for the Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority, Funds #7012, #7321, #7308, and #7865

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to authorize the approval of a Data Sharing and Confidentiality Agreement between ODJFS and Local Area 20

WHEREAS, Fairfield, Pickaway, Ross, Vinton and Hocking County Job and Family Services agencies have determined a need exists to establish a Workforce Area known as Area 20, and

WHEREAS, Fairfield County, as an Area member, needs to approve a Data Sharing and Confidentiality Agreement so that the Area may have access to records held by ODJFS to further the overall workforce mission,

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

Section 1. That Commissioner David Levacy, President of the Board, be authorized to sign the Data Sharing and Confidentiality Agreement between ODJFS and Area 20.

Prepared by: Angel Conrad

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the approval of a Data Sharing and Confidentiality Agreement between ODJFS and Local Area 20

(Fairfield County Economic & Workforce Development)

Approved as to form on 4/10/2024 2:00:56 PM by Austin Lines,

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE AREA 20**

D-2425-15-0539

This Agreement is entered into by and between the State of Ohio, Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 20. The representatives include the Fairfield, Hocking, Pickaway, Ross and Vinton Counties Board of Commissioners, which are the Chief Elected Officials of the local workforce area and Area 20 Workforce Development Board, which is the local workforce development board (LWDB) of the local workforce area. Additional parties include Fairfield County Department of Job and Family Services; Pickaway County Department of Job and Family Services; and South-Central Ohio County Department of Job and Family Services. All parties to this Agreement will be referred to collectively as "AREA".

For purposes of this Agreement, the Chief Elected Officials are "public officials" as that term is defined in Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR). LWDB and additional party(ies) are "agents" of "public officials" per 20 CFR 603.5(f). The Chief Elected Officials will be responsible for LWDB and additional party(ies) use of the ODJFS data that will be shared under this Agreement. Both definitions are included below in Definitions.

For any additional parties that are county agencies under the authority of the Chief Elected Officials, the signature of the Chief Elected Officials will suffice to authorize use of the data by staff of the county agency(ies) identified above without the need to obtain signatures from authorized representatives of each county agency. Signatures are required for all other parties to this Agreement.

DEFINITIONS

- A. **Agent of a Public Official:** With respect to the federal confidentiality regulations for Unemployment Insurance information (20 CFR 603.5(f)), it is an entity that receives confidential data on behalf of a "public official," defined in Section F, below. The public official remains responsible for the agent's use of the confidential data.
- B. **Advancement through Resources. Information & Employment Services (ARIES).** The ODJFS application system that will be used by workforce staff to enter and track WIOA and other employment and training program activities and performance. ARIES will replace WCMS during the Agreement period.
- C. **Chief Elected Officials:** When used in reference to a local workforce area, it is the chief elected executive officers of the units of general local government in a local workforce area.
- D. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- E. **Local Workforce Development Board (LWDB):** The board appointed by a local workforce area's Chief Elected Officials per WIOA Section 107 to be responsible for administration and oversight of the local workforce development system.
- F. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a local workforce area.
- G. **OhioMeansJobs.com System:** Ohio's electronic self-service system for labor exchange, jobs, resumes, and career guidance serving veterans, students, and adults.
- H. **OhioMeansJobs Centers:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.

- I. **Public Officials:** Per Title 20, Part 603.2(d) of the Code of Federal Regulations (CFR), an official, agency, or public entity within the executive branch of federal, state, or local government with the responsibility for the administration or enforcement of a law; or an elected official in the federal, state, or local government. Local Workforce Development Boards, Board members, and OhioMeansJobs center staff members do not meet the definition of “public officials” under 20 CFR 603.2(d).
- J. **Reemployment Services and Eligibility Assessment (RESEA):** A federal grant program designed to allow states to provide intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The program is authorized under Section 306 of the Social Security Act (42 USC 506) to serve Unemployment Insurance Claimants deemed unlikely to return to work.
- K. **Unemployment Insurance (UI) Claimant Data:** Data about individuals who are unemployed and who have applied for UI benefits or who are currently receiving UI benefits.
- L. **Wage Record Data:** Employee wage data from employers that is collected and maintained by the ODJFS Office of Unemployment Insurance Operations. The wage record data is used to compute claimants’ monetary entitlement for unemployment benefits, to crossmatch with data from other government programs for fraud or abuse detection, for performance accountability, to enhance employment and training opportunities, and to assist with income and eligibility verification of individuals filing for benefits under Temporary Assistance to Needy Families, Medicaid, and Food Stamps.
- M. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

ARTICLE I - PURPOSE AND LEGAL AUTHORITY

- A. The purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approved, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose.
 - 1. Wage Records may be used to measure local workforce area performance against local performance accountability standards.
 - 2. UI End of Benefits reports may be used to conduct outreach to UI Claimants who have nearly exhausted their claims.
 - 3. Early Intervention Reports RESEA may be used to conduct outreach for the delivery of RESEA services.
 - 4. UI Claimant Reports may be used to conduct outreach to UI applicants.
- B. AREA will provide bi-annual narrative reports to ODJFS that describe all uses of the ODJFS data, how use of the data has been beneficial to the local workforce development system, and what, if any, issues have been encountered with respect to the use of the data. In addition, AREA will identify the data files deemed no longer needed and will attest that all copies of those files have been effectively destroyed in accordance with Article IV of this Agreement.
- C. The release of this information is authorized by 20 CFR 603.5(e) and (f), Sections 4141.13, 4141.21, and 4141.43 of the Ohio Revised Code (ORC), Sections 4141-43-01 and 4141-43-02 of the Ohio Administrative Code (OAC), and Unemployment Insurance Program Letter (UIPL) 8-20.
- D. The ODJFS Agreement Manager is Sara Ballard, or successor, who will be the ODJFS primary point of contact for purposes under this Agreement.

ARTICLE II – RECORDS DESCRIPTION AND METHOD OF TRANSFER**A. Wage Records:**

1. Wage Records: On a quarterly basis, a data extract of Wage Record information on Local Area OhioMeansJobs center customers will be made available to AREA's authorized users in ARIES or submitted to the AREA via secure email. The Wage Record reports will contain the following data elements for each OhioMeansJobs center customer:
 - a. First and Last Name;
 - b. Last 4 digits of each individual's Social Security Number (SSN);
 - c. WCMS Seeker identification number;
 - d. WIOA Area Number;
 - e. Area Office Name;
 - f. Year the information was reported to UC;
 - g. Quarter in which the information was reported to UC;
 - h. Wages;
 - i. Weeks in which individual had reported earnings;
 - j. North American Industry Classification System (NAICS) code; and
 - k. NAICS title.
2. AREA staff will use the names, last 4 digits of the SSNs, and/or the ARIES Seeker identification numbers from the wage record reports to locate AREA OhioMeansJobs Center customer records in ARIES and assess the impact of services provided by AREA. The Wage Record data may not be used to identify OhioMeansJobs Center customers registered and tracked in a system other than ARIES. To obtain a Wage Record match with records that are part of a system other than ARIES, or for a special project, program, or purpose other than those described herein, AREA must submit a data research request to the ODJFS Office of Unemployment Insurance Operations.

B. UI Records: The UI data files listed below will come from the Ohio Job Insurance (OJI) system, which is the application system for Ohio's UI program. A new Ohio UI system is in development. Should the data described herein originate from the new Ohio UI system during the agreement period, the ODJFS Agreement Manager will notify AREA of the change in writing without the need to amend this Agreement.

1. **UI End of Benefits Report:** On a monthly basis, ODJFS will send AREA a report that lists the UI Claimants who are within four weeks of exhausting their UI Benefits. The data in the report will be exclusive to UI Claimants in AREA counties and will include:
 - a. UI Claimant First and Last Name;
 - b. UI Claimant Address (City, State, Zip Code, and alternate address, if applicable);
 - c. UI Claimant County;
 - d. UI Claimant Telephone Number;
 - e. UI Claimant Email address;
 - f. UI Claimant Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff, and third parties); and

- g. UI Claimant Identification Number.
2. **UI Early Intervention Report (RESEA):** ODJFS will send AREA a report on a monthly basis that includes the following information on each UI Claimant residing in AREA:
 - a. First and Last Name;
 - b. Address (City, State, Zip Code, and alternative address, if applicable);
 - c. County of Residence;
 - d. Telephone Number;
 - e. Email Address;
 - f. UC Claimant Identification Number;
 - g. Date of Birth (which may only be used for limited internal identity verification purposes by designated workforce staff, and which is prohibited from being disclosed to prospective employers, non-workforce staff, and third parties);
 - h. Onet Code 1, Onet Title 1 (Previous Occupation);
 - i. Onet Code 2, Onet Title 2 (Desired Occupation); and
 - j. Onet Code 3, Onet Title 3 (Second Desired Occupation).
3. **UI Claimant Report:** This report is distributed on a weekly basis to authorized staff in local workforce areas via secure email by the ODJFS Office of Workforce Development/Workforce Analytics and include the following information:
 - a. Claim Type
 - b. Start of Claim
 - c. Current Week
 - d. County
 - e. UC Claimant ID
 - f. First Name
 - g. Last Name
 - h. Date of Birth
 - i. Sex
 - j. Ethnicity
 - k. Race
 - l. Education
 - m. Veteran Status
 - n. Email Address
 - o. Phone Number
 - p. Address
 - q. City, State and Zip Code
 - r. Lay-off date
 - s. Separating Position
 - t. NAICS Code

- u. 2 Desired O*NET Codes
 - v. 2 Occupation Titles that correspond with desired O*NET codes
- C. **Data Preparation:** ODJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; and OIT Bulletin ITB-2007.02, Data encryption and securing sensitive data; and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 5, Security and Privacy Controls for Federal Information Systems and Organizations, September 2020 (includes updates as of December 10, 2020), [NIST.SP.800-53r5.pdf](#). AREA shall retain this encryption while the data is at rest (e.g. ,table, laptop, flash/USB drive, hard drive, etc.), and in motion (e.g., data moving or transferring through any type of network and/or connection).
- D. **Data Transfer:** The Wage Record report is made available to AREA authorized users in ARIES. All other data exchanges under this Agreement will be made via secure email. In the event the data will be accessible via ARIES, AREA will be instructed on how to access to the reports for its authorized users without the need to formally amend this Agreement as long as the reports include only the data variables authorized herein and listed in Sections A and B, above.
- E. **AREA Contacts:** AREA will identify a staff member who will receive the data provided hereunder and who will serve as the primary point of contact for all matters relevant to the ODJFS data and this Agreement. AREA will also identify an AREA staff member who will serve as the backup contact that will be authorized to receive the data and serve as the contact in the absence of the primary contact. AREA will provide the name, address, phone number, and email address of the primary and backup contacts.

ARTICLE III – VERIFICATION PROCEDUES

ODJFS makes no guarantee as to the accuracy or currency of the information provided to AREA pursuant to this Agreement.

ARTICLE IV – DISPOSITION OF OBTAINED INFORMATION

- A. Records obtained from ODJFS must be maintained in a separate database and be clearly identifiable as the records of ODJFS. The records obtained from ODJFS may not be merged with or mingled with data of AREA for storage or for any purpose.
- B. AREA will review the ODJFS data files bi-annually to determine if any files are no longer needed. AREA will ensure that data no longer needed is effectively destroyed by the area and by all authorized users within 30 days of the date of the review. This includes all copies maintained by authorized staff in the local area. AREA will include written affirmation of the destruction to ODJFS in the bi-annual report required under Article I, Section B. The affirmation must identify the records that were destroyed, the date of destruction and a statement that the method of destruction meets NIST standards.
- C. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

ARTICLE V – CONFIDENTIALITY OF INFORMATION

- A. AREA will safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the applicable federal and state laws and regulations.
- B. AREA will not use the information provided by ODJFS for any purpose that does not meet the requirements of the applicable federal and state confidentiality laws and is not specifically authorized by this Agreement. AREA expressly agrees to comply with all applicable state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to, The Privacy Act (5 USC 552a), 20 CFR 603, ORC Sections 4141.21, 4141.22, 4141.43, and 4141.99; and OAC Sections 4141-43-01 and 4141-43-02. Additionally, AREA specifically agrees that the provisions of ORC Chapter 4141 and applicable OAC rules will apply with respect to confidentiality of information and any use or redisclosure of information provided to it, with venue solely in Franklin County, Ohio.
- C. AREA agrees and acknowledges that because information provided by ODJFS includes information that is confidential under federal and state law--if any party, as a public entity, receives a public records request for

information related to this Agreement, the party that receives the request will promptly notify the other parties of the request. If one of the other parties believes there is information that is confidential or proprietary and should not be released, the party that received the request will provide a reasonable period of time for the other party(ies) to remove the confidential or proprietary information from the document prior to releasing the document.

ARTICLE VI – SECURITY PROCEDURES

- A. AREA will restrict access to the information provided by this Agreement to only authorized employees and officials of AREA who will be assigned tasks specifically for the purpose described in this Agreement.
1. The Chief Elected Officials, LWDB and additional party(ies) may only grant access to their own respective employees and may not grant access to individuals who are not under their direct authority and control, such as staff members of local workforce area partners who work on site in OhioMeansJobs Centers. In order for individuals who are employed by partner programs to receive the data, the entity that administers the partner program must submit a request to the ODJFS Office of Unemployment Insurance Operations to execute its own data-sharing agreement with ODJFS.
 2. With respect to local WIOA service providers that are subrecipients of the Chief Elected Officials or LWDB any providers that need access to the confidential ODJFS data must be included as a party to this agreement. In the event that AREA changes providers or subawards funds to additional providers, this Agreement must be amended to include the providers as additional parties. The Chief Elected Officials, as “public officials” will be responsible for the subrecipient(s) use of ODJFS data.
- B. AREA will provide ODJFS with a list of individuals who have authority (by position) to request information authorized by this Agreement.
- C. AREA will provide the ODJFS Agreement Manager with the point of contact and the name, title, telephone number, and email address for each staff member who will be authorized to access the ODJFS data provided under this Agreement. AREA must also submit a completed and signed ODJFS Personal Confidentiality Statement, included as Attachment A, to this Agreement, for each identified staff member of the parties to this Agreement who will be authorized to access the ODJFS data. In the event that an authorized staff member is reassigned and no longer needs access to the ODJFS data, AREA will ensure that the staff member is immediately notified that the authorization to receive the ODJFS data is revoked and that any ODJFS data in the staff member’s possession is immediately and effectively destroyed per Article IV of this Agreement. AREA will notify the ODJFS Agreement Manager within 10 days of the date of access revocation. ODJFS reserves the right to request an updated list of authorized individuals when there is a change in staff members authorized to access the ODJFS data. Further, should any additional party to this Agreement no longer serve in a role that requires use of the data, AREA will immediately notify ODJFS of this change in writing.
- D. AREA will store the information provided by ODJFS under this Agreement in an area that is physically safe from access by unauthorized persons during duty hours, as well as non-duty hours or when not in use. Further, AREA will advise staff members who are working from home that printing or otherwise maintaining ODJFS data in a format that cannot be protected from access by unauthorized persons is not allowed.
- E. AREA will process the information provided by ODJFS under this Agreement and any records created from the information under the immediate supervision and control of authorized personnel. The information will be processed and utilized in a manner that will protect the confidentiality of the information and stored in such a way that unauthorized persons cannot retrieve any such information by computer, remote terminal or other means.
- F. AREA will advise all staff members who will have access to the information and to any records created from the information of its confidential nature, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. AREA will further ensure that all such staff members participate in ODJFS training, offered every two years by ODJFS, on the roles and responsibilities of individuals who access the ODJFS data files provided under this Agreement, including confidentiality and security measures needed. ODJFS will provide details of the training events as they are scheduled. ODJFS may hold additional training events should changes in policies or procedures necessitate new or updated training.

- G. AREA will allow ODJFS to make onsite inspections to ensure compliance with federal and state data-protection standards.
- H. AREA will not disclose information obtained from ODJFS, except pursuant to the applicable provisions of the federal and state rules cited in Article V, Section B, and with the terms of this Agreement.
- I. AREA will immediately notify the ODJFS Agreement Manager of any suspected or actual violation of the terms of this Agreement.
- J. AREA, if responsible for a breach of ODJFS data security, will act in compliance with Ohio law at the time of the breach.
- K. If at any time AREA receives ODJFS data files that include data for counties outside of the local workforce area or data elements that are not listed in this Agreement, AREA will immediately notify the ODJFS Agreement Manager and will effectively destroy the data files received in error within 3 days.

ARTICLE VII – RECORDS USAGE, DUPLICATION AND REDISCLOSURE RESTRICTIONS

AREA agrees to the following limitations on the access to, and disclosure and use of, the information provided by ODJFS.

- A. AREA will use the data supplied by ODJFS only for purposes of this Agreement, and only to the extent necessary.
- B. AREA will not duplicate or distribute any information provided by ODJFS to another party without prior written authority from ODJFS. Such permission will not be given unless the redisclosure is permitted or required by law and essential to the conduct of the activities under this Agreement.
- C. AREA will not disclose information obtained from ODJFS except pursuant to the applicable provisions of federal and state laws and regulations pertinent to UI confidential information and to the terms of this Agreement.
- D. AREA will not disclose information provided in any manner that would reveal the identity of an individual or employing unit to persons unauthorized to access the information by either direct or indirect means.

ARTICLE VIII – TERM OF AGREEMENT

- A. Upon approval by the Director of ODJFS, this Agreement will be in effect for a period of performance beginning October 1, 2023 through September 30, 2026, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date. This Agreement may be renewed for an additional two-year period at ODJFS' discretion.
- B. The Confidentiality provisions of this Agreement will survive the termination of this Agreement.

ARTICLE IX - COST OF DATA PREPARATION

The parties agree that the exchange of information under this Agreement will support the RESEA program and the continuous improvement of the workforce services and activities delivered under the direction of the LWDB, which will benefit all parties, therefore the exchange of information shall be conducted with no reimbursement to the parties to this Agreement.

ARTICLE X - SUSPENSION AND TERMINATION

- A. Upon thirty (30) days written notice, any party may terminate this Agreement.
- B. Notwithstanding Section A of this ARTICLE, ODJFS may suspend or terminate this Agreement immediately, upon delivery of written notice to AREA in the event of disapproval by a federal administrative agency; if ODJFS discovers any illegal conduct on the part of AREA; or if there is any breach of the confidentiality provisions of this Agreement.

- C. In the event of changes in state or federal law or regulations occur that render data sharing hereunder illegal, void, impracticable or impossible, this Agreement will terminate immediately.
- D. Notice of termination or suspension under Section A of this ARTICLE must be sent to the Deputy Director of the ODJFS Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, Ohio 43215; Notice of termination or suspension under Section B of this ARTICLE must be sent to the representative(s) of AREA at the address appearing on the signature page of this Agreement.

ARTICLE XI - BREACH OR DEFAULT

- A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, ODJFS may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all remedies hereinabove mentioned.
- B. If either party fails to perform an obligation under this Agreement and thereafter such failure is waived by the other party, such waiver will be limited to the particular occurrence of failure and will not be deemed to waive subsequent failures hereunder. Waiver by either party will not be effective unless it is in writing and is signed by both the ODJFS Director and the Chief Elected Officials.

ARTICLE XII – RESOLUTION OF DISPUTES

ODJFS and AREA agree that the ODJFS Director or designee and the Chief Elected Officials or designee will resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Agreement.

ARTICLE XIII - AMENDMENTS

Any amendment to this Agreement must be in writing and must be signed by the ODJFS Director and by the AREA representatives identified in this Agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE XIV - LIMITATION OF LIABILITY: DUTIES OF THE PARTIES

To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, AREA agrees to be responsible for any liability directly related to any and all acts of negligence by AREA.

To the extent allowable by law, AREA agrees to hold ODJFS harmless in any and all claims for personal injury, property damage, and/or infringement resulting from activities pursuant to this Agreement. AREA's sole and exclusive remedy for any ODJFS failure to perform under this Agreement will be an action in the Ohio Court of Claims pursuant to ORC Chapter 2743 that will be subject to the limitations set forth in this ARTICLE. In no event will ODJFS be liable for any indirect or consequential damages, including loss of profits, even if ODJFS knew or should have known of the possibility of such damages.

ARTICLE XV - CONSTRUCTION

This Agreement will 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.

**DATA SHARING AND CONFIDENTIALITY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
LOCAL WORKFORCE AREA 20**

Signature Page

D-2425-15-0539

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Local Workforce Area 20

Ohio Department of Job and Family Services

Authorized Signature

Matt Damschroder, Director

Printed Name

Date

Date

210 East Main Street, Suite 407
Lancaster, Ohio 43130

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date



PERSONAL CONFIDENTIALITY STATEMENT

I, _____, am an agent/employee of _____ (hereinafter referred to as "Public Official" as that term is defined in Title 20, Part 603.2 of the Code of Federal Regulations (CFR)), which has entered into an agreement with the Ohio Department of Job and Family Services (ODJFS) to obtain ODJFS information considered confidential. I understand that in the course of my employment I may have access to the confidential information. Therefore, with respect to any confidential information furnished by ODJFS, I acknowledge and agree to abide by the terms of the above-cited agreement, which is incorporated hereto by reference, and further declare:

1. I will access and use the confidential information only as is necessary to perform work specifically for purposes described in the agreement between ODJFS and Public Official and will do so in compliance with all applicable provisions of state and federal laws, Unemployment Insurance laws and laws that pertain to confidential information, including those identified in the agreement between ODJFS and Public Official.
2. I will store the confidential information only on my employer's premises in an area that is physically safe from access by unauthorized persons at all times. I further understand that I am prohibited from printing the data or retaining the data in any portable format.
3. I will process the information and any records created from the information in a manner that will protect the information from unauthorized access or disclosure by direct, indirect means, or any means.
4. I will immediately notify my supervisor of any suspected or actual violation of confidentiality—as required under the terms of the agreement between ODJFS and my employer. I understand that my employer will provide me with the contact information for the ODJFS Agreement Manager.
5. I will ensure that my personal access codes (e.g., username, password, etc.), computer equipment, disks and offices in which the confidential data may be kept are secured from access by other individuals.
6. I will verify that any individuals who request the confidential ODJFS information are authorized to receive it and that I am authorized to share it.
7. I understand that no confidential ODJFS information may be shared with any third parties without the express written approval of ODJFS. I further understand that third parties include staff members from partner agencies and other individuals who are not employees or agents of Public Official.
8. I will participate in any training related to my role as an authorized recipient of confidential data that is required by ODJFS or the Public Official.
9. I will comply with procedures for the timely destruction of the data if that responsibility is assigned to me.
10. I understand that if I knowingly and intentionally violate any confidentiality provisions, my access to the confidential ODJFS information will immediately be suspended or terminated. I further acknowledge that if I knowingly and intentionally disclose confidential ODJFS information, I may be subject to a fine and/or imprisonment under Section 4141.99 of the Ohio Revised Code.

By signing below, I acknowledge that I have read and expressly understand the confidentiality requirements with respect to ODJFS information, as well as the possible penalties for failure to comply. I expressly agree to adhere to all the requirements prescribed herein.

By approving this form, the supervisor certifies that he/she will monitor the employee's use of the information to ensure its confidentiality and security.

Signature: _____ Date: _____

Printed Name: _____

Supervisor's Signature: _____ Date: _____

Supervisor's Printed Name: _____

Unit/Location: _____

Signature Page

Resolution No. 2024-04.16.e

A Resolution to Authorize the Approval of a Data Sharing and Confidentiality Agreement between ODJFS and Local Area 20

(Fairfield County Economic & Workforce Development)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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

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

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

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

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

\$50,000.00 16202403- Contractual Services

For Auditor's Office Use Only:

16202403-543000 \$50,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-04.16.f

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category, Fund #2024, Motor Vehicle Repairs and Maintenance

(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum.

WHEREAS, the opening of sealed bids on April 8, 2024, for the Sale of Scrap Metal & Aluminum, resulted in the following bids:

Bidder: New World Recycling

Scrap Metal: \$0.06/lb (pick-up); \$0.08/lb (delivered)

Aluminum: \$0.35/lb (pick-up); \$0.45/lb (delivered)

Bidder: Mark Gray Enterprises

Scrap Metal: \$0.0357/lb (pick-up); \$0.0446/lb (delivered)

Aluminum: \$0.33/lb (pick-up); \$0.36/lb (delivered)

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the Sale of Scrap Metal & Aluminum be awarded to New World Recycling; 1079 E. Fifth Avenue; Columbus, OH 43201, a responsive and responsible Bidder, at the prices shown above.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid at the prices shown above, to New World Recycling for the Sale of Scrap Metal & Aluminum.

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

Prepared by: Randy Carter
cc: Engineering Office

Signature Page

Resolution No. 2024-04.16.g

A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal and Aluminum

(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve the ODOT Road Salt Contract for 2024.

WHEREAS, in order to remove snow and ice from county roadways for the winter season 2024-2025, the Fairfield County Engineer wishes to purchase road salt through ODOT's cooperative purchasing program.

WHEREAS, ODOT is requesting the attached Road Salt Contract 2024 be executed by this Board of County Commissioners.

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

SECTION 1: that this Board of County Commissioners resolves to approve and sign the attached ODOT Road Salt Contract for 2024 allowing the County Engineer to purchase road salt through ODOT's cooperative purchasing program.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this Resolution and the signed Contract for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024**

WHEREAS, the Fairfield County Engineer’s Office; 3026 West Fair Avenue; Lancaster, OH 43130 (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to waive all liability against the Department of Transportation arising out of the Political Subdivision’s participation in the road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Monday, May 3rd **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd,
2024.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

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 \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
1. Under \$75,000
 2. State Term #: _____ (copy of State Term Contract must be attached)
 3. ODOT Term #: _____ (See R.C. 5513.01)
 4. Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. Emergency (Follow procedure under ORC 307.86(A))
 6. Sole Source (attach documentation as to why contract is sole source)
 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): _____
- H. Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A resolution to approve the ODOT Road Salt Contract for 2024.

(Fairfield County Engineer)

Approved as to form on 4/11/2024 4:46:22 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.16.h

A Resolution to Approve the ODOT Road Salt Contract for 2024

(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve the Contract Bid Award for the 2024 Purchase of Liquid Asphalt Project.

WHEREAS, the opening of sealed bids on April 8, 2024 for the 2024 Purchase of Liquid Asphalt Project, resulted in the following bids:

Asphalt Materials, Inc.	\$572,760.00
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WHEREAS, the Fairfield County Engineer is recommending that the Contract for the 2024 Purchase of Liquid Asphalt Project be awarded to Asphalt Materials, Inc.; 13925 State Route 7; Marietta, OH 45750 a responsive and responsible Bidder, for the amount of \$572,760.00.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$572,760.00, to Asphalt Materials, Inc. for the 2024 Purchase of Liquid Asphalt Project.

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

Prepared by: Randy Carter
cc: Engineering Department

Signature Page

Resolution No. 2024-04.16.i

A Resolution to Approve the Contract Bid Award for the 2024 Purchase of Liquid Asphalt Project

(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to Approve Lifting Weight Reductions on County and Township Roads

WHEREAS, the Fairfield County Engineer feels the danger of damage to County Roads due to excess moisture from freezing and thawing has nearly passed, and

WHEREAS, the County Engineer is requesting this Board of Commissioners to lift the weight limit reductions on County Roads with weight limits so posted, effective April 16, 2024, and

WHEREAS, the County Engineer also recommends that the Board of Commissioners authorize the Township Trustee Boards to remove the reduction of weight limits on Township Roads where weight limits are posted as early as April 16, 2024, but no later than April 30, 2024, upon notification of the termination date to this Board of Commissioners.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, remove the weight reductions on County Roads beginning April 16, 2024.

SECTION 2: that this Board of Commissioners resolves to authorize Township Trustees to remove the reduction of weight limits on Township Roads between April 16, 2024 and April 30, 2024, upon notification to this Board of Commissioners of the termination date.

SECTION 3: that the Clerk of this Board furnish a signed copy of this Resolution to the Fairfield County Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Office

Signature Page

Resolution No. 2024-04.16.j

A Resolution to Approve Lifting Weight Reductions on County and Township Roads
(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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

WHEREAS, unanticipated revenue has been collected for Fund 3445; and

WHEREAS, unanticipated funds represent ODOT payment; and

WHEREAS, monies will be used for PID #110862 Refugee Rd CR7-1.94

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

SECTION 1: Request that the Fairfield County Auditor appropriate from unappropriated funds in the amount of: \$283,588.20 16344506 Contractual Services.

SECTION 2: The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant,

Memo Receipt as referenced:

16344506-433100-55954

Memo Expenditure as referenced:

Vendor: Complete General

Account #: 16344506-530020-55954 **Refugee Rd CR7-1.94**

Amount: \$283,588.20 Paid: 04/05/2024

For Auditor's Office Use Only:

SECTION 1: 16344506-530020-55954

SECTION 3: Issue an Amended Certificate in the amount \$283,588.20 to credit of fund 3445.

SECTION 4: Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line 16344506-433100-55954 in the amount of \$283,588.20.

Prepared by: Julie Huggins
cc: Engineer Office

CMRS

OHIO DEPARTMENT OF TRANSPORTATION

REPORTS: ←

CONTRACTOR REPORTS

APPLICATIONS:

BID & ITEM DATA

ADDITIONAL LINKS:

CONSTRUCTION REFERENCE RESOURCE CENTER(CRRC)

DISTRICT CONSTRUCTION SHAREPOINT MAIN

GoFORMZ HOME TEAM SITE

AASHTOWARE PROJECT SITE

Notice to ODOT's LPA Subrecipients and External Auditors – November 15, 2021

This payments report cannot be used as the sole source of information for determining Federal funds expenditures to be reported on the LPA's annual Schedule of Expenditures of Federal Awards (SEFA). The LPA and their external auditors are directed to follow the LPA SEFA Reporting Guidance.

This ODOT guidance document recommends procedures for the LPA to follow to ensure accurate SEFA reporting to avoid potential audit findings. This CMS payments report was originally designed for contractors to obtain payment verification. ODOT has determined that the source data is sufficient for that purpose; however, since the payments data in this report does not distinguish Federal, state, or local funds, it cannot be used as a stand-alone source for verification of SEFA data. Additionally, this payments report reflects all of ODOT's expenditures on the project and does not identify only those Federal expenditures to be reported by the LPA.

Furthermore, this ODOT payments report does not reflect any project payments made by the LPA that have not yet been reimbursed by ODOT. For LPA's preparing a cash basis SEFA, the LPA can use the Warrant Date on this ODOT payments report to assign the ODOT payments to contractors to a fiscal year for the LPA's SEFA reporting. However, if ODOT is issuing a reimbursement payment to the LPA, then the LPA's check dates would be used to assign those payments to a fiscal year. The LPA's copies of invoices submitted to ODOT and the ODOT-LPA Project Agreement should provide support for the Federal share of the project costs.

Most of ODOT's subrecipients of Federal Awards are subject to compliance with [Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Accordingly, the subrecipient is responsible for maintaining accurate financial records to demonstrate compliance with the requirements documented in [§ 200.302 Financial management](#).

The subrecipient's fiscal procedures and financial records must provide for tracking the project specific expenditure of Federal funds by the subrecipient. The subrecipient's financial records must accurately report, in the proper fiscal year, the Federal funds the subrecipient has expended; including those project expenditures which have not yet been reimbursed by ODOT and the Federal funds payments issued to contractors by ODOT as requested by the LPA.

The ODOT LPA SEFA Reporting Guidance and an Excel template for tracking of Federal funds expenditures is available at: <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/external-audits/audit-lpa/guidance-lpa-sefa>

Please contact DOT.LPAQuestions@dot.ohio.gov with any questions regarding this notice.

BY PROCEEDING TO THE REPORT ON NEXT PAGE, YOU ARE ACKNOWLEDGING THIS DISCLAIMER.

Vendor Name/Number	Project Nbr	PID Nbr	Estimate Nbr	Process Date	Warrant Date	Amount
COMPLETE GENERAL CONSTR CO (0000076373)	23N272	110862	23N272-1	04/05/2024	04/11/2024	283,588.20
FAIRFIELD COUNTY (0000056164)		110862	23-05-5112	02/16/2023	02/22/2023	807.27
LAKSHMI VINAYAKA HOLDINGS LLC (0000310353)		110862	23-05-5108	01/23/2023	01/26/2023	63,441.00
RICKETTS FAMILY FAIRFIELD HOLD (0000310354)		110862	23-05-5107	01/23/2023	01/26/2023	51,129.00
TEC ENGINEERING INC (0000069483)		110862	PID#110862-25-11895	07/01/2023	07/07/2023	7,675.20
TEC ENGINEERING INC (0000069483)		110862	PID#110862-24-11778	03/31/2023	04/06/2023	9,577.67
TEC ENGINEERING INC (0000069483)		110862	PID#110862-23-11737	03/31/2023	04/06/2023	536.04
TEC ENGINEERING INC (0000069483)		110862	pid#110862-22-11689	02/23/2023	03/01/2023	622.55
TEC ENGINEERING INC (0000069483)		110862	PID#110862-21-11599	12/09/2022	12/14/2022	5,806.92
TEC ENGINEERING INC (0000069483)		110862	PID#110862-20-11556	12/09/2022	12/14/2022	9,427.38
TEC ENGINEERING INC (0000069483)		110862	PID#110862-19-11517	09/19/2022	09/23/2022	4,068.19

Signature Page

Resolution No. 2024-04.16.k

A Resolution to Request for Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund #3445, Refugee Rd CR7-1.94

(Fairfield County Engineer)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

2024-04.16.I

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 - \$64.00

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: \$64.00

Prepared by: Morgan Fox, Fiscal Officer

cc: Jamie Ehorn, Fairfield County Health Department

Signature Page

Resolution No. 2024-04.16.I

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates paid to Fairfield County Health Departments as a Memo Expenditure for Fund #2072, Public Children's Services

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Child Support Enforcement Agency merged operations January 1, 2000, and

WHEREAS, Fairfield County Job & Family Services has been expending funds from the public assistance fund for costs attributable to the Child Support Enforcement Agency (CSEA) division, and

WHEREAS, the CSEA has received funds to cover these costs and such funds have been deposited in the CSEA fund (2015) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover the costs from the CSEA fund (2015), and

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

Section 1: That the Fairfield County Auditor reflect the following memo receipt, for costs owed to the PA fund:

12201807-434008 (Reimbursement from the CSEA) \$16,928.74

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the CSEA.

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12201507 900000 Reimburse Public Assistance

Amount: \$16,928.74

Subject to final quarterly reconciliation from ODJFS

Prepared by: *Josh Crawford Deputy Director JFS Finance*

cc: JFS Finance

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
Adult Protective Service JFSCAAPS								
	JFSSSF24 - GRF	JFSFA776		510050	720.00	160.44	235.22	1,115.66
		JFSSAS700	JFSSAS723	426053	(10.90)	(21.00)	(43.21)	(75.11)
		JFSSAS700	JFSSAS723	501001	27,371.79	27,482.22	28,367.83	83,221.84
		JFSSAS700	JFSSAS723	510050	0.00	0.00	23.37	23.37
		JFSSAS700	JFSSAS723	521092	1,077.01	1,092.72	1,038.16	3,207.89
		Total:			29,157.90	28,714.38	29,621.37	87,493.65
Benefit Bridge Non-TANF JFSCABNT								
	JFSSSF23 - GRF	JFSFA679		510050	0.00	0.00	5,500.00	5,500.00
		JFSFA681		510050	314.42	592.48	192.93	1,099.83
		JFSFA683		510050	0.00	0.00	248.82	248.82
		JFSFA686		510050	1,540.25	0.00	650.00	2,190.25
		JFSFA688		510050	1,145.00	0.00	0.00	1,145.00
		JFSSAI105	JFSSAI126	426053	0.00	(17.48)	(11.66)	(29.14)
		JFSSAI105	JFSSAI126	501001	6,588.35	6,744.14	7,136.76	20,469.25
		JFSSAI105	JFSSAI126	510050	4.17	0.00	6.46	10.63
		JFSSAI105	JFSSAI126	521092	173.10	109.77	90.81	373.68
		Total:			9,765.29	7,428.91	13,814.12	31,008.32
Benefit Bridge TANF Admin JFSCABTA								
	JFSCTF23 - 3V60	JFSFA674		510050	0.00	197.98	247.85	445.83
		JFSSAI105	JFSSAI124	426053	0.00	(26.23)	(17.48)	(43.71)
		JFSSAI105	JFSSAI124	501001	9,884.50	10,118.22	10,707.27	30,709.99
		JFSSAI105	JFSSAI124	510050	6.25	0.00	9.70	15.95
		JFSSAI105	JFSSAI124	521092	259.70	164.69	136.24	560.63
		Total:			10,150.45	10,454.66	11,083.58	31,688.69
Benefit Bridge TANF Reg JFSCABTR								
	JFSCTF23 - 3V60	JFSFA660		510050	0.00	524.41	0.00	524.41
		JFSFA661		510050	2,310.00	5,185.00	4,147.25	11,642.25
		JFSFA662		510050	2,668.62	1,122.11	3,737.08	7,527.81
		JFSFA664		510050	0.00	100.66	0.00	100.66
		JFSFA667		510050	1,450.68	5,558.72	9,784.00	16,793.40
		JFSFA668		510050	550.00	688.50	502.25	1,740.75
		JFSFA669		510050	7,515.98	778.00	2,616.65	10,910.63
		JFSSAI105	JFSSAI125	426053	0.00	(8.75)	(5.84)	(14.59)
		JFSSAI105	JFSSAI125	501001	3,296.15	3,374.09	3,570.51	10,240.75
		JFSSAI105	JFSSAI125	510050	2.08	0.00	3.23	5.31

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
	JFSCCD24 - 3H70	JFSSAI500	JFSSAI501	521092	57.70	36.58	30.27	124.55
				Total:	19,171.28	19,371.92	8,860.80	47,404.00
Child Care Reimbursements JFSCACCS								
	JFSSSF24 - GRF	JFSFA319		510051	247.00	230.75	0.00	477.75
				Total:	247.00	230.75	0.00	477.75
Child Welfare Services JFSCACWS								
	JFSSSF24 - GRF	JFSSAS760		887500	0.00	0.00	(247,195.34)	(247,195.34)
		JFSSAS760	JFSSAS753	426053	(3.79)	(7.31)	(15.04)	(26.14)
		JFSSAS760	JFSSAS753	501001	9,522.15	9,560.57	9,868.64	28,951.36
		JFSSAS760	JFSSAS753	510050	0.00	0.00	8.13	8.13
		JFSSAS760	JFSSAS753	521092	374.67	380.13	361.15	1,115.95
		JFSSAS760	JFSSAS761	426053	(45.01)	(86.78)	(178.52)	(310.31)
		JFSSAS760	JFSSAS761	501001	113,061.09	113,517.26	117,175.27	343,753.62
		JFSSAS760	JFSSAS761	510050	0.00	0.00	96.54	96.54
		JFSSAS760	JFSSAS761	521092	4,448.67	4,513.55	4,288.20	13,250.42
		JFSSAS760	JFSSAS764	426053	(2.84)	(5.49)	(11.27)	(19.60)
		JFSSAS760	JFSSAS764	501001	7,142.86	7,171.68	7,402.78	21,717.32
		JFSSAS760	JFSSAS764	510050	0.00	0.00	6.10	6.10
		JFSSAS760	JFSSAS764	521092	281.06	285.15	270.92	837.13
		JFSSAS760	JFSSAS769	426053	(95.71)	(184.51)	(379.58)	(659.80)
		JFSSAS760	JFSSAS769	501001	240,402.92	241,372.87	249,150.90	730,926.69
		JFSSAS760	JFSSAS769	510050	0.00	0.00	205.29	205.29
		JFSSAS760	JFSSAS769	521092	9,459.25	9,597.24	9,118.07	28,174.56
		JFSSAS760	JFSSAS770	426053	(7.58)	(14.62)	(30.07)	(52.27)
		JFSSAS760	JFSSAS770	501001	19,044.29	19,121.12	19,737.30	57,902.71
		JFSSAS760	JFSSAS770	510050	0.00	0.00	16.26	16.26
		JFSSAS760	JFSSAS770	521092	749.34	760.27	722.32	2,231.93
		JFSSAS760	JFSSAS771	426053	(5.21)	(10.04)	(20.67)	(35.92)
		JFSSAS760	JFSSAS771	501001	13,091.07	13,143.89	13,567.44	39,802.40
		JFSSAS760	JFSSAS771	510050	0.00	0.00	11.18	11.18
		JFSSAS760	JFSSAS771	521092	515.10	522.61	496.52	1,534.23
		JFSSAS760	JFSSAS774	426053	(4.74)	(9.14)	(18.79)	(32.67)
		JFSSAS760	JFSSAS774	501001	11,901.43	11,949.45	12,334.51	36,185.39
		JFSSAS760	JFSSAS774	510050	0.00	0.00	10.16	10.16
		JFSSAS760	JFSSAS774	521092	468.29	475.12	451.40	1,394.81
		JFSSAS760	JFSSAS778	426053	(5.69)	(10.96)	(22.55)	(39.20)

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
 Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
Total:					(52,331.76)	(16,073.67)	0.00	(68,405.43)
FAET - 100% JFSCAFST								
	JFSCF124 - 3840	JFSSAI300	JFSSAI308	426053	0.00	(2.92)	(1.94)	(4.86)
		JFSSAI300	JFSSAI308	501001	1,100.03	1,126.04	1,191.59	3,417.66
		JFSSAI300	JFSSAI308	510050	0.70	0.00	1.08	1.78
		JFSSAI300	JFSSAI308	521092	28.90	18.32	15.16	62.38
Total:					1,129.63	1,141.44	1,205.89	3,476.96
Food Assistance Earnings JFSCAFSE								
	JFSSSF24 - 5B60	JFSFA163		471000	0.00	(27,232.40)	0.00	(27,232.40)
Total:					0.00	(27,232.40)	0.00	(27,232.40)
Food Assistance JFSCAFSP								
	JFSCFB24 - 3840	JFSSAI300	JFSSAI300	426053	0.00	(45.18)	(30.12)	(75.30)
		JFSSAI300	JFSSAI300	501001	17,022.87	17,425.39	18,439.82	52,888.08
		JFSSAI300	JFSSAI300	510050	10.77	0.00	16.70	27.47
		JFSSAI300	JFSSAI300	521092	447.26	283.64	234.64	965.54
		JFSSAI300	JFSSAI302	426053	0.00	(2.92)	(1.94)	(4.86)
		JFSSAI300	JFSSAI302	501001	1,098.06	1,124.03	1,189.46	3,411.55
		JFSSAI300	JFSSAI302	510050	0.70	0.00	1.08	1.78
		JFSSAI300	JFSSAI302	521092	28.85	18.30	15.14	62.29
Total:					18,608.51	18,803.26	19,864.78	57,276.55
	JFSOLS24 - GRF	JFSFA751		885500	8,803.88	8,803.88	8,803.88	26,411.64
Total:					8,803.88	8,803.88	8,803.88	26,411.64
Food Assistance Refunds JFSCAFSR								
	JFSSFB24B - 3840	JFSFA980		470604	(15,258.09)	(17,577.26)	(41,481.73)	(74,317.08)
Total:					(15,258.09)	(17,577.26)	(41,481.73)	(74,317.08)
Income Maintenance JFSCASIM								
	JFSFSF24 - GRF	JFSFA750		887500	(8,803.88)	(8,803.88)	(8,803.88)	(26,411.64)
		JFSSAI300	JFSSAI300	426053	0.00	(45.17)	(30.11)	(75.28)
		JFSSAI300	JFSSAI300	501001	17,022.87	17,425.38	18,439.82	52,888.07
		JFSSAI300	JFSSAI300	510050	10.76	0.00	16.69	27.45
		JFSSAI300	JFSSAI300	521092	447.24	283.62	234.61	965.47
		JFSSAI300	JFSSAI302	426053	0.00	(2.91)	(1.94)	(4.85)
		JFSSAI300	JFSSAI302	501001	1,098.05	1,124.02	1,189.46	3,411.53
		JFSSAI300	JFSSAI302	510050	0.69	0.00	1.07	1.76
		JFSSAI300	JFSSAI302	521092	28.85	18.28	15.13	62.26
Total:					9,804.58	9,999.34	11,060.85	30,864.77
Medicaid Incentives JFSCAMDI								

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
MCDFMT24 - 3F01		JFSSAI200	JFSSAI211	426053	0.00	(21.86)	(14.58)	(36.44)
		JFSSAI200	JFSSAI211	501001	8,236.43	8,431.19	8,922.02	25,589.64
		JFSSAI200	JFSSAI211	510050	5.21	0.00	8.08	13.29
		JFSSAI200	JFSSAI211	521092	216.41	137.24	113.53	467.18
		JFSSAI200	JFSSAI214	426053	0.00	(1.46)	(0.98)	(2.44)
		JFSSAI200	JFSSAI214	501001	550.02	563.03	595.80	1,708.85
		JFSSAI200	JFSSAI214	510050	0.35	0.00	0.55	0.90
		JFSSAI200	JFSSAI214	521092	14.46	9.17	7.59	31.22
		JFSSAI200X	JFSSAI210X	426053	0.00	(23.11)	(63.39)	(86.50)
		JFSSAI200X	JFSSAI210X	501001	3,454.70	3,810.95	4,076.90	11,342.55
		JFSSAI200X	JFSSAI210X	510050	0.00	0.00	35.27	35.27
		JFSSAI200X	JFSSAI210X	521092	728.77	519.44	357.22	1,605.43
Total:					66,136.39	66,788.59	70,631.24	203,556.22

Medicaid NET Federal JFSCAMNF

MCDFMT24 - 3F01	JFSFA850		510050	63,277.82	69,412.10	63,000.26	195,690.18	
	JFSSAI200	JFSSAI217	426053	0.00	(11.66)	(7.78)	(19.44)	
	JFSSAI200	JFSSAI217	501001	4,392.24	4,496.10	4,757.85	13,646.19	
	JFSSAI200	JFSSAI217	510050	2.78	0.00	4.31	7.09	
	JFSSAI200	JFSSAI217	521092	115.41	73.19	60.55	249.15	
Total:					67,788.25	73,969.73	67,815.19	209,573.17

MCDST24 - GRF	JFSFA850		510050	63,277.82	69,412.09	63,000.26	195,690.17	
	JFSSAI200	JFSSAI217	426053	0.00	(11.65)	(7.76)	(19.41)	
	JFSSAI200	JFSSAI217	501001	4,392.23	4,496.09	4,757.83	13,646.15	
	JFSSAI200	JFSSAI217	510050	2.77	0.00	4.31	7.08	
	JFSSAI200	JFSSAI217	521092	115.39	73.17	60.53	249.09	
Total:					67,788.21	73,969.70	67,815.17	209,573.08

Medicaid Refunds JFSCAMDR

MCDFMP24 - 3F01	JFSFA985		451502	(342.86)	(100.00)	(11,122.81)	(11,565.67)	
Total:					(342.86)	(100.00)	(11,122.81)	(11,565.67)

Medicaid Unwinding Regular JFSCAMUR

JFSSSTFO - 5CV3	JFSFA229		501001	2,869.96	0.00	0.00	2,869.96	
	JFSSAI203	JFSSAI229	426053	0.00	(46.63)	(31.09)	(77.72)	
	JFSSAI203	JFSSAI229	501001	17,572.89	17,988.40	19,035.62	54,596.91	
	JFSSAI203	JFSSAI229	510050	11.11	0.00	17.23	28.34	
	JFSSAI203	JFSSAI229	521092	461.70	292.79	242.20	996.69	
Total:					20,915.66	18,234.56	19,263.96	58,414.18

Non-Reimbursable Expenditures JFSCANNR

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
TANF ADC Collections JFSCATAC								
	JFSSTF24B - 3V60	JFSFA912		451502	(382.86)	(140.00)	(469.00)	(991.86)
				Total:	(382.86)	(140.00)	(469.00)	(991.86)
TANF ADC Incentives JFSCAADC								
	JFSCTF24 - 3V60	jfsfa160		471000	0.00	(167.94)	0.00	(167.94)
				Total:	0.00	(167.94)	0.00	(167.94)
TANF Administration JFSCACC2								
	JFSCTF24 - 3V60	JFSFA120		510050	2,139.98	0.00	0.00	2,139.98
		JFSFA346		887500	0.00	0.00	11,604.73	11,604.73
		JFSFA348		887500	0.00	0.00	62,485.70	62,485.70
		JFSSAI100	JFSSAI116	426053	0.00	(99.10)	(66.06)	(165.16)
		JFSSAI100	JFSSAI116	501001	37,341.90	38,224.85	40,450.16	116,016.91
		JFSSAI100	JFSSAI116	510050	23.61	0.00	36.63	60.24
		JFSSAI100	JFSSAI116	521092	981.10	622.17	514.67	2,117.94
		JFSSAI102	JFSSAI100	426053	0.00	(23.31)	(15.54)	(38.85)
		JFSSAI102	JFSSAI100	501001	8,784.47	8,992.19	9,515.68	27,292.34
		JFSSAI102	JFSSAI100	510050	5.55	0.00	8.62	14.17
		JFSSAI102	JFSSAI100	521092	230.80	146.36	121.08	498.24
				Total:	49,507.41	47,863.16	124,655.67	222,026.24
TANF Regular JFSCATFR								
	JFSCTF24 - 3V60	JFSFA104		510051	8,790.87	1,316.83	0.00	10,107.70
		JFSFA170		426053	(392.06)	0.00	0.00	(392.06)
		JFSFA170		510050	9,924.28	1,344.26	4,426.06	15,694.60
		JFSFA171		510050	18,994.99	23,779.01	15,543.65	58,317.65
		JFSFA172		510050	9,485.42	10,015.84	7,680.84	27,182.10
		JFSFA242		510050	3,561.80	2,238.02	5,577.97	11,377.79
		JFSFA440		510050	13,552.00	768.00	0.00	14,320.00
		JFSSAI100	JFSSAI117	426053	0.00	(37.89)	(25.25)	(63.14)
		JFSSAI100	JFSSAI117	501001	14,276.75	14,614.32	15,465.11	44,356.18
		JFSSAI100	JFSSAI117	510050	9.03	0.00	14.01	23.04
		JFSSAI100	JFSSAI117	521092	375.10	237.87	196.77	809.74
		JFSSAI102	JFSSAI114	426053	0.00	(29.15)	(19.44)	(48.59)
		JFSSAI102	JFSSAI114	501001	10,984.53	11,244.26	11,898.87	34,127.66
		JFSSAI102	JFSSAI114	510050	6.95	0.00	10.78	17.73
		JFSSAI102	JFSSAI114	521092	288.60	183.02	151.39	623.01
		JFSSAI102	JFSSAI115	426053	0.00	(5.83)	(3.88)	(9.71)
		JFSSAI102	JFSSAI115	501001	2,196.11	2,248.05	2,378.92	6,823.08

Signature Page

Resolution No. 2024-04.16.m

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2015, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Christian Childrens Home of Ohio, Inc., CRC

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Christian Childrens Home of Ohio, Inc., CRC, 2685 Armstrong Rd., 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 December 1st, 2023 through November 30th, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Christian Childrens Home of Ohio, Inc., CRC

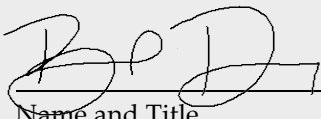
Prepared by: Brandi Downhour
cc: JFS / Budget Manager

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Christian Childrens Home of Ohio, Inc., CRC, hereinafter "Provider", whose address is:

Christian Childrens Home of Ohio, Inc., CRC
2685 Armstrong Rd
Wooster, OH 44691

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **12/01/2023** through **11/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's

competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code ([OAC](#)) [5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of

services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting

community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per

week basis.

- J. The Agency represents:
1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall

be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to

terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the

Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of

- f. the Agency;
Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
 - ODJFS
 - ATTN: Licensing
 - P.O. Box 183204
 - Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license,

certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.

3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).

- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this

Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to Christian Childrens Home of Ohio, Inc., CRC
2685 Armstrong Rd
Wooster, OH 44691

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrence of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs,

defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
- 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider

believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:

- a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
- b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.

2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the

statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article
Section: Article V - Provider Responsibilities
Detail: Article V
ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII
ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.

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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Christian Childrens Home of Ohio, Inc., CRC

Print Name & Title	Signature	Date
KEVIN R HEWITT PRESIDENT/CEO	Kevin R Hewitt	1/19/24

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Christian Childrens Home of Ohio, Inc., CRC / 604870

Run Date: 01/19/2024

Contract Period: 12/01/2023 - 11/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Children's Residential Center(10050)	49667			\$449.00	\$1.00							\$450.00	12/01/2023	11/30/2024



**A Contract regarding Christian Childrens Home of Ohio, Inc., CRD between
Job and Family Services and**

Approved on 1/22/2024 4:08:38 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 1/22/2024 4:37:29 PM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

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01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24002080 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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CHRISTIAN CHILDREN'S HOME OF
OHIO
2685 ARMSTRONG RD
WOOSTER, OH 44691

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2179	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/09/2024	2935	01/09/2024	JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$5,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/09/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$5,000.00

Vendor Copy



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Christian Children's Home of Ohio, Inc. CRC**
Date: **1/19/2024 10:06:07 AM**

This search produced the following list of **4** possible matches:

Name/Organization	Address
Christian, Bert	5331 State Street
Christian, Rebecca	2208 Ferris Road
Christman, Bryan	2927 Carlton Road
Cochran, Dale	14022 State Route 68 South

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.

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 Christian
Childrens Home of Ohio, Inc., CRC

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:23:59 PM by Austin Lines,

Signature Page

Resolution No. 2024-04.16.n

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Christian
Childrens Home of Ohio, Inc., CRC

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Enterlock Corp dba Heaven Sent Homes.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Enterlock Corp dba Heaven Sent Homes. 5956 Sunridge Rd., Cincinnati, OH 45224 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective February 1st,2024 through January 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Enterlock Corp dba Heaven Sent Homes.

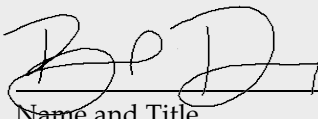
Prepared by: Brandi Downhour, Budget Manager
cc: JFS

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Enterlock Copr dba Heaven Sent Homes**
Date: **2/28/2024 10:06:16 AM**

This search produced the following list of **51** possible matches:

Name/Organization	Address
2 B Natural by Design Enterprises, Inc.	2059 Big Tree Drive
Academic Bridging Center	1566 Bending Willow Lane
Altair Learning Management I, Inc.	330 W Spring St
Altair Learning Management I, Inc.	Suite 102, 400 S. Fifth Street
Ashe Cultural Center	2125 Superior Ave.
ASHE Culture Center, Inc.	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue
Bentley, Lamont	1448 Crawford Rd.
Bentley, Verneda	9303 Shady Lake Lane, Apt. 105
Benton, Garrett	25 N. Limestone
BioEnterprise	110000 Cedar Avenue
Bright Ideas Management and Consulting	801 S. Copper Key Court
Carpenter, Berry	PO Box 69, 1580 State Route 56
Carpenter, Wanda	2008 Twp. Rd. 223
Chaney Cement Contractors	4500 Timber Ridge Dr.
Channel Learning Center	759 Lilly Landing Lane
Ellington Management Services	6581 Westminster Court
Gentile, Anthony	2900 Bailey St NW
Greater Educational Service Center, Phoenix Village Academy P2	5455 North Marginal Road, Suite 521
Greater Educational Service Center, Phoenix Village Academy S1	5455 North Marginal Road, Suite 521
Impact Enterprises	37 Pointsvie Avenue
Independent Cable	2301 Stoney Run Trail
Institute of Charter School Management and Resources	368 South Patterson Boulevard
Institute of Management and Resources	368 South Patterson Blvd.
Institute of Management and Resources	368 South Patterson Boulevard

Name/Organization	Address
Institute of Management and Resources, Inc.	118 W. 1st Street, Suite 620
Institute of Management and Resources, Inc.	368 South Patterson Blvd.
Institute of Management and Resources, Inc.	368 South Patterson Boulevard
Institute of Management and Resources, Inc.	368 South Patteson Blvd.
Latter Enterprise	4001 Foskett Road
Latter Enterprise Inc.	4001 Foskett Road
Latter Enterprise, Inc.	4001 Foskett Road
Lincoln Park Tutoring Center	2968 Bretton Woods Drive
Luv Worx Entertainment	PO Box 247274
MGL Enterprises, Inc.	5365 Valley Woods Drive
Mt. Calvary Pentecostal Church	1812 Oak Hill Avenue
MUG Entertainment	711 West Wenger Road, Apt. 185
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive
Ohio Plan Risk Management, Inc.	P.O. Box 2083
Ohio Works First Program, Prevention, Retention and Contingency	
Scholarts Preparatory and Career Center for Children	PO Box 360895
Somali Development Agency/Americom	4312 Westport Road
Talented Tenth Leadership Academy for Boys	867 Mt. Vernon Rd.
Talented Tenth Leadership Academy for Girls	112 Jefferson Avenue
Unimicro, Inc., Mr. Benedict Uguru, President	1463 Warrensville Center Road #106
Urban Management and Development	1408 Clifton Ave.
Valentine, Jennifer	3 Bennett Lane Unit 3A
Wharton Rentals	82 N. Court St.
Wright (AHRMS Management Company), Marcus	
Youth Empowerment	1500 West 3rd Street

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Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Enterlock Corp dba Heaven Sent Homes, hereinafter "Provider", whose address is:

Enterlock Corp dba Heaven Sent Homes
5956 Sunridge Dr
Cincinnati, OH 45224

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
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ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
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ARTICLE XXIX.	PROPERTY OF AGENCY
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ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2024** through **01/31/2025**, 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.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any

disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services to be included in the Agency approved *per diem*.

- C. Provider agrees to deliver aftercare support as described in Article IV.
 - D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
 - E. Provider agrees that all caregivers must be approved by the Agency.
 - F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
 - G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
 - H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
 - I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).
- Emergency situations include but are not limited to the following:
- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal

meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).

- X. The Provider agrees to adhere to the following *Medical/Medication* guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the

school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare

support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the

Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 1. Improper or inappropriate activities;
 2. Loss of required licenses;
 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.

- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial

or otherwise, that may accrue because of noncompliance with this provision.

- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Enterlock Corp dba Heaven Sent Homes
5956 Sunridge Dr
Cincinnati, OH 45224

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing,

executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its

employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control – follow form primary; and
 - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

- 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
- 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
- 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
- 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a

- similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters

5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should

the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be

made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.

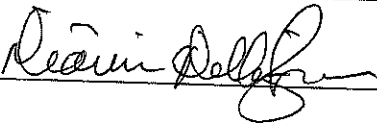
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative 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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Enterlock Corp dba Heaven Sent Homes

Print Name & Title	Signature	Date
DIANN Dillingham		2/23/24

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



A Contract regarding Enterlock Corp dba Heaven Sent Homes between Job and Family Services and

Approved on 4/2/2024 9:18:47 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:40:05 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24003613 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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ENTERLOCK CORP
HEAVEN SENT HOMES
7416 POLO SPRINGS CT
FAIRFIELD, OH 45014

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		3899	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
03/15/2024	13942		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$15,000.00	\$15,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/15/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$15,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$15,000.00

Vendor Copy



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All Words 

Exact Phrase 

e.g. 1606N020Q02

"Enterlock Corp dba Heaven Sent Homes"



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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 Enterlock Corp
dba Heaven Sent Homes.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:26:03 PM by Austin Lines,

Signature Page

Resolution No. 2024-04.16.o

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Enterlock Corp
dba Heaven Sent Homes

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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 Counseling & Treatment Centers.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers, 1705 S 3rd St., Columbus, OH 43207 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective February 1st,2024 through January 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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All Words e.g. 1606N020Q02

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All Domains



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Simple Search

Search Editor

Any Words 

- All Words ⁱ
- Exact Phrase ⁱ

e.g. 1606N020Q02

"Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers" ×

Federal Organizations

Enter Code or Name ▼



Status



- Active
- Inactive

Reset ↻



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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Gordell Enterprises LLC dba ASUR Counseling & Treatment Center**
Date: **2/8/2024 1:44:14 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Gregory, Winnie	8047Hamilton Street NW

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

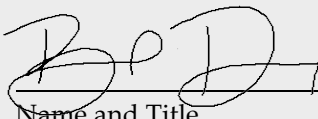
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24003498 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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GORDRELL ENTERPRISES LLC
ASUR COUNSELING & TREATMENT
CENTERS
5150 E MAIN ST (LOWER LEVEL)
COLUMBUS, OH 43213

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		3763	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
03/11/2024	18118		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$35,000.00	\$35,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$35,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/11/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$35,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$35,000.00

Vendor Copy

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers, hereinafter "Provider", whose address is:

OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers
1705 S 3rd St
Columbus, OH 43207

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2024** through **01/31/2025**, 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.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for

routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
- 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
- 7. School Expulsion / Suspension (formal action by school);
- 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
- 9. Victim of assault, neglect, physical or sexual abuse; and
- 10. The filing of any law enforcement report involving the child.

- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.

- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan

development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/

non-reimbursable cost.

- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.

- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice

of termination to the Provider under the following circumstances:

1. Improper or inappropriate activities;
 2. Loss of required licenses;
 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to

release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA),

private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";

3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers
1705 S 3rd St
Columbus, OH 43207

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;

2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting

coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history,

relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article
Section: Article V - Provider Responsibilities
Detail: Article V
ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII
ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.

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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers

Print Name & Title	Signature	Date
Tomika Gordon CEO	Tomika Gordon	02/08/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: OhioMHAS - Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers / 28999742

Run Date: 02/08/2024

Contract Period: 02/01/2024 - 01/31/2025

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
Children's Residential Center	7678216			\$400.00	\$300.00							\$700.00	02/01/2024	01/31/2025



A Contract regarding Gordell Enterprises dba ASUR Counseling and Treatment Center between Job and Family Services and

Approved on 4/2/2024 9:19:41 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:40:54 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Gordell Enterprises LLC dba ASUR Counseling & Treatment Centers.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:29:42 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.16.p

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 Counseling & Treatment Centers

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Mary Hill Youth and Family Center.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Mary Hill Youth and Family Center. 1950 Mount Saint Marys Drive, Nelsonville, OH 45764 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective January 1st,2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Mary Hill Youth and Family Center.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Mary Hill Youth and Family Center, hereinafter "Provider", whose address is:

Mary Hill Youth and Family Center
1950 Mount Saint Marys Dr
Nelsonville, OH 45764

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

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 **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and

3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by

the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the

Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the

children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster

- homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 4. JFS 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Mary Hill Youth and Family Center
1950 Mount Saint Marys Dr
Nelsonville, OH 45764

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
 - 1. Additional insured endorsement;
 - 2. Product liability;
 - 3. Blanket contractual liability;

4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#), 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

There are no attachments associated with this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Mary Hill Youth and Family Center

Print Name & Title	Signature	Date
Samantha Shafer, President / Chief Executive Officer	<small>DocuSigned by:</small> <i>Samantha Shafer</i> <small>578C7E2D94DD4EF...</small>	2/1/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Mary Hill Youth and Family Center / 28560395

Run Date: 01/30/2024

Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Mary Hill Youth and Family Center (20998)	7659064			\$596.00	\$36.00							\$632.00	01/01/2024	12/31/2024



A Contract regarding Mary Hill Youth and Family Center between Job and Family Services and

Approved on 4/2/2024 9:20:08 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:41:13 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Cease Using the Entity Management API for Reps and Certs Information
[Show Details](#)
Dec 13, 2023



See All Alerts

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Feb 22, 2024



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All Words

e.g. 1606N020Q02

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All Domains



Filter By




Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words 

All Words 

Exact Phrase 

e.g. 1606N020Q02

"Mary Hill Youth and Family Center" 

Federal Organizations



Enter Code or Name

Status

Active

Inactive

Reset



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Mary Hill Youth and Family Center**
Date: **2/28/2024 11:23:21 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Marchionda, Dominic	7886 Via Attilio
Markins, Edward	502 Patricia Drive
Marshall, Wendy	2549 Hard Road
Martin, Aaron	849 Oakfield Avenue
Martin, Christopher	5316 Springfield-Jamestown Road
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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.

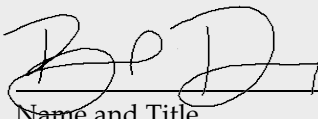
The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24002876 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

**B
I
L
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T
O**

JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

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INTEGRATED SERVICES FOR
BEHAVIORAL HEALTH
MARY HILL YOUTH & FAMILY CENTER
11 GRAHAM DR
ATHENS, OH 45701

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
740-594-6807		3075		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/09/2024	4103	02/09/2024		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	\$15,000.00	\$15,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 02/09/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$15,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$15,000.00

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 Mary Hill Youth and Family Center.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:31:21 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.16.q

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Mary Hill Youth
and Family Center

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and New Mercy Outreach, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with New Mercy Outreach, Inc, 1221 S Trimble Rd., Mansfield, OH 44907; and

WHEREAS, the purpose of the service agreement is to provide network placement and related services for children who are in the care and custody of the agency; and

WHEREAS, this agreement shall be effective December 1st, 2023 through November 30th, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for New Mercy Outreach, Inc.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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- Exact Phrase 

e.g. 1606N020Q02

"New Mercy Outreach" 

Federal Organizations

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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **New Mercy Outreach**
Date: **12/28/2023 1:09:43 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Anew Educational Services	11470 Euclid Ave. #170
Anew Educational Services	11470 Euclid Avenue #170
Helping Africans in a New Direction	6084 Busch Blvd. #4
New Opportunity Development and Management Services, Inc., c/o Mark Olds	38510 Flanders Drive
Newsome, Madison	10559 State Route 56

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

New Mercy Outreach, Inc., hereinafter "Provider", whose address is:

New Mercy Outreach, Inc.
1221F S Trimble Rd
Mansfield, OH 44907

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **12/01/2023** through **11/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

will not have sufficient funds to enable it to make all payments due hereunder during such period; and

3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#) and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
New Mercy Outreach, Inc.
1221F S Trimble Rd
Mansfield, OH 44907

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

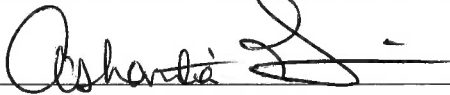
This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

Provider: New Mercy Outreach, Inc.

Print Name & Title	Signature	Date
ASHANTIA GINN, Executive Director		12-29-23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: New Mercy Outreach, Inc. / 27726748

Run Date: 12/28/2023
 Contract Period: 12/01/2023 - 11/30/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Level 1 - Family Foster Care (30427) FFH	7623813		\$35.00	\$45.66	\$18.70						\$99.36	12/01/2023	11/30/2024
Level 2 - Special Needs Foster Care (30428) SN	7623913		\$45.00	\$58.29	\$17.44	\$0.22					\$120.95	12/01/2023	11/30/2024
Level 3 - Exceptional Needs Foster Care (30429) EN	7623863		\$65.00	\$53.10	\$17.34			\$3.20			\$138.64	12/01/2023	11/30/2024



A Contract regarding New Mercy Outreach, Inc. between Job and Family Services and

Approved on 1/2/2024 1:52:49 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 1/16/2024 2:02:52 PM by Corey Clark, Director of Fairfield County Job & Family Services

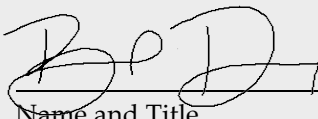
Corey Clark, Director
Fairfield County Job & Family Services

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001756 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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NEW MERCY OUTREACH INC
1221 S TRIMBLE ROAD
MANSFIELD, OH 44907

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1832	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	18045	01/01/2024	JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$5,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$5,000.00

Vendor Copy

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 New Mercy
Outreach, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:51:08 PM by Steven Darnell,

Signature Page

Resolution No. 2024-04.16.r

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and New Mercy
Outreach, Inc.

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Oesterlen Services For Youth, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Oesterlen Services For Youth, Inc. 1918 Mechanicsburg Rd., Springfield, OH 45503 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective February 1st,2024 through January 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Oesterlen Services For Youth, Inc.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Oesterlen Services For Youth, Inc, hereinafter "Provider", whose address is:

Oesterlen Services For Youth, Inc
1918 Mechanicsburg Rd
Springfield, OH 45503

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **02/01/2024** through **01/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Oesterlen Services For Youth, Inc
1918 Mechanicsburg Rd
Springfield, OH 45503

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#), as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article
Section: Article I - Scope of Placement Services
Detail: Article I
SECTIONS 1.02 & 1.03, References to Exhibit I
Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article
Section: Article V - Provider Responsibilities
Detail: Article V
ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:
For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article
Section: Article VIII - Reimbursement for Placement Services
Detail: Article VIII
ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.

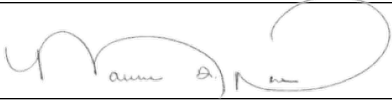
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative 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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Oesterlen Services For Youth, Inc

Print Name & Title	Signature	Date
Maurice D. Ware, CEO		02.08.2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Oesterlen Services For Youth, Inc / 3853894

Run Date: 02/08/2024

Contract Period: 02/01/2024 - 01/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intensive Treatment Units (20465)	393654			\$444.80	\$12.00							\$456.80	02/01/2024	01/31/2025

Oesterlen Services For Youth, Inc.
Substitute Care Program Per Diem Ratesⁱ-
July 1, 2024 through June 30, 2025

Service	IV-E Provider #	Per* Diem ⁱⁱ	Maint. ⁱⁱⁱ	Admin.	Non-Medicaid Rate ^{iv}
Intensive Treatment Units Boys and Girls ages 12-18 BOYS Full Spectrum --MH, DD, JSO GIRLS Full Spectrum MH, DD, JSO	20465	\$502.48	\$482.48	\$20.00	Ck With Fiscal ----- \$502.43 Usually
Residential 1:1—Negotiated based on Client need.					
Under Development--FFPSA Aftercare Service Supports by Direct Care Staff & / or Clinician: Phone, Travel, Direct Supports					
Treatment Foster Care (Age Birth to 18)					
Baby Rate Foster Care - All Levels of Care Oesterlen Add'l Charge for Baby when baby under custody of Foster Child (Bio-Mother).	Not Assigned	\$21.99	\$14.00	\$7.99	For Foster Care and TL if a Medicaid Card is not available all Medical, Dental, Vision, Pharmaceutical & Therapeutic Care is responsibility of Placing Entity
Oesterlen Traditional Foster Care	30417	\$88.00	\$38.00	\$50.00	
Oesterlen Special Foster Care	30262	\$90.75	\$40.75	\$50.00	
Oesterlen Exceptional I Foster Care	30263	\$114.40	\$64.40	\$50.00	
Oesterlen Exceptional II Foster Care	30264	\$148.50	\$98.50	\$50.00	
Respite Resource Center (RRC)	RR Center is not a 4-E Program \$20.00 an hour and overnight is \$250.00 a day				
Wraparound (WA) or Service Coordination (SC) Respite	WA / SC are not 4E Programs. \$65 / hour				
Mental Health Services (Accepting Medicaid, Private Ins. & Self Pay)	Rates vary but typically are as approved by Medicaid or Private Insurance.				

Residential and Foster Care referral materials address to:

Primary: Becky Campana, Director
Cell: (937) 621-9104

Main: 937.399.6101 x185;
intake@oesterlen.org;

Fax: 937-399-6609

ⁱ Title 4-E Maintenance & Administration rates are subject to change upon issuance of the Title 4-E Rates in April by ODJFS.

ⁱⁱ Clients beyond the usual and customary level of difficulty, or clients without Medicaid coverage, will be considered at rates to be negotiated on a case-by-case basis.

ⁱⁱⁱ Ceilings are not set by ODJFS for Foster Care Maintenance

^{iv} The established Non-Medicaid Rates cover all behavioral health treatment. Medical, Dental, Vision and Pharmaceutical care are billed

*Per Diems are subject to re-negotiation given Ohio 4E Cost Report changes and pending / anticipated state and federal legislative changes (i.e., Medicaid, Managed Care, "Keeping Kids in Families" pending federal legislation and others not known at this written.



A Contract regarding Oesterlen Services for Youth between Job and Family Services and

Approved on 4/2/2024 9:19:11 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:40:34 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Cease Using the Entity Management API for Reps and Certs Information Show Details
Dec 13, 2023



See All Alerts

Entity Validation Processing Show Details
Feb 6, 2024



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Simple Search

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Any Words 

- All Words ⁱ
- Exact Phrase ⁱ

e.g. 1606N020Q02

"Oesterlen Services For Youth, Inc." ×

Federal Organizations

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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Oesterlen Services for Youth, Inc.**
Date: **2/8/2024 9:16:22 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

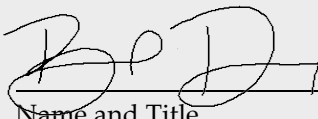
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24002847 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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OESTERLEN SERVICESFOR YOUTH
INC
1918 MECHANICSBURG RD
SPRINGFIELD, OH 45503

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
937-399-6101		3037		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/08/2024	928	02/08/2024		JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$20,000.00	\$20,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 02/08/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$20,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$20,000.00

Vendor Copy

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 Oesterlen Services For Youth, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:40:23 PM by Austin Lines,

Signature Page

Resolution No. 2024-04.16.s

A Resolution Authorizing the Approval of a Service Agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Oesterlen
Services For Youth, Inc.

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Ohio Guidestone.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Ohio Guidestone, 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 1st, 2024 through December 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Ohio Guidestone.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

OhioGuidestone, hereinafter "Provider", whose address is:

OhioGuidestone
202 E Bagley Rd
Berea, OH 44017

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to 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;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.


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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: OhioGuidestone

Print Name & Title	Signature	Date
Brant Russell President & CEO		2/27/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: OhioGuidestone / 24294

Run Date: 02/02/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Medically Fragile - Level 2 (30142)-Med Frag	107662			\$63.92	\$51.45							\$115.37	01/01/2024	12/31/2024
Medically Fragile - Level 3 (30392)-Med Frag	3657663			\$73.38	\$58.80							\$132.18	01/01/2024	12/31/2024
Medically Fragile - Level 4 (30393)-Med Frag	3655664			\$132.30	\$106.05							\$238.35	01/01/2024	12/31/2024
Residential Treatment Program (RTP) (20071)	517631			\$666.75								\$666.75	01/01/2024	12/31/2024
Secure Treatment Center (20184)	515631			\$937.13								\$937.13	01/01/2024	12/31/2024
Therapeutic Foster Care (30143)-Excpt Need	107663			\$123.56	\$98.70							\$222.26	01/01/2024	12/31/2024
Treatment Foster Care - Level 1 (30004)-Spec Need	375636			\$38.27	\$30.45							\$68.72	01/01/2024	12/31/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: OhioGuidestone / 24294


Run Date: 02/02/2024
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care - Level 2 (30302)-Spec Need	377649			\$50.04	\$39.90							\$89.94	01/01/2024	12/31/2024
Treatment Foster Care Add-On for Baby (30394)-EN	3655666			\$13.85	\$11.55							\$25.40	01/01/2024	12/31/2024
Treatment Foster Care-Level 3 (30326)-Spec Need	375638			\$74.75	\$59.85							\$134.60	01/01/2024	12/31/2024
Treatment Foster Home - Sibling Add-On (30421)-Med Frag	6853663			\$42.77	\$34.65							\$77.42	01/01/2024	12/31/2024

Ohio Department of Job and Family Services	
AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION	
OF	
CHILD PLACEMENT	
Amendment Number:	1
Amendment Reason:	Additions to Base Contract
Amendment Begin Date:	01/01/2024
Amendment End Date:	12/31/2024
Increased Amount:	N/A
Article Name:	Agency Responsibilities; Reimbursement for Placement Services; Termination; Breach and Default
Amendment Reason Narrative:	<p>ADDENDUM TO MASTER CONTRACT</p> <p>Add the following language to the corresponding Sections of the Master Contract:</p> <p>ARTICLE VI: AGENCY RESPONSIBILITIES</p> <p>Section H – The Agency agrees to promptly remove a client upon Provider’s request if the mental, emotional, or physical condition of the client requires a level of care Provider is unable to provide or if the health, safety, or welfare of the client, another resident, or an employee requires a discharge. In these cases, Provider will contact Agency immediately and provide an expected timeframe for discharge, to be no less than three (3) days. If Provider determines that it needs to increase staffing levels for the client’s or staff’s safety, Provider shall bear the cost of this increase in staffing levels for a period of five (5) days to allow Agency to find an alternative placement. If the period needs to extend beyond five (5) days, the Agency Director or designee and Provider shall within two (2) working days negotiate for a higher rate to sustain the staffing levels required until the client can be moved.</p> <p>Section L – The Agency agrees to ensure that each child placed will come to the placement with one week’s worth of current seasonal clothing sufficient for school wear, casual wear, sleep wear, shoes, and outerwear.</p> <p>ARTICLE VIII: REIMBURSEMENT FOR PLACEMENT SERVICES</p>

	<p>Section B – The rates listed in Schedule A are adjusted annually. Provider will notify Agency of any rate change in writing by providing a revised Schedule A. Any adjusted rates will be incorporated into this Agreement for new and current placements only upon written agreement of the parties.</p> <p>Medically necessary behavioral health/SUD services are not covered by the per diem rates and Medicaid changed rates as of 1/1/18 with Behavioral Health Redesign implementation. As of this date, rates will follow Medicaid's established rate schedule. Placing agency is responsible for payment for medically necessary behavioral health/SUD services not covered by Medicaid or other third party insurers.</p> <p>Section J – By verbal agreement of the parties, the Agency will pay the per diem for up to five (5) days when a child is hospitalized, provided the care givers are available for the child during hospitalization; when a child is AWOL; or when a child is on a short-term visit with his/her family. The caregivers must be available to accept the child back into placement upon return from the temporary leave. The Agency will not provide payment beyond five (5) days without a written agreement between the parties. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.</p> <p>ARTICLE IX – TERMINATION; BREACH AND DEFAULT</p> <p>Section B – If Agency Materially Breaches this Agreement (e.g., failure to make payment within thirty (30) days), Provider may consider Agency in default. Provider agrees to give Agency thirty (30) days written notice specifying the nature of the default and its intention to terminate. If Agency fails to cure the default within the thirty (30) day notice period, Provider may terminate this Agreement immediately at the end of the thirty (30) days.</p> <p>Effective Date 01/01/2024</p>
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Signature of Parties:

<p>Provider:</p> <p></p> <hr/> <p>Brant Russell, President & CEO</p> <p>Date: <u>2/27/2024</u></p>	<p>Agency:</p> <hr/> <p>Name: _____</p> <p>Date: _____</p>
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A Contract regarding Ohio Guidestone between Job and Family Services and

Approved on 3/4/2024 7:59:26 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 3/4/2024 8:32:49 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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"Ohio Guidestone" ×

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88 East Broad Street
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Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ohio Guidestone**
Date: **2/5/2024 6:37:12 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).

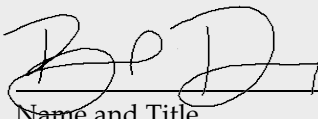
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001624 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 000

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OHIO GUIDESTONE
434 EASTLAND RD
BEREA, OH 44017

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1713	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	13731	01/01/2024	JOB & FAMILY SERVICES
NOTES			

OHIO START

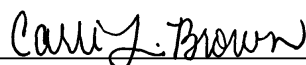
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	OHIO START	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: 01/01/2024



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

Vendor Copy

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 Ohio Guidestone.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:37:03 PM by Austin Lines,

Signature Page

Resolution No. 2024-04.16.t

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

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Ohio Teaching Family Association.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Ohio Teaching Family Association. 4020 Waterville Swanton Rd. 300, Swanton, OH 43558 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective April 1st,2024 through March 31st, 2025; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Ohio Teaching Family Association.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Ohio Teaching Family Association, hereinafter "Provider", whose address is:

Ohio Teaching Family Association
4020 Waterville Swanton Rd 300
Swanton, OH 43558

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
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ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2024** through **03/31/2025**, 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.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in “I and J” above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child’s assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child’s case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days’ notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child’s Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider’s contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to Ohio Teaching Family Association
4020 Waterville Swanton Rd 300
Swanton, OH 43558

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 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 for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). 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 \$250.00 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 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)652-7889 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)-652-7889 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.

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.


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).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Ohio Teaching Family Association

Print Name & Title	Signature	Date
Jonathan Arnold - Business Manager		3-11-24

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Ohio Teaching Family Association / 24419

Run Date: 03/09/2024
 Contract Period: 04/01/2024 - 03/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Doug & Sylvia Lee GROUP Home (20396)	107845			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025

Title IV-E Schedule A Rate Information

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Doug & Sylvia Lee GROUP Home (20396)	107845			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Doug & Sylvia Lee GROUP Home (20396)	107845			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025

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Farris GROUP Home(20444)	107847			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Farris GROUP Home(20444)	107847			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025

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Hartman GROUP Home(20525)	107848			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Hartman GROUP Home(20525)	107848			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025

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Jackson Group Home (20815)	4541664			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Jackson Group Home (20815)	4541664			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025

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Porter Group Home (20853)	65151			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Porter Group Home (20853)	65151			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$372.00	\$28.00					\$10.00		\$410.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$372.00	\$28.00							\$400.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$422.00	\$28.00					\$10.00		\$460.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$422.00	\$28.00							\$450.00	04/01/2024	03/31/2025

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Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Ohio Teaching Family Association / 24419

Run Date: 03/09/2024
 Contract Period: 04/01/2024 - 03/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Waller Group Home (20796)	3565663			\$472.00	\$28.00					\$10.00		\$510.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$472.00	\$28.00							\$500.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$522.00	\$28.00					\$10.00		\$560.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$522.00	\$28.00							\$550.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$572.00	\$28.00					\$10.00		\$610.00	04/01/2024	03/31/2025
Waller Group Home (20796)	3565663			\$572.00	\$28.00							\$600.00	04/01/2024	03/31/2025



A Contract regarding Ohio Teaching Family Association between Job and Family Services and

Approved on 4/2/2024 9:20:19 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 4/2/2024 12:41:37 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



Important Reqs and Certs Update Show Details

Mar 1, 2024



See All Alerts

Entity Validation Processing Show Details

Mar 19, 2024



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Data Services

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Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

Any Words 


All Words 

Exact Phrase 

e.g. 1606N020Q02

"Bunker Hill Haven for Boys" 

"Home of Journeys, LLC" 

"National Youth Advocate Program" 

"Ohio Teaching Family Association" 

Federal Organizations



Status



- Active
- Inactive

Reset



No matches found

Your search did not return any results.

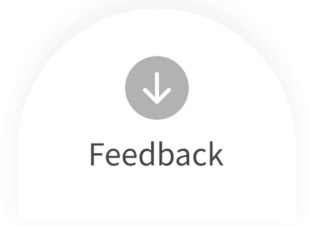
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Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Ohio Teaching Family Association**
Date: **3/30/2024 11:39:26 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).

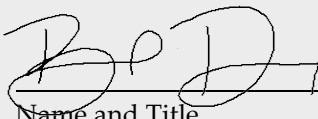
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ROUTING FORM FOR CONTRACTS

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

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

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24001326 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

Revisions: 001

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THE OHIO TEACHING FAMILY
ASSOCIATION
PO BOX 300
SWANTON, OH 43558

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
419-825-3440		1386		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2024	14262	01/01/2024		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	\$81,000.00	\$81,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$81,000.00 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: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

Total Ext. Price	\$81,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$81,000.00

Vendor Copy

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 Ohio Teaching Family Association.

(Fairfield County Job and Family Services)

Approved as to form on 4/10/2024 1:52:52 PM by Austin Lines,

Signature Page

Resolution No. 2024-04.16.u

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

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

WHEREAS, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

NOW THEREFORE,

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

Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12201807-434007 REIMCS (Reimbursement from Children Services)

\$ 260,053.65

This amount represents costs owed to the PA fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the Children Services division.

2024-04.16.v

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

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$ 260,053.65

Subject to final quarterly reconciliation from ODJFS

Prepared by: Josh Crawford, Deputy Director of JFS Finance

Cc: JFS Finance

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
 Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
Adult Protective Service JFSCAAPS								
	JFSSSF24 - GRF	JFSFA776		510050	720.00	160.44	235.22	1,115.66
		JFSSAS700	JFSSAS723	426053	(10.90)	(21.00)	(43.21)	(75.11)
		JFSSAS700	JFSSAS723	501001	27,371.79	27,482.22	28,367.83	83,221.84
		JFSSAS700	JFSSAS723	510050	0.00	0.00	23.37	23.37
		JFSSAS700	JFSSAS723	521092	1,077.01	1,092.72	1,038.16	3,207.89
		Total:			29,157.90	28,714.38	29,621.37	87,493.65
Benefit Bridge Non-TANF JFSCABNT								
	JFSSSF23 - GRF	JFSFA679		510050	0.00	0.00	5,500.00	5,500.00
		JFSFA681		510050	314.42	592.48	192.93	1,099.83
		JFSFA683		510050	0.00	0.00	248.82	248.82
		JFSFA686		510050	1,540.25	0.00	650.00	2,190.25
		JFSFA688		510050	1,145.00	0.00	0.00	1,145.00
		JFSSAI105	JFSSAI126	426053	0.00	(17.48)	(11.66)	(29.14)
		JFSSAI105	JFSSAI126	501001	6,588.35	6,744.14	7,136.76	20,469.25
		JFSSAI105	JFSSAI126	510050	4.17	0.00	6.46	10.63
		JFSSAI105	JFSSAI126	521092	173.10	109.77	90.81	373.68
		Total:			9,765.29	7,428.91	13,814.12	31,008.32
Benefit Bridge TANF Admin JFSCABTA								
	JFSCTF23 - 3V60	JFSFA674		510050	0.00	197.98	247.85	445.83
		JFSSAI105	JFSSAI124	426053	0.00	(26.23)	(17.48)	(43.71)
		JFSSAI105	JFSSAI124	501001	9,884.50	10,118.22	10,707.27	30,709.99
		JFSSAI105	JFSSAI124	510050	6.25	0.00	9.70	15.95
		JFSSAI105	JFSSAI124	521092	259.70	164.69	136.24	560.63
		Total:			10,150.45	10,454.66	11,083.58	31,688.69
Benefit Bridge TANF Reg JFSCABTR								
	JFSCTF23 - 3V60	JFSFA660		510050	0.00	524.41	0.00	524.41
		JFSFA661		510050	2,310.00	5,185.00	4,147.25	11,642.25
		JFSFA662		510050	2,668.62	1,122.11	3,737.08	7,527.81
		JFSFA664		510050	0.00	100.66	0.00	100.66
		JFSFA667		510050	1,450.68	5,558.72	9,784.00	16,793.40
		JFSFA668		510050	550.00	688.50	502.25	1,740.75
		JFSFA669		510050	7,515.98	778.00	2,616.65	10,910.63
		JFSSAI105	JFSSAI125	426053	0.00	(8.75)	(5.84)	(14.59)
		JFSSAI105	JFSSAI125	501001	3,296.15	3,374.09	3,570.51	10,240.75
		JFSSAI105	JFSSAI125	510050	2.08	0.00	3.23	5.31

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
	JFSCCD24 - 3H70	JFSSAI500	JFSSAI501	521092	57.70	36.58	30.27	124.55
				Total:	19,171.28	19,371.92	8,860.80	47,404.00
Child Care Reimbursements JFSCACCS								
	JFSSSF24 - GRF	JFSFA319		510051	247.00	230.75	0.00	477.75
				Total:	247.00	230.75	0.00	477.75
Child Welfare Services JFSCACWS								
	JFSSSF24 - GRF	JFSSAS760		887500	0.00	0.00	(247,195.34)	(247,195.34)
		JFSSAS760	JFSSAS753	426053	(3.79)	(7.31)	(15.04)	(26.14)
		JFSSAS760	JFSSAS753	501001	9,522.15	9,560.57	9,868.64	28,951.36
		JFSSAS760	JFSSAS753	510050	0.00	0.00	8.13	8.13
		JFSSAS760	JFSSAS753	521092	374.67	380.13	361.15	1,115.95
		JFSSAS760	JFSSAS761	426053	(45.01)	(86.78)	(178.52)	(310.31)
		JFSSAS760	JFSSAS761	501001	113,061.09	113,517.26	117,175.27	343,753.62
		JFSSAS760	JFSSAS761	510050	0.00	0.00	96.54	96.54
		JFSSAS760	JFSSAS761	521092	4,448.67	4,513.55	4,288.20	13,250.42
		JFSSAS760	JFSSAS764	426053	(2.84)	(5.49)	(11.27)	(19.60)
		JFSSAS760	JFSSAS764	501001	7,142.86	7,171.68	7,402.78	21,717.32
		JFSSAS760	JFSSAS764	510050	0.00	0.00	6.10	6.10
		JFSSAS760	JFSSAS764	521092	281.06	285.15	270.92	837.13
		JFSSAS760	JFSSAS769	426053	(95.71)	(184.51)	(379.58)	(659.80)
		JFSSAS760	JFSSAS769	501001	240,402.92	241,372.87	249,150.90	730,926.69
		JFSSAS760	JFSSAS769	510050	0.00	0.00	205.29	205.29
		JFSSAS760	JFSSAS769	521092	9,459.25	9,597.24	9,118.07	28,174.56
		JFSSAS760	JFSSAS770	426053	(7.58)	(14.62)	(30.07)	(52.27)
		JFSSAS760	JFSSAS770	501001	19,044.29	19,121.12	19,737.30	57,902.71
		JFSSAS760	JFSSAS770	510050	0.00	0.00	16.26	16.26
		JFSSAS760	JFSSAS770	521092	749.34	760.27	722.32	2,231.93
		JFSSAS760	JFSSAS771	426053	(5.21)	(10.04)	(20.67)	(35.92)
		JFSSAS760	JFSSAS771	501001	13,091.07	13,143.89	13,567.44	39,802.40
		JFSSAS760	JFSSAS771	510050	0.00	0.00	11.18	11.18
		JFSSAS760	JFSSAS771	521092	515.10	522.61	496.52	1,534.23
		JFSSAS760	JFSSAS774	426053	(4.74)	(9.14)	(18.79)	(32.67)
		JFSSAS760	JFSSAS774	501001	11,901.43	11,949.45	12,334.51	36,185.39
		JFSSAS760	JFSSAS774	510050	0.00	0.00	10.16	10.16
		JFSSAS760	JFSSAS774	521092	468.29	475.12	451.40	1,394.81
		JFSSAS760	JFSSAS778	426053	(5.69)	(10.96)	(22.55)	(39.20)

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
 Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
Total:					(52,331.76)	(16,073.67)	0.00	(68,405.43)
FAET - 100% JFSCAFST								
	JFSCF124 - 3840	JFSSAI300	JFSSAI308	426053	0.00	(2.92)	(1.94)	(4.86)
		JFSSAI300	JFSSAI308	501001	1,100.03	1,126.04	1,191.59	3,417.66
		JFSSAI300	JFSSAI308	510050	0.70	0.00	1.08	1.78
		JFSSAI300	JFSSAI308	521092	28.90	18.32	15.16	62.38
Total:					1,129.63	1,141.44	1,205.89	3,476.96
Food Assistance Earnings JFSCAFSE								
	JFSSSF24 - 5B60	JFSFA163		471000	0.00	(27,232.40)	0.00	(27,232.40)
Total:					0.00	(27,232.40)	0.00	(27,232.40)
Food Assistance JFSCAFSP								
	JFSCFB24 - 3840	JFSSAI300	JFSSAI300	426053	0.00	(45.18)	(30.12)	(75.30)
		JFSSAI300	JFSSAI300	501001	17,022.87	17,425.39	18,439.82	52,888.08
		JFSSAI300	JFSSAI300	510050	10.77	0.00	16.70	27.47
		JFSSAI300	JFSSAI300	521092	447.26	283.64	234.64	965.54
		JFSSAI300	JFSSAI302	426053	0.00	(2.92)	(1.94)	(4.86)
		JFSSAI300	JFSSAI302	501001	1,098.06	1,124.03	1,189.46	3,411.55
		JFSSAI300	JFSSAI302	510050	0.70	0.00	1.08	1.78
		JFSSAI300	JFSSAI302	521092	28.85	18.30	15.14	62.29
Total:					18,608.51	18,803.26	19,864.78	57,276.55
	JFSOLS24 - GRF	JFSFA751		885500	8,803.88	8,803.88	8,803.88	26,411.64
Total:					8,803.88	8,803.88	8,803.88	26,411.64
Food Assistance Refunds JFSCAFSR								
	JFSSFB24B - 3840	JFSFA980		470604	(15,258.09)	(17,577.26)	(41,481.73)	(74,317.08)
Total:					(15,258.09)	(17,577.26)	(41,481.73)	(74,317.08)
Income Maintenance JFSCASIM								
	JFSFSF24 - GRF	JFSFA750		887500	(8,803.88)	(8,803.88)	(8,803.88)	(26,411.64)
		JFSSAI300	JFSSAI300	426053	0.00	(45.17)	(30.11)	(75.28)
		JFSSAI300	JFSSAI300	501001	17,022.87	17,425.38	18,439.82	52,888.07
		JFSSAI300	JFSSAI300	510050	10.76	0.00	16.69	27.45
		JFSSAI300	JFSSAI300	521092	447.24	283.62	234.61	965.47
		JFSSAI300	JFSSAI302	426053	0.00	(2.91)	(1.94)	(4.85)
		JFSSAI300	JFSSAI302	501001	1,098.05	1,124.02	1,189.46	3,411.53
		JFSSAI300	JFSSAI302	510050	0.69	0.00	1.07	1.76
		JFSSAI300	JFSSAI302	521092	28.85	18.28	15.13	62.26
Total:					9,804.58	9,999.34	11,060.85	30,864.77
Medicaid Incentives JFSCAMDI								

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
MCDFMT24 - 3F01		JFSSAI200	JFSSAI211	426053	0.00	(21.86)	(14.58)	(36.44)
		JFSSAI200	JFSSAI211	501001	8,236.43	8,431.19	8,922.02	25,589.64
		JFSSAI200	JFSSAI211	510050	5.21	0.00	8.08	13.29
		JFSSAI200	JFSSAI211	521092	216.41	137.24	113.53	467.18
		JFSSAI200	JFSSAI214	426053	0.00	(1.46)	(0.98)	(2.44)
		JFSSAI200	JFSSAI214	501001	550.02	563.03	595.80	1,708.85
		JFSSAI200	JFSSAI214	510050	0.35	0.00	0.55	0.90
		JFSSAI200	JFSSAI214	521092	14.46	9.17	7.59	31.22
		JFSSAI200X	JFSSAI210X	426053	0.00	(23.11)	(63.39)	(86.50)
		JFSSAI200X	JFSSAI210X	501001	3,454.70	3,810.95	4,076.90	11,342.55
		JFSSAI200X	JFSSAI210X	510050	0.00	0.00	35.27	35.27
		JFSSAI200X	JFSSAI210X	521092	728.77	519.44	357.22	1,605.43
Total:					66,136.39	66,788.59	70,631.24	203,556.22

Medicaid NET Federal JFSCAMNF

MCDFMT24 - 3F01		JFSFA850		510050	63,277.82	69,412.10	63,000.26	195,690.18
		JFSSAI200	JFSSAI217	426053	0.00	(11.66)	(7.78)	(19.44)
		JFSSAI200	JFSSAI217	501001	4,392.24	4,496.10	4,757.85	13,646.19
		JFSSAI200	JFSSAI217	510050	2.78	0.00	4.31	7.09
		JFSSAI200	JFSSAI217	521092	115.41	73.19	60.55	249.15
Total:					67,788.25	73,969.73	67,815.19	209,573.17

MCDST24 - GRF		JFSFA850		510050	63,277.82	69,412.09	63,000.26	195,690.17
		JFSSAI200	JFSSAI217	426053	0.00	(11.65)	(7.76)	(19.41)
		JFSSAI200	JFSSAI217	501001	4,392.23	4,496.09	4,757.83	13,646.15
		JFSSAI200	JFSSAI217	510050	2.77	0.00	4.31	7.08
		JFSSAI200	JFSSAI217	521092	115.39	73.17	60.53	249.09
Total:					67,788.21	73,969.70	67,815.17	209,573.08

Medicaid Refunds JFSCAMDR

MCDFMP24 - 3F01		JFSFA985		451502	(342.86)	(100.00)	(11,122.81)	(11,565.67)
		Total:					(342.86)	(100.00)

Medicaid Unwinding Regular JFSCAMUR

JFSSSTFO - 5CV3		JFSFA229		501001	2,869.96	0.00	0.00	2,869.96
		JFSSAI203	JFSSAI229	426053	0.00	(46.63)	(31.09)	(77.72)
		JFSSAI203	JFSSAI229	501001	17,572.89	17,988.40	19,035.62	54,596.91
		JFSSAI203	JFSSAI229	510050	11.11	0.00	17.23	28.34
		JFSSAI203	JFSSAI229	521092	461.70	292.79	242.20	996.69
Total:					20,915.66	18,234.56	19,263.96	58,414.18

Non-Reimbursable Expenditures JFSCANNR

LAA23 - Fairfield County Public Assistance

Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance
Quarter Ending: March 2024

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	January (Approved)	February (Approved)	March (Approved)	Total
TANF ADC Collections JFSCATAC								
	JFSSTF24B - 3V60	JFSFA912		451502	(382.86)	(140.00)	(469.00)	(991.86)
				Total:	(382.86)	(140.00)	(469.00)	(991.86)
TANF ADC Incentives JFSCAADC								
	JFSCTF24 - 3V60	jfsfa160		471000	0.00	(167.94)	0.00	(167.94)
				Total:	0.00	(167.94)	0.00	(167.94)
TANF Administration JFSCACC2								
	JFSCTF24 - 3V60	JFSFA120		510050	2,139.98	0.00	0.00	2,139.98
		JFSFA346		887500	0.00	0.00	11,604.73	11,604.73
		JFSFA348		887500	0.00	0.00	62,485.70	62,485.70
		JFSSAI100	JFSSAI116	426053	0.00	(99.10)	(66.06)	(165.16)
		JFSSAI100	JFSSAI116	501001	37,341.90	38,224.85	40,450.16	116,016.91
		JFSSAI100	JFSSAI116	510050	23.61	0.00	36.63	60.24
		JFSSAI100	JFSSAI116	521092	981.10	622.17	514.67	2,117.94
		JFSSAI102	JFSSAI100	426053	0.00	(23.31)	(15.54)	(38.85)
		JFSSAI102	JFSSAI100	501001	8,784.47	8,992.19	9,515.68	27,292.34
		JFSSAI102	JFSSAI100	510050	5.55	0.00	8.62	14.17
		JFSSAI102	JFSSAI100	521092	230.80	146.36	121.08	498.24
				Total:	49,507.41	47,863.16	124,655.67	222,026.24
TANF Regular JFSCATFR								
	JFSCTF24 - 3V60	JFSFA104		510051	8,790.87	1,316.83	0.00	10,107.70
		JFSFA170		426053	(392.06)	0.00	0.00	(392.06)
		JFSFA170		510050	9,924.28	1,344.26	4,426.06	15,694.60
		JFSFA171		510050	18,994.99	23,779.01	15,543.65	58,317.65
		JFSFA172		510050	9,485.42	10,015.84	7,680.84	27,182.10
		JFSFA242		510050	3,561.80	2,238.02	5,577.97	11,377.79
		JFSFA440		510050	13,552.00	768.00	0.00	14,320.00
		JFSSAI100	JFSSAI117	426053	0.00	(37.89)	(25.25)	(63.14)
		JFSSAI100	JFSSAI117	501001	14,276.75	14,614.32	15,465.11	44,356.18
		JFSSAI100	JFSSAI117	510050	9.03	0.00	14.01	23.04
		JFSSAI100	JFSSAI117	521092	375.10	237.87	196.77	809.74
		JFSSAI102	JFSSAI114	426053	0.00	(29.15)	(19.44)	(48.59)
		JFSSAI102	JFSSAI114	501001	10,984.53	11,244.26	11,898.87	34,127.66
		JFSSAI102	JFSSAI114	510050	6.95	0.00	10.78	17.73
		JFSSAI102	JFSSAI114	521092	288.60	183.02	151.39	623.01
		JFSSAI102	JFSSAI115	426053	0.00	(5.83)	(3.88)	(9.71)
		JFSSAI102	JFSSAI115	501001	2,196.11	2,248.05	2,378.92	6,823.08

Signature Page

Resolution No. 2024-04.16.v

A Resolution to Approve a Memo Receipt and Expenditure for Fairfield County Job & Family Services, Fund #2072, Reimbursing Fund #2018

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund (2072) Public Children Services, sub-fund (8182) EPIC Grant

WHEREAS, the General Fund approved an advance of \$154,399.00 (resolution 2022-12.13.bb) for Sub-Fund 8182; and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, Fairfield County Job and Family Services would like to extend the repayment date of April 15, 2024 to July 15, 2024; and

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

Section 1. That the Fairfield County Board of Commissioners' extend the repayment date to July 15, 2024 for:

EPIC Grant (Sub-Fund 8182) advance of \$154,399.00

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2024-04.16.w

A Resolution Authorizing the Approval to Extend the Repayment Date of an Advance of Funds, Fund #2072 Public Children Services, Sub-Fund #8182 EPIC Grant

(Fairfield County Job and Family Services)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

2024-04.16.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund # 2630 Special Projects.

WHEREAS, additional appropriations are needed in the major expenditure object category for fund# 2630, Special Projects; 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 17263000 Contractual Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$20,000.00

17263000-530000 Contractual Services

Signature Page

Resolution No. 2024-04.16.x

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2630 Special Projects

(Fairfield County Juvenile/Probate Court)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

2024-04.16.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court; Fund #2882 Annie E. Casey

WHEREAS, additional appropriations are needed in the major expenditure object category for fund# 2882, Annie E. Casey; 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:

\$364.68 17288200 Materials & Supplies

Prepared by: Alisha Hoffman
cc: Juvenile Court

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

\$364.68

17288200-560000 Materials & Supplies

Signature Page

Resolution No. 2024-04.16.y

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Juvenile Court, Fund #2882 Annie E. Casey

(Fairfield County Juvenile/Probate Court)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to amend the certificate, conversion of prior year 2023 encumbrance to current year appropriation, reduce current year appropriations for Juvenile Court – Annie E. Casey Fund# 2882

WHEREAS, prior year encumbrances were not used and have been cancelled; and

WHEREAS, these adjustments will also be presented to the Budget Commission and reflected against the Certificate of Estimated Resources; and

WHEREAS, this will ensure budgetary compliance.

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

Section 1. Request that the County Auditor to convert prior year 2023 appropriations to current budget year \$11.46 as follows:

2882 - 001000 \$11.46 PO# 23007757

Section 2. Request that the Fairfield County Commissioners appropriate from unappropriated funds into the following major expense object category:

17288200 Materials & Supplies \$11.46

For Auditor’s Office Use Only:

Section 2. *Request the Auditor to appropriate from unappropriated: \$11.46 17288200 - 560000 Materials & Supplies*

Section 3. *Request the Fairfield County Auditor on behalf of the Budget Commission, issue an adjusted Certificate reducing the carryover encumbrance by \$11.46 for Fund# 2882.*

Prepared by: Alisha Hoffman
Fairfield County Juvenile Court

Signature Page

Resolution No. 2024-04.16.z

A Resolution to Amend the Certificate, Conversion of Prior Year 2023 Encumbrance to Current Year Appropriation, Reduce Current Year Appropriations for Juvenile Court, Annie E. Casey Fund #2882

(Fairfield County Juvenile/Probate Court)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve the purchase of two additional Motorola dispatch consoles for the Sheriff's Office 911 Dispatch Center.

WHEREAS, The Fairfield County Sheriff's Office is asking for approval of an agreement with Motorola Solutions Inc. for the purchase of two additional dispatch consoles that are in addition to the existing consoles which was approved by the County Commissioners using resolution 2022-07.12.b; and

WHEREAS, The proposed project will provide two additional Motorola MCC7500E Radio consoles in the Dispatch Center. This will provide continued direct integration with the State of Ohio MARCS radio system which provides Radio service to all Public Safety Agencies in Fairfield County. The direct integration provides redundant and robust communication for all MARCS users; and

WHEREAS, This agreement includes the addition of the two consoles, implementation, warranty services, including the (optional) maintenance, support, and Lifecycle services; and

WHEREAS, The optional maintenance, support, and Lifecycle services will cover the yearly cost schedule as follows: year two 15,480.00; year three 15,990.00; year four 16,521.00; year five 17,100.00; totaling 65,091.00; and

WHEREAS, Two purchase orders totaling 226,818.00 have been secured. A purchase order for 161,727.00 (equipment) and 65,091.00 (contract services) in addition to all documentation is included.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached agreement with the Fairfield County Sheriff's Office and Motorola Solutions Inc.

**Prepared by: Mendi Rarey
Cc: Sheriff's Office**



FAIRFIELD COUNTY SHERIFF'S OFFICE

MCC 7500E DISPATCH CONSOLE POSITION ADD ON PROJECT

JANUARY 29, 2024

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

January 29, 2024

Joseph Morris
Information Technology/9-1-1 Coordinator
Fairfield County Sheriff's Office
345 Lincoln Ave.
Lancaster, Ohio 43130

Subject: MCC 7500E Dispatch Console Add On Positions

Dear Mr. Morris,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Fairfield County Sheriff's Office with a MCC 7500E dispatch console add on position project. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution provides:

- (2) MCC 7500E operator position(s)
- Implementation and warranty services
- Optional Maintenance, Support and Lifecycle Services.

This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement ("CSSA"), including the Maintenance, Support and Lifecycle Management Addendum and remains valid until April 22, 2024. The Fairfield County Sheriff's Office may accept this proposal by signing and returning a copy of the CSSA. Alternatively, Motorola would be pleased to address any concerns the Fairfield County Sheriff's Office has regarding this proposal. Any questions can be directed to Jaime Myers, Account Executive, at 937-701-8931 or jaime.myers@motorolasolutions.com.

Our goal is to provide the Fairfield County Sheriff's Office with the best product and services available in the communications industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,



Chris Hanes
Area Sales Manager - Ohio
Motorola Solutions Sales & Services, Inc.

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SECTION 1

SYSTEM DESCRIPTION

1.1 DISPATCH CONSOLE DESCRIPTION

The Fairfield County proposal includes the addition of two new MCC 7500E operator positions at the existing customer MCC 7500E dispatch site. The new positions will be installed in the existing dispatch room location with the items included below (see Equipment List section for detailed list):

- Two (2) New MCC 7500E Operator Position(s)
 - MCC 7500E Enhanced IRR
 - Accessories
 - New Monitors
 - Backup Power Supply for two (2) new operator positions
- Spares
 - One (1) CCHUB with Z2 G9 Mini Workstation

The MCC 7500 is a state-of-the-art console system that features an enhanced version of the intuitive, Graphical User Interface (GUI). It operates on the Microsoft Windows 10™ platform, and the screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text which maximizes productivity.

NOTE: Furniture is not proposed and is assumed to be provided separately by the County.

1.2 ASSUMPTIONS

- MCC 7500E Dispatch Position licenses are not included within this proposal. It is assumed that the Customer has enough licenses for the two (2) new operator positions that are being added.
- Backroom Equipment (such as: LAN Switches, Site controller, SDM 3000 AUX IO, Console Alias Manager, Site routers and CCGWs) is not included in this proposal. This is an existing dispatch and it is assumed that the backroom equipment is functioning properly.
- Only operator positions UPSs are provided in this proposal. Any extra backup power needs are the Customer's responsibility.
- Backup Consolettes/Antenna and Lines are not included in this proposal.
- Racks are not included in this proposal.
- Accessories for the spare operator position are not included. It is assumed that the existing dispatch site has spare accessories that can be reused.



SECTION 2

EQUIPMENT LIST

2.1 NEW DISPATCH POSITION EQUIPMENT LIST

The new add on dispatch position equipment includes:

Item No.	Qty	Nomenclature	Description
1	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2a	2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2c	2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
2d	2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2e	2	UA00658AA	ADD: SECURE OPERATION
2f	2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2g	2	UA00661AA	ADD: ENHANCED IRR
3	1	B1949	MCC 7500E SOFTWARE DVD
4	2	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
5	2	B1955	COMMANDCENTRAL HUB, BASIC MODEL
6	2	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
6a	2	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
6b	2	CA035.83AA	ADD: FOUR CABLES, POWER 24VDC
6c	2	CA03547AA	ADD: BRACKET, MOUNTING 2RU
6d	2	CA03572AA	ADD: CABLE RETENTION BRACKET
7	2	DS7Y7Q9U3	HP Z2 MINI G9 VESA MOUNT
8	12	B1952	SPEAKER, DESKTOP, USB
8a	4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
8b	4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
8c	12	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
9	2	B1951	MICROPHONE, DESKTOP, USB
9a	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
10	4	B1913	MCC SERIES HEADSET JACK
11	4	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
12	4	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
13	2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
14	2	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
15	2	T8806A	WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1

Item No.	Qty	Nomenclature	Description
16	1	TDN9841	MOUSE PADS 5 PACK
17	2	DSGXTT0500N015	UPS, GXT5 TOWER 500VA/500W, 120V, 15 MIN RUNTIME, SOFTWIRED
SPARES			
18	1	B1955	COMMANDCENTRAL HUB, BASIC MODEL
19	1	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
19a	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
19b	1	CA03572AA	ADD: CABLE RETENTION BRACKET
19c	1	CA03547AA	ADD: BRACKET, MOUNTING 2RU
20	1	DS7Y7Q9U3	HP Z2 MINI G9 VESA MOUNT

SECTION 3

STATEMENT OF WORK

3.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. The document delineates the general responsibilities between Motorola and Fairfield County Sheriff's Office, Ohio ("Customer") as agreed to by contract.

The proposed equipment connects to the Ohio MARCS system.

NOTE: All responsibilities which are noted as Customer responsibilities are items which the Customer must complete or ensure that Ohio MARCS will provide. In addition, the Customer is responsible for providing all approvals and memorandums of understanding, as needed, from Ohio MARCS to Motorola.

3.1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Conduct project kickoff meeting with the Customer to review project design and finalize requirements.
- Schedule the implementation schedule in agreement with the Customer. Coordinate the activities of all Motorola subcontractors under this contract.
- Provide the Customer with the appropriate system interconnect specifications.
- Define link specifications for each link required for the proposed system.
- Define electrical requirements for the operator position(s) to be installed in the Customer-provided facilities.
- Define heat load for the equipment to be installed in the Customer-supplied facilities.
- Administer safe work procedures for installation.
- Install the proposed new console operator positions in the existing dispatch room with existing operator positions and on desktop space provided by the Customer.
- Connect the console to the existing Customer-provided circuits.
- Connect the appropriate equipment to Customer-supplied ground system in accordance with Motorola's R56 Site Installation Standards.
- Perform the console programming, based on the console templates designed during the fleetmapping process jointly by Motorola and the Customer.
- Connect the Customer-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Integration of other third party products, not defined in this statement of work, is not included in this proposal.

- Ohio MARCS Master site:
 - Provide infrastructure related programming of the proposed dispatch operator position(s) into the Master site, as applicable.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the operator position(s) supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document issues that arise during the functional tests.
- Document the results of the acceptance tests and present to Customer for review.
- Resolve any punchlist items before Final Acceptance.

NOTE: It is assumed the proposed operator position(s) will be located in the existing room as the existing position(s). The proposed position(s) will utilize and interface to the existing backroom equipment as needed.

3.1.2 Customer Responsibilities

The Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The Customer's general responsibilities for the dispatch equipment are as follow:

- Customer will provide a dedicated delivery point for receipt, inventory, and temperature controlled, secure storage of equipment prior to installation.
- Coordinate the activities of all Customer vendors or other contractors, if applicable.
- Attend and participate in project meetings and reviews.
- Provide ongoing communication, as applicable, with Ohio MARCS regarding the dispatch console project and schedule.
- Provide existing dispatch site equipment which will be interfaced to the proposed position(s).
- Provide FCC licensing, if required.

NOTE: Antenna and line installation heights are assumed to be <20 feet. If greater than 20' any FCC licensing requirements are the responsibility of the Customer.

- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide third party products and interface if needed.
- Provide demarcation point located within 25 feet of the console interface.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.



- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20 Amp AC outlets—simplex with ground) for each major piece of equipment within six (6) feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's "Standards and Guidelines for Communication Sites" (R56). Ceiling [minimum nine (9) feet] and cable tray heights [minimum eight (8) feet] in the equipment rooms in order to accommodate seven (7)-foot, six (6)-inch equipment racks.
- Bring grounding system up to Motorola's "Standards and Guidelines for Communication Sites" (R56) and supply a single point system ground, of five (5) ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide floor space and desk space (including desk furniture, as needed) for the system equipment at the Customer-provided facilities.
- Relocate and/or removal of existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment, as well as between the backroom equipment room and dispatch position(s).
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks (resolve environmental or hazardous material issues).
- Provide console template and alias information as required for programming.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Any required system network link resources will be provided by Customer, per Motorola specifications for consoles to connect to the Ohio MARCS Master site.

3.2 PROJECT SCHEDULE

Motorola's preliminary schedule indicates total project implementation to be approximately 9-12 months pending supply chain availability at time of order placement. This preliminary schedule is included for informational purposes only and assumes that all Customer responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.



SECTION 4

WARRANTY / MAINTENANCE

4.1 WARRANTY SUPPORT SERVICES

The Year 1 services for the proposed new equipment include the same customized services as those that are separately contracted for the existing dispatch site.

Services proposed for add-on equipment assume and require the existing dispatch sites and system to separately include and be contracted for the same services and for the same duration as proposed.

NOTE: Post warranty maintenance, support and Lifecycle Services are optionally provided and include the same services as offered during year 1. See Optional Pricing noted within the pricing section.

As an Add On to Ohio MARCS all add-ons are required to align with the regular MARCS System Upgrade schedule through 2039.



SECTION 5

PRICING

5.1 PRICING SUMMARY

EQUIPMENT AND IMPLEMENTATION SERVICES SUMMARY	
(2) MCC 7500E Add On Console Position and Implementation Services	\$161,727.00
Optional: Advanced Plus Lifecycle Services with Managed Detection Response	\$65,091.00
Total System with Purchase by April 22, 2024	\$226,818.00

LIFECYCLE SERVICES	
Lifecycle Services - Year 2	\$15,480.00
Lifecycle Services - Year 3	\$15,990.00
Lifecycle Services - Year 4	\$16,521.00
Lifecycle Services - Year 5	\$17,100.00

5.2 PRICING TERMS AND CONDITIONS

- Prices quoted per Ohio State Term Schedule #573077-0.
- See attached Communications System and Services Agreement (CSSA) Exhibit B for payment terms.
- Pricing valid through April 22, 2024.

5.3 LIFECYCLE SERVICES

NOTE: Lifecycle Services proposed above are for maintenance and system upgrades after year 1. These services can be purchased with this proposal or as a separate purchase. As an Add On to Ohio MARCS all add-ons are required to align with the regular MARCS System Upgrade schedule through 2039.



SECTION 6

CONTRACTUAL DOCUMENTATION

Motorola's Communications System and Services Agreement, and Maintenance Support and Services Addendum are included on the pages that follow.



Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Fairfield County Board of Commissioners ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is ^{transferring} licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Ohio. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B
PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 50% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 50% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

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EXHIBIT C

Technical and Implementation Documents

Exhibit C Technical and Implementation Documents - *References in Proposal dated January 29, 2024 ("Proposal")

- C-1 "System Description" – see Proposal – Section 1
 - C-2 "Pricing Summary & Equipment List" - See Proposal - Sections 5 and Section 2, respectively
 - C-3 "Implementation Statement of Work" - See Proposal – Section 3
 - C-4 "Acceptance Test Plan" or "ATP" - See CSSA – Section 9
 - C-5 "Performance Schedule" - See Proposal - Section 3.2
- x
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- x
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EXHIBIT D

System Acceptance Certificate

Customer Name: Fairfield County Board of Commissioners

Project Name: Fairfield County Sheriff's Office - 2 MCC7500E Console Add

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 RENEWAL. This Agreement may renew for an additional one (1) year term on every anniversary of the Start Date upon mutual agreement of the parties. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the

worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if the Customer approves of these charges or expenses and has certified the availability of funds and appropriated the same as required under Ohio Rev. Code 5705.41(D)(1) prior to Motorola rendering the Services, Customer agrees to reimburse Motorola for the same. If Motorola fails to secure the Customer's antecedent approval prior to Motorola incurring these charges, Customer shall not be obligated to pay the resulting charges or expenses to Motorola..

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is 5 years, commencing on [REDACTED], 202[REDACTED]. The Lifecycle Management Price for the 5 years of services is \$65,091, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the 5 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 5 year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

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Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Fairfield County Board of Commissioners ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents - *References in Proposal dated January 29, 2024 ("Proposal")

C-1 "System Description" – see Proposal – Section 1

C-2 "Pricing Summary & Equipment List" - See Proposal - Sections 5 and Section 2, respectively

C-3 "Implementation Statement of Work" - See Proposal – Section 3

C-4 "Acceptance Test Plan" or "ATP" - See CSSA – Section 9

C-5 "Performance Schedule" - See Proposal - Section 3.2

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form,

being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. The protection and disclosure of Confidential Information is subject to the Ohio Public Records Act, O.R.C. Section 149.43.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the

option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or

recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$226,818.00**. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or

subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Fairfield County Board of Commissioners
Address: 210 E. Main St. Lancaster, Ohio 43130
Phone: 740-652-7090

E-INVOICE. To receive invoices via email:
Customer Account Number: 1000407313
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Fairfield County Sheriff's Office
Address: 345 Lincoln Ave. Lancaster, Ohio 43130

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: Fairfield County Sheriff's Office - Attention Joe Morris
Address: 345 Lincoln Ave. Lancaster, Ohio 43130
Phone: 740-652-7918

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may

inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced

product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. If the Parties mutually agree in writing to mediation, the Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days

after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Ohio. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. INTENTIONALLY OMITTED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to

defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services, and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

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Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

In addition, the protection and disclosure of Confidential Information is subject to the Ohio Public Records Act, O.R.C. Section 149.43.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly

impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Fairfield County Board of Commissioners

By: 

By: _____

Name: Chris Hanes

Name: _____

Title: Area Sales Manager - Ohio

Title: _____

Date: 04/09/2024

Date: _____

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1717

June 27, 2019



Motorola Solutions, Inc.
500 West Monroe Chicago, Illinois 60661

Jon Kochis
Fairfield County
240 Baldwin Dr
Lancaster, OH 43130

RE: Sole Source for Astro® 25 Infrastructure

Dear Mr. Jon Kochis:

Motorola Solutions, Inc. is a worldwide leader in Project 25 (P25) Public Safety communications and interoperability systems. Motorola's Astro® 25 infrastructure technology provides seamless, high-quality, best in class communications meeting and exceeding P25 standards.

The above referenced Astro® 25 products contain proprietary software and infrastructure developed and owned by Motorola. Expanding an existing Astro® 25 system requires Astro® 25 equipment. To provide complete software maintenance services for the products, another vendor would need access to Motorola's proprietary software source code. No other vendor has access to Motorola source code and Motorola has not authorized any dealer or other party to obtain such access.

Thank you for your continued support for Motorola. Let us know if we can provide any additional information.

Regards,

A handwritten signature in blue ink, appearing to read 'Chris Hanes', written over a light blue horizontal line.


Chris Hanes
Area Sales Manager, Ohio

ROUTING FORM FOR CONTRACTS

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

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

Signed this 4 day of April, 2024.



Name and Title

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24003128 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
800-247-2346		3357	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/23/2024	7002	02/22/2024		SHERIFF-ADMIN

NOTES

PO Requisitioner Name : Mendi Kay Rarey
E mail Address : mendi.rarey@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MOTOROLA CENTRACOM RADIO CONSOLE EXPANSION PROJECT - DISPATCH GL Account: 23100101 - 574000	1.0	EACH	\$161,727.00	\$161,727.00

GL SUMMARY
23100101 - 574000 \$161,727.00

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$161,727.00 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: 02/23/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$161,727.00**

For Department Use ONLY

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24004046 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

Revisions: 000

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MOTOROLA SOLUTIONS INC
13101 COLLECTIONS CENTER DR
CHICAGO, IL 60693

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
800-247-2346		4406	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
04/11/2024	7002	04/11/2024	SHERIFF-ADMIN
NOTES			

PO Requisitioner Name : Mendi Kay Rarey
E mail Address : mendi.rarey@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DISPATCH EXPANSION PROJECT. ADVANCED PLUS LIFECYCLE SERVICES WITH MANAGED DETECTION RESPONSE. YEAR 2 15480.00 YEAR 3 15990.00 YEAR 4 16521.00 YEAR 5 17100.00	1.0	EACH	\$65,091.00	\$65,091.00
	GL Account: 23100101 - 530000			\$65,091.00	
GL SUMMARY					
	23100101 - 530000			\$65,091.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$65,091.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/11/2024

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total **\$65,091.00**

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to approve the purchase of two additional Motorola dispatch consoles for the Sheriff's Office 911 Dispatch Center.

(Fairfield County Sheriff)

Approved as to form on 4/11/2024 4:44:58 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-04.16.aa

A Resolution to Approve the Purchase of Two Additional Motorola Dispatch Consoles for the Sheriff's Office 911 Dispatch Center

(Fairfield County Sheriff)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5044, Contractual Services.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5044, Contractual Services; 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:

\$160,000; 12504424, Contractual Services

Prepared by: Curtis W. Witham
cc: Utilities

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

\$160,000

5044; 12504424; 530000; Contractual Services

Signature Page

Resolution No. 2024-04.16.bb

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5044, Contractual Services

(Fairfield County Utilities Department)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5046, Contractual Services.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5046, Contractual Services; 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:

\$267,600; 12504626, Contractual Services

Prepared by: Curtis W. Witham
cc: Utilities

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

\$267,600

5046; 12504626; 530000; Contractual Services

Signature Page

Resolution No. 2024-04.16.cc

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Utilities; Fund #5046, Contractual Services

(Fairfield County Utilities Department)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5405, Contractual Services.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5405, Contractual Services; 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:

\$31,828.50; 12540529, Contractual Services

Prepared by: Curtis W. Witham
cc: Utilities

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

\$31,828.50

5405; 12540529; 530000; Contractual Services; Project Number SD038

Signature Page

Resolution No. 2024-04.16.dd

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5405, Contractual Services

(Fairfield County Utilities Department)

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

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

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

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of April 18, 2024; and

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office


INVOICES BY DEPARTMENT

04/18/2024 to 04/18/2024


Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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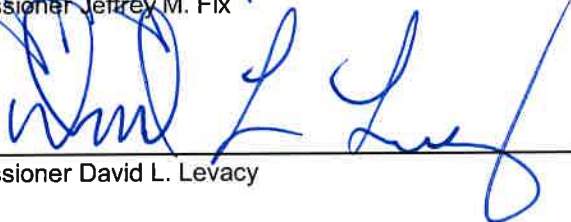
Summary Total for this report: **\$608,188.00**



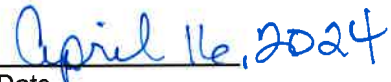
Commissioner Steven A. Davis



Commissioner Jeffrey M. Fix



Commissioner David L. Levacy



Date

Signature Page

Resolution No. 2024-04.16.ee

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.