

**Regular Meeting #17 - 2023**  
**Fairfield County Commissioners' Office**  
**April 25, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main Street, Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Jeff Fix, Dave Levacy, and Steve Davis. Also present: Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Tony Vogel, Raz Sabaiduc, Dennis Lowe, Marcy Fields, County Auditor, Dr. Carri Brown, Fairfield County Sheriff, Alex Lape, Deputy Norris, Deputy Waite, Deputy Hodder, Deputy Hummel, Vince Carpico, County Prosecutor, Kyle Witt, Amy Brown-Thompson, Steven Darnell, Corey Clark, Jason Grubb, Dan Neeley, Master Sergeant Johnson, GM1 DeBruler, Sergeant McKeegan, Private Mclean, County Clerk, Branden Meyer, Andrew Murray, Francis Martin, Barb Martin, Ray Stemen, and Yancy Shaw.

Attending virtually: Jeanie Wears, Park Russell, Shelby Hunt, Lisa McKenzie, Sara Madenwald, Lori Hawk, Jonathan Ferbrache, Greg Forquer, Jeff Barron, Lynette Barnhart, Tony Howard, Tiffany Murphy, Brian Wolfe, Jessica Murphy, Britney Lee, Becky, and Josh Horacek.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

Utilities Director, Tony Vogel, introduced Curtis Witham, the new Deputy Director of Finance for the Utilities department.

**Major Crimes Update**

South-Central Ohio Major Crimes Unit (SCMCU) Commander, Dennis Lowe, gave a presentation on personnel, activities, outreach, and plans for the Unit. The Commander provided a PowerPoint presentation which is available in the minutes.

Commander Lowe stated that SCMCU has ten sworn and two civilian personnel; and is a multi-county agency with over 94% of its activity occurring in Fairfield County. He provided statistics on drug and firearm seizures and stated that 293 individuals were indicted from 2018 - 2022.

Commissioner Davis inquired as to the weight of drugs that had been seized.

Commander Lowe provided additional details on drug seizures, the amounts seized, and the types of synthetics; he continued by speaking on the illicit use of electronic devices to conduct business and other activities. The Commander provided that SCMCU has had seventy-four fatal overdoses and has distributed more than 2000 Naloxone kits. He added that his unit is thankful for the collaborative efforts with other agencies such as ADAMH.

Commissioner Davis asked if there had been any recent change in resources that can be dedicated to overdose investigations.

Prosecutor Witt provided information regarding a proposed investigator position that will investigate overdose crimes. He indicated that he will be posting for the position soon.

Commander Lowe stated that he and Prosecutor Witt had conversations regarding staffing.

Commissioner Levacy asked about the Flock Safety program and later stated that he is not opposed to the program.

Commander Lowe and Prosecutor Witt spoke about the program's ability to identify people.

**Regular Meeting #17 - 2023**  
**Fairfield County Commissioners' Office**  
**April 25, 2023**

Commissioner Davis asked about Major Crimes' position on dispensaries selling items that are not compliant with state law.

Commander Lowe replied that less than 20% of individuals with medical marijuana cards purchase at dispensaries. The Commander continued by explaining the business model of many drug cartels and stated that it costs a cartel \$600 to produce \$1M worth of synthetic illegal drugs.

Commissioner Fix spoke about the OneOhio board and the \$54M that is being distributed around the state of Ohio to address the opioid problem.

Commander Lowe stated that one of his jobs as Commander is looking for grants and other revenue streams. The Commander credited Auditor Brown and the Commissioners for allowing the program when there was not a lot of supporting data or evidence.

**Highlights of Resolutions**

- Provided by Deputy County Administrator, Jeff Porter

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There were 26 resolutions for the voting meeting.

Resolutions of note:

- There is a resolution for 8 proclamations for May. Proclamations for Military Awareness Month, Older Americans Month, Foster Parent Appreciation Month, Supervised Visitation Month, Fraud Awareness Month, Mental Health Month, Peace Officer Memorial Day, and Travel and Tourism Week.
- There is a resolution supporting a proposed bike route in the Buckeye Lake region.
- There is a resolution to allow for proper accounting with an increase to the General Fund's Material and Supplies line.
- There is a resolution to reappoint a Port Authority Board Member.
- A resolution from Economic and WFD for an agreement for Ernst & Young to provide a Strategic Workforce Analysis and Economic Recovery Plan for Area 20. A Business Resource Network grant was awarded to the Area 20 Workforce Development Board. This grant will allow for raised awareness of in demand careers and will support employers in our workforce area.
- A resolution from the County Engineer to approve the contract bid award for the Sixteenth Rd. Bridge replacement project.

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**Regular (Voting) Meeting**

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**Pledge of Allegiance**

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

**Announcements**

Clerk to the Board of Commissioners, Rochelle Menningen, stated that the Commissioners' next Review and Regular meeting would be held on May 2, 2023 at 1:00 p.m.

Commissioner Davis stated the Commissioners will be attending a meeting with MCJDC on May 2<sup>nd</sup> that conflicts with the normal 9:00 a.m. meeting time.

**Approval of Minutes for April 18, 2023**

On the motion of Dave Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 18, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Board of Commissioners**

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

- |              |   |
|--------------|---|
| 2023-04.25.a | A resolution authorizing the approval of proclamations.   |
| 2023-04.25.b | A resolution supporting a proposed bike route.  |
| 2023-04.25.c | A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001. |
| 2023-04.25.d | A resolution to approve a fund to fund transfer from the General Fund #1001 to the Flexible Spending Account Fund # 7680.         |

**Regular Meeting #17 - 2023**  
**Fairfield County Commissioners' Office**  
**April 25, 2023**

- 2023-04.25.e      A resolution to approve a memo expense for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865.
- 2023-04.25.f      A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

Commissioner Fix stated the purpose of the proclamations is to provide the Commissioners the opportunity to recognize groups and individuals for their service to the community.

Commissioner Davis added that the Commissioners like to acknowledge the proclamations individually to show the recipients their appreciation.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Economic and Workforce Development**

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

- 2023-04.25.g      A resolution approving the reappointment of Mr. Robert Maynard to the Fairfield County Port Authority.
- 2023-04.25.h      A resolution to authorize the approval of the agreement between Ernst & Young LLP and the Fairfield County Board of County Commissioners.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Engineer**

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

- 2023-04.25.i      A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 011-00550-16 for the Dozer Road Culvert Replacement Project (FAI-TR129-0.640)
- 2023-04.25.j      A Resolution to Approve the Construction Drawings for the FAI-CR16/31/37/40/68 Resurfacing Project.
- 2023-04.25.k      A resolution of increase appropriations, appropriate from unappropriated, account to account and fund to fund transfer for CLE-12 Bridge Replacement Project
- 2023-04.25.l      A Resolution to Approve the Contract Bid Award for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.
- 2023-04.25.m      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment



**Regular Meeting #17 - 2023**  
**Fairfield County Commissioners' Office**  
**April 25, 2023**

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Family, Adult and Children First Council**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Family, Adult and Children First Council:

- |              |  |
|--------------|--|
| 2023-04.25.n | A resolution for the approval of a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund.] |
| 2023-04.25.o | A resolution to approve a reimbursement for Residential Treatment paid for by Fairfield County Board of Developmental Disabilities as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council  |

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Job and Family Services**

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

- |              |   |
|--------------|---|
| 2023-04.25.p | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home 2. |
| 2023-04.25.q | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Ohio Guidestone.                 |
| 2023-04.25.r | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department. |
| 2023-04.25.s | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund                          |
| 2023-04.25.t | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund                          |
| 2023-04.25.u | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018   |
| 2023-04.25.v | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018  |

**Regular Meeting #17 - 2023**  
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Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Regional Planning Commission**

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

2023-04.25.w      A Resolution for Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Allocation and Neighborhood Revitalization Programs of Fairfield County B-F-22-1AV-1

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Sheriff**

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

2023-04.25.x      A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Lancaster Fairfield Community Action Agency**

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

2023-04.25.y      A resolution authorizing the release and satisfaction of mortgage on a PY 2018 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Stacy Holland.

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

2023-04.25.z      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

Roll call vote of the motion resulted as follows:

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

Commissioner Davis called a five-minute recess at 9:53 a.m.

Commissioner Davis called the meeting back to order at 9:58 a.m.

**Regular Meeting #17 - 2023**  
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**Public Comments**

Ray Stemen from Lancaster spoke about services provided to senior citizens and the importance of prayer.

Yancy Shaw from Westerville spoke about the union workers who construct solar projects and the importance of these jobs.

Evan Murray from the Union of Operating Engineers spoke about the union workers who support solar projects.

**Legal Update**

Assistant Prosecuting Attorney, Steven Darnell, stated there have been no updates to the Interconnected Q issue.

**County Administration Update**

- Provided by Deputy County Administrator, Jeff Porter

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902 received as the first and second tranche of fiscal recovery funds. \$23.7M has been appropriated, \$12.8M expended, \$3.3M encumbered or obligated. The Federal quarterly report was filed prior to the April 30<sup>th</sup> deadline.

*Ohio University Lancaster Community Partner of the Year Award*

The Fairfield County Workforce Center and Rick Szabrak, Director of Economic and Workforce Development were awarded the 2023 Ohio University Lancaster Community Partner of the Year Award at the Ohio University Recognition event on April 19<sup>th</sup>. Congratulations to Rick and his staff at the Workforce Center. The County is very proud of the staff for all their accomplishments.

*Board of Commissioners' May 2<sup>nd</sup> Meeting*

The Commissioners will meet next Tuesday at 1:00 p.m., here in the Commissioners' Hearing Room due to MCJDC meetings that morning.

*House Substitute Budget Bill*

*Indigent Defense:* The House's proposal cuts funding for indigent defense reimbursement by \$48 million over the biennium from the governor's proposed funding amount. The House funding amount of \$145 million in each fiscal year will not be sufficient to fully reimburse counties. The Ohio Public Defender estimates this puts the reimbursement level at 78%, all factors remaining the same.

Commissioner Fix spoke about meeting with Representative LaRe and stated he has been a great advocate for the state budget.

*LGF Increase:* The House substitute bill did not contain an increase in the LGF and included a significant income tax cut. The income tax cut without a subsequent increase in the LGF, effectively results in a decrease to the LGF. An increase in LGF funding continues to be a top priority for CCAO.

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*Fairfield County Workforce Center funding:* \$4,280,000 in fiscal year 2024 shall be distributed to Fairfield County to support building improvements, equipment purchases, and operating expenses for programs of the Fairfield County Workforce Center.

*Competitive Bidding Threshold:* The budget bill now includes provisions increasing the statutory competitive bidding threshold to \$75,000 through CY 2024, with the threshold increasing by 3% annually thereafter. It further increases the allowable difference between a public improvement project's estimated cost and the contract price from 10% to 20%. These changes will help cut the administrative time that burdens the efficiency of county government due to the potential need to repeatedly put out bid notifications for smaller projects.

**Budget Review**

Budget Director, Bart Hampson, provided an update on the sales tax revenue estimates.

Auditor Brown stated the current estimates are very close.

**Recognition**

- Provided by Deputy County Administrator, Jeff Porter
  - Mayor Jason Henderson from the Village of Pleasantville thanks Chief Hutton and Jon Kochis for their assistance and dedication to Pleasantville during the recent weather event. The mayor stated that for a small village, with limited resources, these events are a heavy lift and would be almost impossible for the village to manage, but the support, knowledge, and dedication to the community made a difference. He added, "Thank you for your continued support and dedication of yourselves and your teams."
  - County Auditor, Dr. Brown, thanked Carter Corcoran, Chris Wagner, and Robin Balthaser for answering the call from Jackie Tripp to participate in a video for the EAP.
  - County Auditor, Dr. Brown, thanked the GIS team for supporting MORPC in gathering data about Fairfield County and for developing new fire hydrant data for the 911 project.
  - County Auditor, Dr. Brown, thanked the volunteers for Earth Day, Destination Downtown Clean Up Day, BBBS Bowl-A-Thon, and the Decorative Arts Center of Ohio events over the weekend.

**Calendar Review/Invitations Received**

- Provided by the Clerk to the Board of Commissioners, Rochelle Menningen
  - Celebrating Dolly Parton's Imagination Library of Ohio, April 25, 2023, 11:30 a.m., Governor's Residence, 358 N. Parkview Ave., Bexley
  - Transportation Improvement District Special Meeting, April 25, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - Kim Devitt Retirement Open House, April 25, 2023, 4:30 p.m. - 6:30 p.m., Ale House 1890, 149 W. Main St., Lancaster
  - MOPRC Rural Forum on Mobility, April 26, 2023, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

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- OSU Extension Real Money Real World Program with Treasurer of State, Robert Sprague, April 28, 2023, 9:00 a.m., Rushville Middle School, 6409 Cincinnati Zanesville Rd. NE, Lancaster (No Commissioners attending)
- MCJDC Board of Trustees Meeting, May 2, 2023, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
- MCJDC Joint Board of Commissioners Meeting, May 2, 2023, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- Citizens for Fair Fields Educational Meeting, April 29, 2023, 9:00 a.m., Millersport United Methodist Church, 2310 Refugee Rd., Millersport
- Family Fun Fest, Hosted by Fairfield County Job and Family Services, May 10, 2023, 5:00 p.m. - 6:30 p.m.
- Community Housing Impact and Preservation Public Hearing, First Hearing: May 9, 2023, 11:00 a.m., Second Hearing: May 30, 2023, 10:15 a.m., Both Hearings Located in Commissioners' Hearing Room, 210 E. Main St., Lancaster

**Correspondence**

- Provided by the Clerk to the Board of Commissioners, Rochelle Menningen

*Informational Items*

- "Imagine", Fairfield County Board of Developmental Disabilities' April 2023, Newsletter
- Memo from Dr. Carri Brown, County Auditor, April 20, 2023, Subjects: Board of Revision Cases; The Owner Occupancy Credit; Budget Update; and "Save the Dates" including the Heritage District Tour on June 24 and 25
- Information regarding 2023 Mosquito Control Contracts from R. Joseph Ebel, Health Commissioner, Fairfield County Health Department
- Press Release from Fairfield County Family, Adult and Children First Council, April 18, 2023, "Fairfield County Family, Adult, and Children First Council Awarded \$3,000 for Perinatal Cluster Initiative"
- Email containing Internet Links to Videos, from a Resident, regarding Solar Projects
- Fairfield County Visitation Center's Orange Ribbon Campaign Letter Titled, "May is Supervised Visitation Awareness Month"

**Old Business**

There was no report on Old Business.

**New Business**

Commissioner Davis stated he looks forward to speaking at the MORPC Rural Forum on Mobility and looks forward to hearing from Economic and Workforce Development Director Rick Szabrak.

Commissioner Fix mentioned a series of meetings he will be attending, including OneOhio and the Ohio Township Association meetings.





# A G E N D A

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

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

**Tuesday, April 25, 2023**  
**9:00 a.m.**

### 1. Review and Regular Meetings

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

### 2. Welcome

### 3. Announcement

- a. Director of Utilities, Tony Vogel, to Introduce New Deputy Director of Finance, Curtis Witham

### 4. Listen & Learn

Dennis Lowe, Commander, South Central Ohio Major Crimes

### 5. Highlights of Resolutions

### 6. Regular (Voting) Meeting

### 7. 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.*

### 8. Legal Update

### 9. County Administration Update

- a. Week in Review
- b. Budget Review
- c. Recognitions/Thank-Yous
- d. Calendar Review/ Invitations Received
  - i. Celebrating Dolly Parton's Imagination Library of Ohio, April 25, 2023, 11:30 a.m., Governor's Residence, 358 N. Parkview Ave., Bexley
  - ii. Transportation Improvement District Special Meeting, April 25, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - iii. Kim Devitt Retirement Open House, April 25, 2023, 4:30 p.m. - 6:30 p.m., Ale House 1890, 149 W. Main St., Lancaster
  - iv. MOPRC Rural Forum on Mobility, April 26, 2023, 10:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll

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



# AGENDA

## BOARD OF COMMISSIONERS

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

**County Administrator**  
Aundrea N. Cordle

**Deputy County Administrator**  
Jeffrey D. Porter

**Clerk**  
Rochelle Menningen

- v. OSU Extension Real Money Real World Program with Treasurer of State, Robert Sprague, April 28, 2023, 9:00 a.m., Rushville Middle School, 6409 Cincinnati Zanesville Rd. NE, Lancaster
- vi. MCJDC Board of Trustees Meeting, May 2, 2023, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
- vii. MCJDC Joint Board of Commissioners Meeting, May 2, 2023, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- viii. Citizens for Fair Fields Educational Meeting, April 29, 2023, 9:00 a.m., Millersport United Methodist Church, 2310 Refugee Rd., Millersport
- ix. Family Fun Fest, Hosted by Fairfield County Job and Family Services, May 10, 2023, 5:00 p.m.- 6:30 p.m.
- x. Community Housing Impact and Preservation Public Hearing, First Hearing: May 9, 2023, 11:00 a.m., Second Hearing: May 30, 2023, 10:15 a.m., Both Hearings Located in Commissioners' Hearing Room, 210 E. Main St., Lancaster
- e. Correspondence
  - i. "Imagine", Fairfield County Board of Developmental Disabilities' April 2023, Newsletter
  - ii. Memo from Dr. Carri Brown, County Auditor, April 20, 2023, Subjects: Board of Revision Cases; The Owner Occupancy Credit; Budget Update; and "Save the Dates" including the Heritage District Tour on June 24 and 25
  - iii. Information Regarding 2023 Mosquito Control Contracts from R. Joseph Ebel, Health Commissioner, Fairfield County Health Department
  - iv. Press Release from Fairfield County Family, Adult and Children First Council, April 18, 2023, "Fairfield County Family, Adult, and Children First Council Awarded \$3,000 for Perinatal Cluster Initiative"
  - v. Email Regarding Solar Projects Containing Internet Links to Videos, from a Resident, Regarding Solar Projects
  - vi. Fairfield County Visitation Center's Orange Ribbon Campaign Letter Titled, "May is Supervised Visitation Awareness Month"

### 10. Old Business

### 11. New Business

### 12. Adjourn

SERVE • CONNECT • PROTECT



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 17, 2023 TO April 23, 2023

Fairfield County Commissioners

- AA.04.18-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.04.20-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice. [Commissioners]
- AA.04.20-2023.b An Administrative Approval for a letter of agreement between Fairfield County Family, Adult and Children First Council and Krile Communications, LLC. [Commissioners]

Fairfield County Facilities

- AA.04.20-2023.c Purchase of Zero Turn Mower for Facilities [Facilities]
- AA.04.22-2023.a An Administrative Approval for the Disposal of Obsolete Assets for Fairfield County Facilities. [Facilities]

Fairfield County Juvenile/Probate Court

- AA.04.20-2023.d An Administrative Approval for the Agreement by and between Avertest LLC d/b/a Averhealth and Fairfield County Juvenile Court [Juvenile Court]  
[Juvenile/Probate Court]

South Central Major Crimes Unit

- AA.04.22-2023.b An Administrative Approval for the Major Crimes Unit-Project FORT and Pipers Service Center 2023 COSSAP Grant Contract [Sheriff - Major Crimes Unit]

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 4.21.2023.**

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

**\$23,683,474.33 has been appropriated, \$12,841,546.95 expended, \$3,308,546.75 encumbered or obligated.**

<b>12Project/Category</b>		<b>As of 4/21/23 Appropriations</b>	<b>As of 4/21/23 Expenditure</b>	<b>As of 4/21/23 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	74,679.67	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,329,360.24	2,172,452.12	1,075,507.90
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,655,582.09	1,205,826.60	0.00
R19b	Public Health Payroll Support	204,392.13	185,406.39	18,985.74
R19c	Other Public Sector Payroll Support	302,778.33	160,738.68	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,024,089.60</b>	<b>4,241,769.48</b>	<b>1,094,493.64</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	23,630.61	18,278.01	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 4.21.2023.**

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

**\$23,683,474.33 has been appropriated, \$12,841,546.95 expended, \$3,308,546.75 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 4/21/23 Appropriations</b>	<b>As of 4/21/23 Expenditure</b>	<b>As of 4/21/23 Obligation</b>
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	136,854.84	112,423.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		<b>1,850,804.61</b>	<b>1,528,198.72</b>	<b>161,231.29</b>
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		<b>39,554.00</b>	<b>39,554.00</b>	<b>0.00</b>
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		<b>27,907.72</b>	<b>27,907.72</b>	<b>0.00</b>
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	8,946.86
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	708,012.32	236,092.68
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 4.21.2023.**

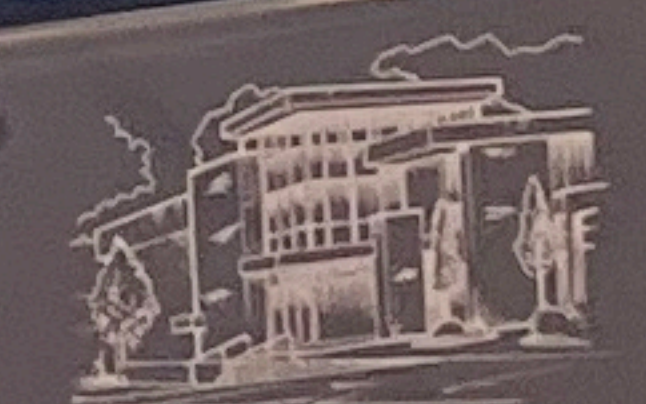

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**\$23,683,474.33 has been appropriated, \$12,841,546.95 expended, \$3,308,546.75 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 4/21/23 Appropriations</b>	<b>As of 4/21/23 Expenditure</b>	<b>As of 4/21/23 Obligation</b>
R516a	Broadband, “Last Mile” Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
<b>Subtotal Infrastructure</b>		<b>6,000,790.50</b>	<b>1,282,169.92</b>	<b>272,326.26</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	71,615.50	303,384.50
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	143,110.75	416,889.25
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,746,574.69	300,523.52
R61h	Community School Attendance Program	501,137.00	64,650.33	8,588.09
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	29,173.76	170,826.24
<b>Revenue Loss</b>		<b>9,327,912.08</b>	<b>5,474,240.42</b>	<b>1,780,495.56</b>
<b>Administration</b>				
R71a	Administrative Expenses	412,415.82	247,706.69	0.00
<b>Subtotal Administration</b>		<b>412,415.82</b>	<b>244,288.26</b>	<b>0.00</b>
<b>Grand Total</b>		<b>\$23,683,474.33</b>	<b>\$12,841,546.95</b>	<b>\$3,308,546.75</b>





  
Ohio University Lancaster  
Community Partner  
of the Year  
*presented to*  
The Fairfield County Workforce Center  
Rick Szabrak, Director of Economic and  
Workforce Development  
*for demonstrated excellence in  
collaboration and commitment*  
 LANCASTER  
2023



Citizens for Fair Fields, a pro-agriculture grassroots group is hosting an educational meeting on Saturday, April 29, 2023, 9:00 a.m. at Millersport United Methodist Church, 2310 Refugee Road in Millersport.

We will be offering a tutorial for those folks new to the solar discussion and listening to first-hand accounts of what it is like to live and farm next to an industrial solar project.

It is our hope that our county commissioners will be in attendance to learn more, along with the people of Fairfield County, so we can finish the conversation and do what is best for the future generations of our county.

Thank you,  
Melissa Connor  
614-374-1352

# All Together Now

**FREE  
ADMISSION**

Join us  
at JFS

# Family Fun Fest

Located at:



Fairfield County

**Job & Family  
Services**

239 W. Main St. • Lancaster, OH 43130

**Wednesday • May 10, 2023**

**5-6:30 p.m.**

**Bring the kids to an amazing night of FREE activities and fun that includes:**

- Hot Dogs and Drinks
- Games with Prizes
- Popcorn/Candy
- Cotton Candy
- Face Painting
- Door Prizes

# Welcome to the April 2023 Imagine Newsletter



# Imagine

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

## Things are (still) Changing

It's Spring, and everything is changing. The weather is becoming warmer. The trees are starting to sprout leaves. The flowers are beginning to bloom. Things are changing.

Or perhaps more accurately, things are *still* changing.

This has been a sort of mantra at Fairfield DD over the past three years. Everything is changing. While we were living in times of rapid change prior to the pandemic, it feels like change has been accelerated over the past few years.

And now, things are changing again. The pandemic is over. Well, at least the Public Health Emergency (PHE) is coming to an end in May. We have learned a lot over the past 3 years. We learned that we could utilize technology to an even greater extent than we thought possible. We learned that we are more resilient than we thought we were. We learned or were reminded, that personal connection with one another is vital to our overall physical and emotional health.

The end of the PHE means access to certain funds will no longer be available and that some services authorized during the emergency will change or end. And yet, in the midst of all this change, Fairfield DD remains committed to our mission of bringing about a vibrant community where people lead fulfilling lives and make meaningful contributions. We are committed to supporting people on their journey toward greater independence. The Fairfield DD team is committed to living this mission every single day.

While it seems like everything is changing, this is something that will never change! Our methods and practices change, but the mission never does!



David Uhl,  
Superintendent



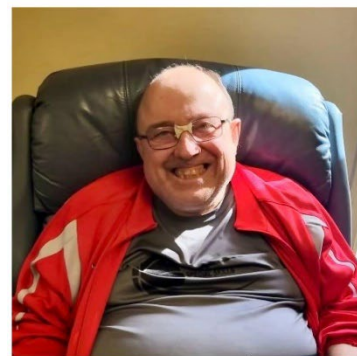
We invite you to join us on this journey, as we work to successfully navigate change and live out the Fairfield DD mission every day! We cannot do it without great partners like you!

-David

## Vibrant Community Connection

Paul enjoys doing good for others and his community through his volunteer experiences. Paul's Individual Support Coordinator says that "Paul has a very big heart and cares for other people by helping and volunteering when he has the opportunity." Paul's experience involves working with several organizations around Lancaster. He currently volunteers a few days a week at Meals on Wheels, local food pantries, and coaching youth basketball in our community. Paul also visits the Fairfield Area Humane Society caring for the animals and providing needed human interactions. He rescued a cat named Dory, extending his care for others into his own home.

Paul had a major scare with his health in 2022 but has used it as a reminder of how important it is to put your health first and take care of yourself. That didn't slow him down for long, as he is back to volunteering wherever he sees a need. You can see Paul in action, as he volunteers at the 2023 Celebration of Possibilities, presenting awards on stage.



## Community Partnership Corner

**Kiwanis 5K/10K Run, Walk & Roll**

Fairfield DD is proud to be a sponsor for the 3rd Annual Kiwanis Run, Walk & Roll to support the Kiwanis Club of Lancaster.

Ki'Wanna go for a run will start and end at the largest all-abilities, multigenerational playground in the state of Ohio at Hunter Park in Lancaster on May 20, 2023.

The race will offer a 5K walk, run, roll, or 10K run. Proceeds benefit the Kiwanis youth/community service programs for children in Fairfield County.

Registration and more information can be found by clicking below.



More Information about Kiwanis Run, Walk & Roll

## Collaboration with Fairfield County School Districts

Collaboration is an important part of the work we do at Fairfield DD. This is especially true for the Behavior Support Team. As we work to coordinate services and continue to build a community that supports inclusion, partnerships with the local school districts are especially important for students and families.



An'Gelica Harris, Behavior Support Supervisor, has been working to partner with local schools and the Fairfield County Educational Service Center. When a referral is made to her team, she collaborates with all team members including classroom teachers and other school staff to work toward each unique goal. This consistency of service and techniques expands opportunities to exercise choice and voice by promoting positive measures. This partnership also ensures each team member has input and insight to help the student have greater independence and more success on their journey toward achieving their goals.

## Fairfield DD Feature Department

The Fairfield DD Services and Supports Department works with over 1200 children, youth, and adults living in our community. Our staff focuses on identifying a person's strengths, connecting them to their community, and empowering people to reach their full potential. Through person-centered conversations and coordination, the department supports people to identify steps to reach their desired outcomes.



**David Baum,**  
Director of  
Services and Supports

The Department of Developmental Disabilities took on the challenge of creating a standard and simplified plan to be used across Ohio. This document is now called the OhioISP. Beginning last September, Individual Support Coordinators (ISCs) began the transition to the OhioISP and its new planning processes. Initially, we began with a paper version and soon will be completing it through the web-based Brittco Software.

Moving forward, we will work with all team members to utilize the new technology. Brittco will allow us to streamline the location of needed documents so the team can focus more on the individual and the person-centered planning process.

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## OACB visits Fairfield DD

Monica Juenger, Chief Policy Officer with the Ohio Association of County Boards (OACB), visited Fairfield DD in early April to learn about Fairfield County services and to discuss with Fairfield DD Leadership how she can help support agency efforts through legislation at the Ohio State House.



## UPCOMING EVENTS



### Seeds of Change

Join Lancaster Parks & Recreation, Fairfield County DD, and Lancaster and Fairfield Community Action for a fun day celebrating Earth Day! This is a great event for families or those with a love for nature. Learn about protecting the planet while enjoying the fresh air at the park!

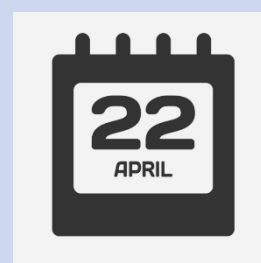
11:00 am -  
2:00 pm

[Click to learn more](#)

### Community Disposal Day & Drug Drop Off

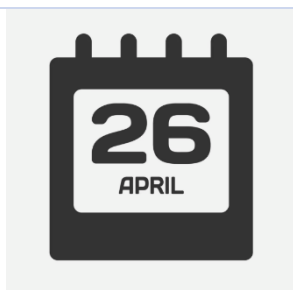
Drop-off Location:  
Ohio University Lancaster  
North Parking Lot

- Bring your confidential documents to be shredded (2-box limit)
- Prescription pills & capsules are the only type of medicine accepted (not in prescription bottles)
- Batteries will also be collected



10:00 am-  
2:00 pm

[Click to learn more](#)



### Fairfield County Provider Network Meeting

Once a month, providers of Fairfield County gather together to learn, grow, and share ideas! April's meeting brings you Bachmeyer Press to present, Storytelling and Social Change: Using Disability Positive Communication to Spark the Collective Imagination. This is a FREE event open to anyone interested.

10:00 am-  
12:00 pm

[Click to learn more](#)

## Celebration of Possibilities

Join us for the 2023 Celebration of Possibilities featuring Derrick Tennant!

The gala will include dinner and a celebration as we honor people and businesses who exemplify our mission of Fairfield DD. This year we will encourage you to Think Differently as we learn more about our community. Our special guest will be Comedian Derrick Tennant. Hope you can join us!



6:00 pm

[Click to learn more](#)

### D I D Y O U K N O W

Safety Town will take place June 5 - 9, 2023, at Mount Pleasant Elementary School. The registration deadline is Friday, May 26, 2023.

Eligible children will be entering Kindergarten this fall throughout the City of Lancaster and Fairfield County schools.

**CLICK HERE  
FOR MORE  
INFORMATION**



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

[www.fairfielddd.com](http://www.fairfielddd.com)

To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: April 20, 2023  
Subjects: Board of Revision Cases; The Owner Occupancy Credit; Budget Update; & “Save the Dates” including the Heritage District Tour on June 24 and 25

### **Board of Revision Cases**

***As of April 19, there were 26 property valuation complaints with no pending action to be heard by the Board of Revision.***

The deadline for filing a complaint for valuations as of the tax lien date of January 1, 2022, was March 31, 2023. We do not expect additional receipts of filings in the mail, given the time that has passed since March 31, 2023. The Board of Revision activity should be concluded by the end of May, except for the possibility of some administrative activities. All hearings have been held and concluded prior to noon, with the regular meetings beginning at 8 am.

### **The Owner Occupancy Credit**

#### **What is it?**

The Owner Occupancy Credit is a program in the state of Ohio that allows property owners who live in their property to receive a **2.5% reduction credit on the property taxes for their primary residence.**

#### **Who qualifies?**

To receive the tax reduction on an owner-occupied home in Ohio, you must own and occupy that home as your principal place of residence on January 1 of the year you file for the reduction. A homeowner and spouse are entitled to this credit on only one home.

#### **How do I sign up?**

To enroll in the Owner Occupancy Credit program, homeowners should indicate on their property transfer form that the property will be their main residence. You can also sign up by contacting the County Auditor’s Office. For questions about corrections to owner occupancy status, please call 740-652-7030. Property owners can check their owner occupancy status at <https://realestate.co.fairfield.oh.us/>

### **Budget Update**

The general fund revenue estimate is now \$61.5 M. Based on the increased expectations of investment income, a \$2M increase in the estimate has been reflected. As of April 19, 2022, 36% of estimates have been received.

### **Mark your calendars now for May 6.**

Since 1982, "National Nurses Day" has been celebrated on May 6. There was a joint resolution of the United States Congress designating May 6 as "National Recognition Day for Nurses." Nurses continue to be on the frontline of healthcare, and we support them.

Did you know that the average nurse walks 16,390 steps each day? On May 6, let us show our support for nurses and help ourselves, too, by committing to moving 16,390 steps.

### **Mark your calendar now for the Heritage District Tour on June 24 and June 25.**

The County Auditor’s Office at 108 N. High will be on the Heritage District tour!

We appreciate our new friend, John Barr, from Indianapolis, who has an interest in genealogy. He found us on Linked-In and reached out to share a copy of a petition he obtained from the National Archives. The original “*Petition of the Subscribers, Settlers on the Publick Land Between the Waters of Muskingum, and Sciota River*” petition includes 351 signatures of people asking for preemptive rights to acquire land at 2 dollars per acre based on their settlement of land prior to May of 1800. With this petition, there are signatures of those who were in what is now Fairfield County.

A copy of the petition is on display at the County Auditor’s Office – thanks to John Barr – and will be a part of the Heritage District Tour on June 24 and June 25. The petition will be one of five stations found at the tour at 108 N. High Street. In addition to the petition, the other stations will be: history of the County Auditor’s Office at 108 N. High Street; social media options of the office; the Maps of the Month; and the Amstutz Hometown Heroes mural.



**Subject:** Mosquito Control Contracts for 2023

Warm weather will soon bring spring hatches of mosquitoes. We are gearing up our program so we can start sometime in May if needed. I've received contracts from 3 villages so far, and as a reminder to anyone else who is interested:

The Fairfield County Health Department is offering 2023 mosquito control services to the townships and villages for a fee of \$75 per mile of spraying. We can also provide larvicide to control mosquito larvae in standing water and trapping to determine the number of adult mosquitoes present in an area, at no cost.

We conducted spraying in 8 villages last season and hope to build on that experience as we enter our second year offering mosquito control.

Let me know if you have any questions about this program, or any of the other services that we provide.

Thank you,  
Joe Ebel



**R. Joseph (Joe) Ebel REHS, MS, MBA**  
Health Commissioner  
Fairfield County Health Department

---

📞 (740) 652-2858 ✉ [joe.ebel@fairfieldcountyohio.gov](mailto:joe.ebel@fairfieldcountyohio.gov)

💻 [www.fairfieldhealth.org](http://www.fairfieldhealth.org)

📍 [1550 Sheridan Dr., Suite 100, Lancaster, Ohio 43130](#)





Fairfield County  
**Health  
Department**

R. Joseph Ebel RS, MS, MBA  
Health Commissioner

**Mosquito Control Services**

Date: March 14, 2023

To: Political Subdivisions

From: Joe Ebel, Fairfield County Health Commissioner

RE: Mosquito control

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

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

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



# Fairfield County Health Department

Mosquito (Vector-borne Disease) Control Program

Public Entity Contract for Services

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

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

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

Larvicide: No charge for 2023.

Trapping and testing of mosquitoes: No charge

Schedule:

☐ Upon request of \_\_\_\_\_ only. (Authorized official).

☐ On the following dates or weeks only \_\_\_\_\_

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

☐ Not to exceed \$ \_\_\_\_\_ for the season.

Areas to be treated \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Billing Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_



# Fairfield County

## Family, Adult and Children First Council

831 College Avenue, Suite C, Lancaster, OH. 43130 ■ 740-652-7284 ■ [www.facfc.org](http://www.facfc.org)

FOR IMMEDIATE RELEASE

April 18, 2023

### Fairfield County Family, Adult, and Children First Council Awarded \$3,000 For Perinatal Cluster Initiative

**Lancaster, Ohio** – The Fairfield County Family, Adult, and Children First Council was recently awarded \$3,000 from The Fairfield County Diversity, Inclusion and Empowerment Fund. This grant is provided to service underrepresented pregnant mothers and their child.

Dumitru "Raz" Sabaiduc, Executive Director of the Fairfield County Family, Adult, and Children First Council, stated, "We are grateful to the Fairfield County Foundation and Diversity, Inclusion and Empowerment Board for awarding us this grant. The funding will remove barriers and fill gaps for services and supports for pregnant mothers that are underrepresented in our community."

The Perinatal Cluster Initiative focuses on serving pregnant mothers who are impacted by substance use, mental health concerns and any other barriers that prevent mothers and their babies from having positive outcomes with their health and wellbeing. This initiative is the hub for gathering the plan of safe care data, and the writing of those plans as necessary per federal mandates.

"This is exactly the type of work that we were hoping to support when we created this fund," said Amy Eyman, CEO, Fairfield County Foundation. "We know that this effort will have a ripple effect for generations to come."

For more information about Perinatal Cluster, how you can contribute and participate in the initiative, please contact 740-652.7284 or [Dumitru.sabaiduc@fairfieldcountyohio.gov](mailto:Dumitru.sabaiduc@fairfieldcountyohio.gov)

More information about the Fairfield County Diversity, Inclusion and Empowerment Fund can be found at <https://www.fairfieldcountyfoundation.org/grants/applications>

###



**From:** Barb Martin <[fxmbgm@gmail.com](mailto:fxmbgm@gmail.com)>  
**Sent:** Friday, April 21, 2023 2:29 PM  
**To:** Contact Web <[contact@fairfieldcountyohio.gov](mailto:contact@fairfieldcountyohio.gov)>  
**Subject:** [E] Fwd: Solar Information

**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.

Fairfield County Commissioners: Steve Davis, Jeff Fix and Dave Levacy

I want to share the video and documents below. This research was completed by a Research Fellow, and I believe you will find all this very informative, as I did.

I am opposed to industrial solar projects on prime farmland and this video and documentation support many of those reasons.

Thank you for your time and consideration.

[Exploring Energy: Solar Power - YouTube](#)

[2022EaaG\\_Solar\\_Environment\\_3.pdf \(heartland.org\)](#)

[2022EaaG\\_Solar\\_Power.pdf \(heartland.org\)](#)

Barb Martin



## *May is Supervised Visitation Awareness Month*

**Celebrate with us!**  
[www.svnworldwide.org](http://www.svnworldwide.org)

### **What is an Orange Ribbon Campaign?**

As a provider of Supervised Visitation services, we have undoubtedly experienced that many individuals are simply unaware of the services we offer. Sometimes only finding out when they are referred as a client! May is Supervised Visitation Awareness month, so we want to spread the word of the importance of the services provided at The Fairfield County Visitation Center.

The **orange** ribbon is a symbol of supervised visitation. Supervised visitation centers exist to provide a safe haven for children during parental visitation. What color signifies safety better than **orange**? **Orange** is a bright color used to warn people to watch out and take notice. We want the world to see the **orange** ribbon and take notice of the thousands of children and families in need of this service.



The Supervised Visitation Network is an organization consisting of over 500 visitation providers worldwide, who adopted the Orange Ribbon Campaign in May of 2001. The purpose of the campaign is to use the symbol of the orange ribbon throughout the month of May (and each day of the year) to raise awareness about the need and impact of Supervised Visitation. The Fairfield County Visitation Center provided over 1625 supervised visits and safe exchanges in 2022. We urge all Fairfield County residents to recognize that safe parenting time is vital to our community.

REGULAR MEETING #17 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
APRIL 25, 2023

AGENDA FOR TUESDAY, APRIL 25, 2023

- 9:00 AM            Review: Welcome, Announcement, Listen & Learn, and Highlights  
                         of Resolutions
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for April 18, 2023
- Commissioners
- 2023-04.25.a        A resolution authorizing the approval of proclamations. [Commissioners]
- 2023-04.25.b        A resolution supporting a proposed bike route. [Commissioners]
- 2023-04.25.c        A resolution approving an account to account transfer in a major object  
                         expense category for Human Resources, General Fund# 1001. [Commissioners]
- 2023-04.25.d        A resolution to approve a fund to fund transfer from the General Fund  
                         #1001 to the Flexible Spending Account Fund # 7680. [Commissioners]
- 2023-04.25.e        A resolution to approve a memo expense for interest allocation  
                         reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield  
                         County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- 2023-04.25.f        A resolution to appropriate from unappropriated in major expenditure  
                         object categories for the General Fund# 1001. [Commissioners]
- Fairfield County Economic & Workforce Development
- 2023-04.25.g        A resolution approving the reappointment of Mr. Robert Maynard to the  
                         Fairfield County Port Authority. [Economic & Workforce Development]
- 2023-04.25.h        A resolution to authorize the approval of the agreement between Ernst &  
                         Young LLP and the Fairfield County Board of County Commissioners. [Economic  
                         & Workforce Development]
- Fairfield County Engineer
- 2023-04.25.i        A resolution to appropriate a perpetual easement for highway purposes  
                         from Parcel No. 011-00550-16 for the Dozer Road Culvert Replacement Project  
                         (FAI-TR129-0.640) [Engineer]
- 2023-04.25.j        A Resolution to Approve the Construction Drawings for the  
                         FAI-CR16/31/37/40/68 Resurfacing Project. [Engineer]

2023-04.25.k	A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for CLE-12 Bridge Replacement Project [Engineer]
2023-04.25.l	A Resolution to Approve the Contract Bid Award for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project. [Engineer]
2023-04.25.m	A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for equipment [Engineer]  Fairfield County Family, Adult and Children First Council
2023-04.25.n	Administrative approval of a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund. [Family, Adult and Children First Council]
2023-04.25.o	A resolution to approve a reimbursement for Residential Treatment paid for by Fairfield County Board of Developmental Disabilities as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council [Family, Adult and Children First Council]  Fairfield County Job and Family Services
2023-04.25.p	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home 2. [JFS]
2023-04.25.q	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone. [JFS]
2023-04.25.r	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department. [JFS]
2023-04.25.s	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS [JFS]
2023-04.25.t	A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund – Fairfield County JFS [JFS]
2023-04.25.u	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018 [JFS]
2023-04.25.v	A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018 [JFS]

Fairfield County Regional Planning Commission

2023-04.25.w A Resolution For Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Allocation and Neighborhood Revitalization Programs of Fairfield County B-F-22-1AV-1 [Regional Planning] [Regional Planning Commission]

Fairfield County Sheriff

2023-04.25.x A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License [Sheriff]

Lancaster-Fairfield Community Action Agency

2023-04.25.y A resolution authorizing the release and satisfaction of mortgage on a PY 2018 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Stacy Holland. [Community Action]

Payment of Bills

2023-04.25.z A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval [Commissioners]

Review: Public Comments, Legal Update, County Administration Update, Old Business, New Business

The next Regular Meeting is scheduled for Tuesday, May 2, 2023, at 1:00 p.m.

Adjourn

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Amy Brown-Thompson, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Marty Norris, Francis Martin, Stephanie Taylor, Ray Stemen, Judy Stemen, Melissa Conner, Amberly Hannum, Mike Burns and Peter Marbach.

Attending virtually: Jeanie Wears, Lori Hawk, Jessica Murphy, Park Russell, Shelby Hunt, Toni Ashton, Sara Madenwald, Ashley Arter, Aaron Burd, Stacy Hicks, Steven Darnell, Jonathan Ferbrache, Lynette Barnhart, Britney Lee, Jared Collins, Jason Hodder, Marcy Fields, Melissa, Kelly Daugherty, and Rachel Elsea.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

**Airport Authority Project Update**

EMA and Facilities Director, Jon Kochis, provided a PowerPoint presentation that is available in the minutes. Mr. Kochis spoke about a commercial style hangar proposed for the Fairfield County Airport and stated that there is a plan that could accommodate any hangar lease for any company in Central Ohio. The Airport Authority made the decision in January of 2021 to implement a waiting list, which requires a deposit, for those wanting to lease a hangar.

Commissioner Davis asked for clarification on the waiting list, the type of hangars customers want to lease, and for who is making the recommendation for the airport.

Mr. Kochis stated that the Airport Authority Board is collectively making the recommendation.

Commissioner Davis asked about the exclusion of the additional option which was formerly noted as option "C".

Mr. Kochis stated that option "C" contained a degree of financial risk.

Deputy Treasurer, Michael Kaper, who is a member of the Airport Authority Board, stated that the Board has concerns about building a spec building without a current lessee in the building and added that the Board does not believe the current management plan is set up for a commercial hangar at this time.

Commissioner Davis spoke about the ability to build a corporate hangar if one is requested by a company.

Mr. Kochis stated that the Airport would be able to accommodate building a specific hangar in a short timeframe.

Mr. Kaper stated that a corporation wanting a corporate hangar would want more input on location and other structural details.

Regular Meeting #16 - 2023 – April 18, 2023

- 1 -



**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

Economic and Workforce Development Director, Rick Szabrak, stated that a corporation would want to build a hangar to spec and that ability exists.

Mr. Kochis continued by presenting on the Return on Investment (ROI) proposed figures and other details.

Commissioner Davis asked about the ROI analysis and how it is affected by occupancy rates.

Commissioner Davis stated that he looks at the cost of construction and anticipated revenue when considering the ROI.

Commissioner Fix asked about the factors that go into the lease rates.

Mr. Kochis stated that the Airport Board reviewed similar leases in Central Ohio and that proximity to airport amenities is also a factor in lease rates.

Mr. Kaper stated that the lease rate in the proposal is slightly higher than the rate for the current hangars due to proximity to amenities.

Mr. Kochis stated that the proposed hangars accommodate mid-size jets, and that a larger aircraft would require some updates to the runways. He added that the prospective tenants would be required to provide an application.

Commissioner Davis inquired as to the number of tenants and whether an airplane could drive through the hangar from one side to another.

Mr. Kochis said there would be four tenants and that there would only be one door for the plane and a man door on the opposite side of the hangar.

Commissioner Davis asked to speak about construction costs and what factors into cost estimates.

Mr. Kochis stated that they have been watching how costs are tracking in Central Ohio for these types of hangars.

Commissioner Davis asked if contingency numbers were built into the figures.

Mr. Kochis confirmed that 10% was built into the proposal figures.

Utilities Director, Tony Vogel, discussed the relocation of sewage lines and the lift station.

Commissioner Davis asked if costs associated with the relocation of the lift station had been put into the proposed project figures.

Mr. Vogel stated that the relocation of the lift station is part of an ARP project.

Commissioner Davis asked if the lift station project would go forward if the airport project did not.

Mr. Vogel said it would continue as a scaled down project.

Commissioner Fix asked about runway improvements that would allow for larger jets.

Regular Meeting #16 - 2023 – April 18, 2023

- 2 -

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

Mr. Kochis stated that grooving the existing runway, or adding concrete, would be required for larger aircraft to use the airport. He added that grooving is the cheaper option.

Commissioner Levacy asked about the language in the hangar leases.

Mr. Kochis stated that the leases for the T-hangars are for one year and that we anticipate the leases for box hangars will be longer. He added that the leases currently have a 3% rate increase per year.

Commissioner Levacy asked if steel or wood construction costs were proposed, and Mr. Kochis confirmed that the costs were estimated with the use of steel.

Mr. Kaper stated that the Airport Board met with County Treasurer, James Bahnsen, Mike Burns from Baird, and County Administrator, Aundrea Cordle, and that the recommendation is to conserve cash and finance through a bond. He added that for this type of project the county would need to go with a taxable bond.

Commissioner Davis started a conversation on reimbursing the General Fund.

Mr. Kaper spoke about debt service payments and gave the total estimated rent that would be collected over thirty-five years.

Mike Burns with Beard said there are two ways to look at financing. One is opportunity loss on your cash and the other is rating.

Mr. Kaper stated the recommendation is to conserve the cash and move forward with the bonding.

Commissioner Davis asked when it would be feasible to discontinue financing and pay off the project.

Mr. Burns stated that the earliest you could pay off due to yield on bonds would be five to seven years and that paying off earlier would cause a higher interest rate on the bonds.

Commissioner Davis spoke about the current rates the county is getting on investments.

Commissioner Levacy asked why tax-exempt bonds were not available.

Mr. Burns stated the county could not do tax-exempt due to having leases with private businesses and tenants.

County Auditor, Dr. Carri Brown stated that a resolution could be passed to reimburse the General Fund. She also spoke about possible additional costs.

Burns stated it is harder to sell shorter term bonds because the interest rates increase.

Commissioner Davis asked if all project costs would occur in 2023.

Mr. Kochis stated that the costs would come at the end of 2023 and throughout 2024.

Mr. Burns stated that interest would be incurred during the construction and continued speaking about project costs and cash flow.

Regular Meeting #16 - 2023 – April 18, 2023

- 3 -

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

Commissioner Davis stated he is comfortable with the county's financial standing.

Dr. Brown stated that the Commission could have an agreement with the Airport Board regarding the funding.

Mr. Kochis stated that airport operations are extremely solid.

Airport Clerk, Staci Knisley, stated that she has no concerns regarding the health of the General Fund.

Mr. Kochis added that the airport hangars were over 80% occupied when the economy was at a low in 2010.

Commissioner Davis stated he values the service Mr. Burns has provided.

Mr. Burns stated this is a small financing project and that he supports the county's decision.

Commissioner Levacy stated he would like to see figures based on financing \$3M for fifteen years.

Mr. Szabrak stated that he supports the Airport Board and the project.

Commissioner Fix thanked Mr. Szabrak, Ms. Knisley, Mr. Kochis, Mr. Kaper, and the rest of the Airport Board members for providing the right approach.

Ms. Cordle thanked Mr. Burns for his work on the financial proposals.

**Public Comments**

Ray Stemen of Lancaster spoke about his concerns regarding political conservatives and how he believes they are unprepared to lead. He prayed for guidance for leadership.

Judy Stemen of Lancaster spoke about headlines she had found online regarding the FAA and the roll out of the COVID-19 vaccine.

Melissa Connor from Pleasantville spoke about an educational meeting regarding solar energy.

Peter Marbach with Senator Vance's Office introduced himself and offered his services.

Stephanie Taylor with Habitat for Humanity thanked Rick Szabrak and the Workforce Center (WFC) for space used at the WFC to build walls and other home essentials for projects in the community.

**Legal Update**

There was no legal update.

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

**County Administration Update**

**Week in Review**

*ARP Update*

County Administrator, Aundrea Cordle, stated that of the \$30,606,902 received as the first and second tranche of fiscal recovery funds, \$23.7M has been appropriated, \$12.6M expended, and \$3.95 encumbered or obligated.

*Child Abuse Prevention Breakfast*

Ms. Cordle reported that Job and Family Services held their Child Abuse Prevention Breakfast at Life Church Vineyard in Pleasantville on April 12<sup>th</sup>. At the Breakfast, Child Protective Services Deputy Director, Sarah Fortner, presented the 2023 Partner for Kids Award. This award was presented to a community partner who advocates for the strengthening of families and the well-being of children. The recipient has consistently demonstrated an unwavering commitment to the betterment of Fairfield County. The 2023 Partner for Kids Award recipient was our very own Commissioner Dave Levacy.

*Bottoms Up Diaper Drive*

Ms. Cordle stated that Lori Hawk spearheaded a diaper drive for the County with great results and County employees collected 2,447 diapers.

**Highlights of Resolutions**

*Administrative Approvals and Resolutions*

Ms. Cordle reported that the review packet contains a list of administrative approvals and that there are 19 resolutions for the voting meeting. She provided the following resolution of note:

- A resolution to appropriate \$50,000 from unappropriated for Insurance Liability.
- The Engineer's Office has a "Notice to Commence" resolution for the Canal Road bridge project.

**Recognition**

Ms. Cordle provided the following recognitions:

- County Auditor Brown thanked Chris Wagner for volunteering for the Board of Elections. Chris is participating in the administrative leave program created in 2014 to support the Board of Elections. There are others participating, and the Board of Elections is always seeking more volunteers. We are also thankful to the supervisors and team members who are adjusting their work and schedules that allow for the volunteer work to occur.
- County Auditor Brown noted appreciation for Miranda Gray, MS CDCA, Program Coordinator for ADAMH, for providing Mental Health first aid training to all County Auditor employees. Each employee received a certificate for the training. There were several comments about how the training was relevant for work environments.

Regular Meeting #16 - 2023 – April 18, 2023

- 5 -

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

- County Recorder McKenzie recognized Amberly Hannum in HR for her outstanding performance and for going above and beyond during the recruiting and hiring process for the Recorder's office.
- County Administrator Cordle thanked the County Administration team for the outstanding work while she was out of the office.
- Thank you to Staci Knisley for processing payroll while Christina Foster was out of the office.

**Calendar Review/Invitations Received**

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

- Ohio University Lancaster Dean of Campus and Community Relations, Dr. Jarrod Tudor, Farewell Reception, April 21, 2023, 4:00 p.m. – 6:00 p.m. Ohio University Lancaster Wilkes Art Gallery, 1570 Granville Pike, Lancaster

Commissioner Davis asked Mr. Szabrak if he thinks Dr. Tudor's leaving will negatively impact the Workforce Center.

Mr. Szabrak stated he will be meeting with the Vice Provost of the regional campuses and has been assured that the Workforce Center will remain a priority.

Commissioner Fix looks forward to continuing the relationship with Dr. Tudor as he steps into his new role at Hocking College.

- Transportation Improvement District Special Meeting, April 25, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
- Retirement Open House for Kim Devitt, April 25, 2023, 4:30 p.m. – 6:30 p.m., Ale House 1890, 149 W. Main St., Lancaster
- Southeastern Ohio Center for Independent Living is hosting "Cornhole for a Cause", April 26, 2023, 5:30 p.m.-7:00p.m., Southeastern Ohio Center for Independent Living, 418 S. Broad St., Lancaster
- Ohio Governor's Holocaust Commemoration, April 27, 2023, 2:00 p.m., Ohio Statehouse Atrium, 1 Capitol Sq., Columbus
- Invitation to OSU Extension's Real Money Real World program with Ohio Treasurer Robert Sprague, April 28, 2023, Time TBD, Rushville Middle School, 6409 Cincinnati Zanesville Rd. NE, Lancaster
- Ohio Chamber of Commerce Google Program, May 3, 2023, 9:30 a.m., Ohio Chamber of Commerce, 34 S. 3<sup>rd</sup> St., Columbus
- 2023 Elder Abuse Awareness Day Conference, June 28, 2023, 10:00 a.m.-4:30 p.m., Ohio State University Fawcett Center, 2400 Olentangy River Rd., Columbus

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

**Correspondence**

Clerk Menningen reviewed the following correspondence:

- Memo from County Auditor, Dr. Carri Brown, April 13, 2023, Subjects: Homestead Program Update; Software as a Service; Statewide Parcel Map; Board of Revision Cases; & National County Government Information
- COTA (Central Ohio Transit Authority) 2022 Annual Report
- Letter from a Resident Regarding Solar Energy

*Jail Population*

County Administrator Cordle stated that the jail population for April 11, 2023, was 257 with 29 of those being contracted placements, and for April 18, 2023, was 267 with 26 of those being contracted placements.

**Old Business**

Commissioner Fix spoke about a meeting with City of Lancaster Mayor, David Scheffler, regarding a group that does multi-family housing. He also spoke about meeting with City Link which is an organization that brings together service providers for those that remove barriers for economic growth opportunities.

**New Business**

Commissioner Fix spoke on state budget numbers affecting the county.

County Auditor Brown spoke about the population growth in Fairfield County.

Mr. Kochis spoke about the recent tornados that affected parts of the county. He added that it was a surprise event which affected warning sirens and that no homes were destroyed but there was property damage in the Pleasantville area.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room of the Historic Courthouse at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. Also present: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Dr. Carri Brown, Lisa McKenzie, James Bahnsen, Amy Brown-Thompson, Bart Hampson, Corey Clark, Dan Neeley, Jon Kochis, Tony Vogel, Rick Szabrak, Marty Norris, Francis Martin, Stephanie Taylor, Ray Stemen, Judy Stemen, Melissa Conner, Amberly Hannum, Mike Burns and Peter Marbach.

Attending virtually: Jeanie Wears, Lori Hawk, Jessica Murphy, Park Russell, Shelby Hunt, Toni Ashton, Sara Madenwald, Ashley Arter, Aaron Burd, Stacy Hicks, Steven Darnell, Jonathan Ferbrache, Lynette Barnhart, Britney Lee, Jared Collins, Jason Hodder, Marcy Fields, Melissa, Kelly Daugherty, and Rachel Elsea.

**Pledge of Allegiance**

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

Regular Meeting #16 - 2023 – April 18, 2023

- 7 -

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

**Announcements**

There were no announcements.

**Approval of Minutes for April 11, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, April 11, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Board of Commissioners**

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

2023-04.18.a      A resolution to appropriate from unappropriated funds in major expenditure object categories for Fund# 1001.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Dog Shelter**

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

2023-04.18.b      A resolution to appropriate from unappropriated in major expenditure object categories for the Dog Shelter Fund# 2002

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Emergency Management Agency**

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

2023-04.18.c      A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2774 Hazard Mitigation Grant Program Fund.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from the Fairfield County Engineer**

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

2023-04.18.d      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

Regular Meeting #16 - 2023 – April 18, 2023

- 8 -

**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

- |              |  |
|--------------|--|
| 2023-04.18.e | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies |
| 2023-04.18.f | A Resolution to Approve the Contract Bid Award for the 2023 Crack Sealing Project.   |
| 2023-04.18.g | A Resolution to Approve the Contract Bid Award for the 2023 Purchase of Liquid Asphalt Project.  |
| 2023-04.18.h | A Resolution to Approve the Contract Bid Award for the Sale of Scrap Metal & Aluminum.   |
| 2023-04.18.i | A Resolution to Approve the Contract with BUD's, Inc. for the WAL-31, FAI-CR11-3.211 Canal Road Bridge Replacement Project.                        |
| 2023-04.18.j | A resolution to Approve Lifting Weight Reductions on County and Township Roads   |
| 2023-04.18.k | A Resolution to Approve the Notice to Commence for the WAL-31 Bridge Project   |

Deputy Director of Engineer Operations, Jason Grubb, noted the location of the road closures and added that the projects will take several weeks to complete.

Commissioner Davis asked for the location of the bridge replacement project.

Mr. Grubb explained its location near Stringtown Road and added that it is actually a culvert but is labelled as a bridge.

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Family, Adult and Children First Council**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from Fairfield County Family, Adult and Children First Council:

- |              |  |
|--------------|--|
| 2023-04.18.l | A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council |
| 2023-04.18.m | A resolution to request for appropriations for Fund #7521 Family Adult Children First Council (FACF)   |

Executive Director of FACFC, Raz Sabaiduc, stated he is grateful for the Commissioners for giving FACFC the advancement.

Roll call vote of the motion resulted as follows:

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

Regular Meeting #16 - 2023 – April 18, 2023

- 9 -



**Regular Meeting #16 - 2023**  
**Fairfield County Commissioners' Office**  
**April 18, 2023**

**Approval of Resolutions from Fairfield County Job and Family Services**

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

- |              |  |
|--------------|--|
| 2023-04.18.n | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2758 reimbursing Fund 2018   |
| 2023-04.18.o | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2015 reimbursing Fund 2018   |
| 2023-04.18.p | A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services                              |
| 2023-04.18.q | A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018   |
| 2023-04.18.r | A resolution to approve a reimbursement for share of costs for Energy and Utilities paid to AEP, Dynegy, and Lanc. Utility as a memo expenditure for fund# 2018 Fairfield County Job and Family Services Public Assistant Fund |

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

- |              |  |
|--------------|--|
| 2023-04.18.s | A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. |
|--------------|--|

Roll call vote of the motion resulted as follows:

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

**Adjournment**

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:46 a.m.

Roll call vote of the motion resulted as follows:

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, April 25, 2023.



**A resolution authorizing the approval of proclamations.**

**WHEREAS,** it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people, organizations, and occasions; and

**WHEREAS,** the Commissioners have reviewed and approved the attached proclamations.

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

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**Section 1.** That the Board of Commissioners approves the attached Proclamations of Recognition.

Prepared by: Rochelle Menningen

# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Older Americans Month*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people and occasions of outstanding achievement and significance;

**WHEREAS**, Meals on Wheels of Fairfield County includes a growing number of older Americans who enrich our community through their diverse life experiences and engagement with all generations; and

**WHEREAS**, Meals on Wheels of Fairfield County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers, and acknowledging their many valuable contributions to society; and

**WHEREAS**, Meals on Wheels Older Adult Alternatives of Fairfield County can enhance the lives of older Americans in our community by:

- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

**NOW THEREFORE**, the Fairfield County Board of Commissioners, do hereby formally proclaim May 2023 to be:

### *Older Americans Month*

We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield, Ohio, to be affixed to this Proclamation on the 25th day of April in the Year of Our Lord, Two Thousand and Twenty-Three.



Jeffrey M. Fix  
Commissioner



Steven A. Davis  
Commissioner



David L. Levacy  
Commissioner

# Fairfield County Board of Commissioners

## *A Proclamation Recognizing Peace Officers' Memorial Day 2023*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people and occasions of outstanding achievement and significance; and

**WHEREAS**, our public safety officers work tirelessly to protect our citizens, enforce our laws and keep our neighborhoods safe; and

**WHEREAS**, every day, peace officers face the threat of violence and danger and they routinely put their lives on the line to defend ours, and the price of that bravery may result in injury, disability, or death; and

**WHEREAS**, the 2023 observance of Peace Officers' Memorial Day will help honor our law enforcement officers for their extraordinary service and sacrifice, and we remember the fallen heroes whose selfless acts have left behind safer streets and stronger communities.

**NOW THEREFORE**, the Fairfield County Board of Commissioners, do hereby formally declare Monday, May 15, 2022 to be:

### *Peace Officers' Memorial Day 2023*

We call upon everyone throughout Fairfield County to recognize the invaluable contributions of peace officers to uphold justice, enforce the rule of law, and protect the innocent.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 25th day of April in the Year of Our Lord, Two Thousand and Twenty-Three.

Steven A. Davis  
Commissioner

Jeffrey M. Fix  
Commissioner

David L. Levacy  
Commissioner



# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Military Awareness Month*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize people and occasions of outstanding achievement and significance; and

**WHEREAS**, the freedom, security and preserved liberties that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces and the sacrifices made by them and their family members that support them, over the history of our great nation; and

**WHEREAS**, the United States Congress, in two thousand and four, passed a resolution proclaiming May as National Military Appreciation Month, calling all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all of our Armed Services who have served and are now serving our Country, together with their families; and

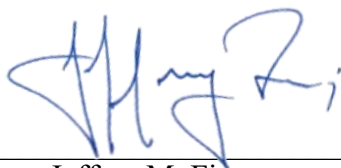
**WHEREAS**, the month of May was selected for this display of patriotism because during this month, we celebrate Victory in Europe (VE) Day, Military Spouse Appreciation Day, Loyalty Day, Armed Forces Day/Week, and Memorial Day.

**NOW THEREFORE**, the Fairfield County Board of Commissioners does hereby formally declare May 2023 to be

### ***Military Awareness Month***

throughout Fairfield County and encourages all citizens to join the Board in showing our gratitude for past and present military personnel.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield, Ohio, to be affixed to this Proclamation on the 25th Day of April in the Year of Our Lord, Two Thousand and Twenty-Three.



Jeffrey M. Fix  
Commissioner



Steven A. Davis  
Commissioner

David L. Levacy  
Commissioner

# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Foster Care & Adoption Recognition & Recruitment Month*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Commission to recognize people, organizations, and occasions of outstanding achievement and significance, and

**WHEREAS**, the Children's Bureau has identified May as National Foster Care Month with the theme "Strengthening Minds. Uplifting Families.", and

**WHEREAS**, there were 15,032 children in foster care and 7,639 foster homes in Ohio at the end of 2022, and

**WHEREAS**, Fairfield County currently has 30 agency foster homes providing services for 26 of our children needing foster placement; in addition, we have 44 children in network foster care homes, totaling 70 children in foster care. We have 67 additional children in our custody needing placement services and receiving kinship care and 27 in the temporary custody of kinship while working with the agency; and

**WHEREAS**, foster homes in Fairfield County allow for children to remain in their communities and connected to schools, services, and relatives, and

**NOW THEREFORE**, the Fairfield County Board of Commissioners does hereby formally declare May to be:

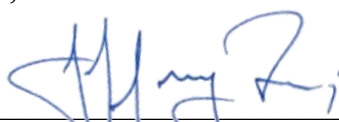
### *Foster Care & Adoption Recognition & Recruitment Month!*

Throughout Fairfield County, we urge all residents to recognize and thank foster parents, kinship care providers, and adoptive parents. ***Further, we want to hear from individuals who are interested in fostering or adopting a child. For more information, call 740.652.7887 and ask to speak with someone on the foster care team!***

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 25th day of April in the Year of Our Lord, Two Thousand and Twenty-Three.



Steven A. Davis  
Commissioner



Jeffrey M. Fix  
Commissioner



David L. Levacy  
Commissioner



# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Supervised Visitation Awareness Month*

**WHEREAS**, it is the pleasant responsibility of the Fairfield county Commission to recognize people, organizations, and occasions of outstanding achievement and significance; and

**WHEREAS**, children and their parents should have safe, quality time with one another even when there are underlying issues. The support we give children and families during times of crisis, creates trust and allows parental bonds to be formed. Parenting time is crucial to a child's well-being, yet many times children and parents are affected by domestic violence, mental health issues, and substance abuse which prevents them from interacting safely with one another; and

**WHEREAS**, strong families are the key to a promising future for everyone; and

**WHEREAS**, the mission of the Fairfield County Visitation Center is to provide supervised visitation and monitored exchanges to adults and children who have been affected by underlying issues. Through provision of a safe, secure, comfortable environment, the focus is to promote family engagement and safe, healthy, meaningful adult/child relationships; and

**WHEREAS**, during National Supervised Visitation Awareness month, we renew our commitment to children and families by providing a safe haven of support to break the cycle of violence and encourage healthy parent child relationships; and

**WHEREAS**, information about services can be found at

<https://www.co.fairfield.oh.us/dr/FC-Visitation-Center.html>;

**NOW THEREFORE**, the Fairfield County Board of Commissioners, does hereby formally declare its respect and recognition of:

**May as Supervised Visitation Awareness Month**

We urge all Fairfield County residents to recognize that safe parenting time is vital and that continuing to foster these relationships is extremely important in our community.

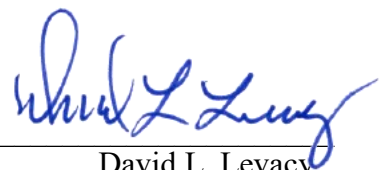
**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 25th day of April in the Year of Our Lord, Two Thousand Twenty-Three.



Steven A. Davis  
Commissioner



Jeffrey M. Fix  
Commissioner



David L. Levacy  
Commissioner



# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Public Assistance Fraud Awareness Month*

**WHEREAS,** It is the pleasant responsibility of the Fairfield County Commission to recognize people, organizations, and occasions of significance; and

**WHEREAS,** Preventing and deterring public assistance fraud is a responsible effort, bringing awareness to how fraud costs all of us in the community; and

**WHEREAS,** In 2022 Job and Family Services received \$148,246 in fraud incentives, and investigated 852 fraud referrals with more than \$504,000 collected; and

**WHEREAS,** The collaboration of Job and Family Services and the County Prosecutor's Office led to the successful prosecution of 13 public assistance fraud cases.

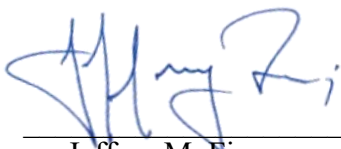
**NOW THEREFORE,** the Fairfield County Board of Commissioners does hereby formally declare May 2023 to be:

### *Public Assistance Fraud Awareness Month*

Throughout Fairfield County, we urge residents to report suspected public assistance fraud by calling Fairfield County Job and Family Services at the Fraud Hotline: (740) 652-7616, or by reporting information at [www.fcjfs.org](http://www.fcjfs.org).

We recognize the exemplary collaborative efforts in investigating referrals and prosecuting cases. With this proclamation, we bring awareness to the fact that fraud in public assistance costs all of us in the community.

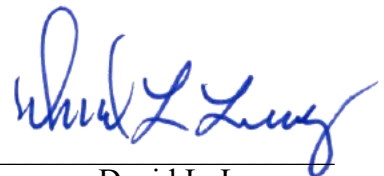
**IN WITNESS WHEREOF,** we have hereunto subscribed our names and caused the seal of the County of Fairfield, Ohio, to be affixed to this Proclamation on the 25th Day of April in the Year of Our Lord, Two Thousand Twenty-Three.



Jeffrey M. Fix  
Commissioner



Steven A. Davis  
Commissioner



David L. Levacy  
Commissioner

# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May as Mental Health Month*

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives as mental health conditions are real and prevalent in our nation; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions; and

**WHEREAS**, with effective treatment and tools, individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to support prevention efforts and to promote mental wellness.

**THEREFORE**, the Fairfield County Commission does hereby proclaim May 2023 as

### ***Mental Health Month***

The Fairfield County Board of Commissioners calls upon citizens, businesses, schools, and public and private institutions in Fairfield County to recommitting to increase awareness and understanding of mental health, protecting mental health, and providing appropriate and accessible services for all people with mental health conditions.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield, Ohio, to be affixed to this Proclamation on the 25th Day of April in the Year of Our Lord, Two Thousand Twenty– Three.



Jeffrey M. Fix  
Commissioner



Steven A. Davis  
Commissioner



David L. Levacy  
Commissioner



# Fairfield County Board of Commissioners

## *A Proclamation Recognizing May 7 – 13, 2023, as National Travel and Tourism Week*

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Commission to recognize people, organizations, and occasions of outstanding achievement and significance; and

**WHEREAS**, the purpose of National Tourism Week is to celebrate the contributions and accomplishments of the U.S. travel community; and

**WHEREAS**, the annual tradition brings industry professionals together to highlight the value of travel and consider the broad impact it holds for communities across the country; and

**WHEREAS**, members of the community are coming together to support travel and tourism in Fairfield County;

**NOW THEREFORE**, the Fairfield County Board of Commissioners does hereby formally declare its respect for and recognition of:

### **May 7 – 13, 2023 as National Travel and Tourism Week**

We call upon everyone in Fairfield County to observe this month with programs and activities that increase awareness and support travel and tourism in Fairfield County.

- Please visit [www.visitfairfieldcounty.org](http://www.visitfairfieldcounty.org) for terrific information about travel and tourism in Fairfield County.
- Visit one of Fairfield County's beautiful parks, covered bridges, or museums.
- Invite a friend to enjoy a Fairfield County destination for good food and fun!

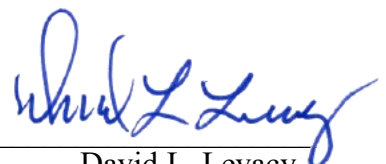
**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 25<sup>th</sup> Day of April in the Year of Our Lord, Two Thousand Twenty-Three.



Steven A. Davis  
Commissioner



Jeffrey M. Fix  
Commissioner



David L. Levacy  
Commissioner

Resolution No. 2023-04.25.a

A resolution authorizing the approval of proclamations.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution supporting a proposed bike route.**

**WHEREAS** The Board of Commissioners recognize the importance of promoting healthy and sustainable transportation options for residents and visitors; and

**WHEREAS,** a potential route has been identified for a local bike route that connects major points of interest and provides safe and convenient access to key destinations; and

**WHEREAS,** the Board of Commissioners desires to be supportive of the proposed bike route around Buckeye Lake in conjunction with community stakeholders so long as the proposed route is feasible and safe for the surrounding community.

---

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

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**Section 1.** The Fairfield County Board of Commissioners hereby supports the proposed creation and marking of a local bike route in the Buckeye Lake region of Fairfield County, as identified in Exhibit A.

**Section 2.** The Fairfield County Board of Commissioners commit to cooperate with local partners and stakeholders to undertake efforts to promote the use of the local bike route among residents and visitors, through outreach, education, and other appropriate means, as evidenced by the Letter of Support attached hereto as Exhibit B.

Prepared by: Rochelle Menningen



## BOARD OF COMMISSIONERS

### Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

### County Administrator

Aundrea N. Cordle

### Deputy County Administrator

Jeffrey D. Porter

### Clerk

Rochelle Menningen

To:

Caitlin Harley

Safe Routes to School & Active Transportation Manager

1980 W Broad St

Columbus, OH 43223-1102

[Caitlin.Harley@dot.ohio.gov](mailto:Caitlin.Harley@dot.ohio.gov)

Cc:

Ben Boyer

District 05-Capital Program Administration

9600 Jacksontown Road, Jacksontown, OH 43030

[Benjamin.Boyer@dot.ohio.gov](mailto:Benjamin.Boyer@dot.ohio.gov)

Dear Caitlin,

I am writing on behalf of the President of the Board of Fairfield County Commissioners, Steve Davis, to express his support for the proposed creation of a bike route in the Buckeye Lake region. As a Commissioner, Mr. Davis believes that this bike route will not only promote physical fitness and active transportation but will also enhance recreational opportunities for our residents and visitors.

As you are aware, Buckeye Lake is a popular destination for outdoor enthusiasts and recreational activities. However, the current lack of bike routes and trails hinders the ability of cyclists and pedestrians to fully experience the beauty and benefits of the area. Bike tourism is a growing industry, and the creation of this bike route should provide a safe and more enjoyable experience for all users.

The model provides that the proposed bike route will include a combination of existing roads and multipurpose trails that will connect the major points of interest around the lake; and will be designed to minimize conflicts between different modes of transportation.

Commissioner Davis wants to express his strong support for the proposed creation and marking of a local bike route in the Buckeye Lake region of Fairfield County and believes that the project will have significant benefits for the community and its visitors.

Sincerely,

Rochelle Menningen

Clerk to the Fairfield County Board of Commissioners

Fairfield County Commissioners Office • 210 East Main Street • Room 301 • Lancaster, Ohio 43130

P: 740-652-7090 • 614-322-5260 • F: 740-687-6048 • [www.fairfieldcountyohio.gov](http://www.fairfieldcountyohio.gov)



# Bike Buckeye Lake & BLRC Trails Committee



Terry Fischer  
President  
Bike Buckeye Lake

## Buckeye Lake Trail Update

04/25/2023059

03.23.2023

059

# Enjoy Beautiful Buckeye Lake!

Bike Buckeye Lake is a registered 501(c)3 nonprofit organization that is made up of volunteers from the Buckeye Lake Region. We are dedicated to improving our region by promoting multipurpose trails and the activities that we use them for.



# Bike Buckeye Lake Key Milestones

**July 2015**

ODNR held a Public Meeting on the status of the BL Dam Project

**December 2015**

BBL's 1st Christmas Bike event, gifting bikes to 40 children

**November 2018**

The BL Dam Trail was dedicated. BBL's trail 1st trail development success.

**August 2015**

- BBL was formed

**March 2017**

BBL incorporated as a 501(c)3 non-profit

**July 2017**

BBL held the first Tour de Buckeye Lake Fundraiser

**January 2022**

BBL 1st Trails Endowment Funded

# BBL Key Initiatives

# Tour de Buckeye Lake

**GOALS:** Raise funds to support our mission & introduce people to Buckeye Lake

- Past events
  - 2017 - 26 mile ride - 200+ riders
  - 2018 - added 10 mile ride - 200+ riders
  - 2019 - 3 rides - 8, 26, 45 miles
    - Nearly 500 Riders & 1st time rides included BL dam
  - 2020 - open ride weekend in August
  - 2021 - added Metric Century & Festival with food & live music - 576 riders
  - 2022 - August 20th - 600+ riders
- Funds raised are used to pay for activities such as engineering studies & grant writing



# Tour de Buckeye Lake

- August 19th at the Millersport Corn Festival Grounds
- Will finish sponsorship package at the end of March
- 1 Premier Sponsor and 10 Partner Sponsorship Opportunities
- We need some help with Volunteer Management, Safety (First Aid) Information
- Expecting over 700 riders



# Christmas Bike Giveaway

**GOAL:** Raise money & gift bicycles & helmets to children at Christmas.

To date, we have gifted almost 800 bicycles, helmets and locks to underprivileged children in the three counties that surround Buckeye Lake.

These children might not have Christmas otherwise. Our Fundraising is a year round activity

2022  
131 bikes & helmets  
On December 12th

04/25/2023065





# Trash Pickup Days

**GOAL: Clean up the BL region**

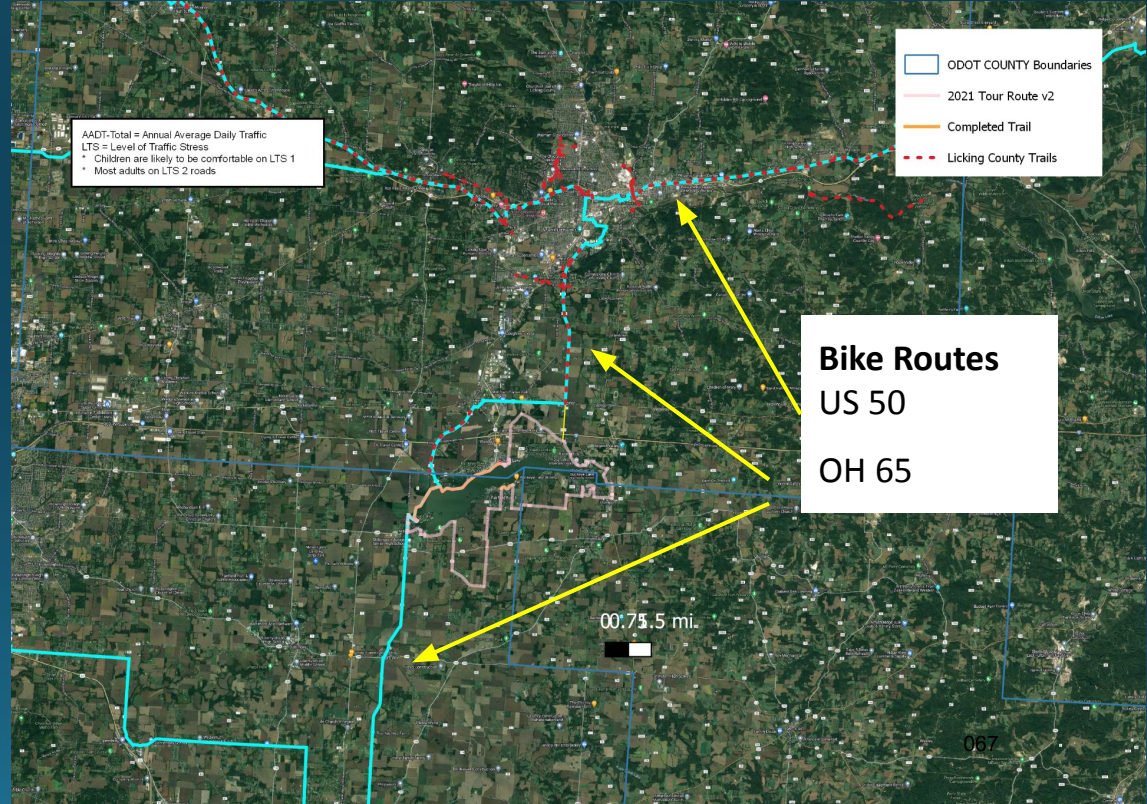
We organize at least 2 litter clean up events per year - May 7th @ 9:00 am

COVID inspired  
group picture



# BBL Trail Building

Our ultimate goal is to  
enable cyclists and  
hikers to safely travel  
around the lake &  
connect to other  
regional trails



The Buckeye Lake Trail

# The Current State





# The Buckeye Lake Dam Trail Our 1st Success!

04/25/2023069







Fairfield Beach

Brooks Park



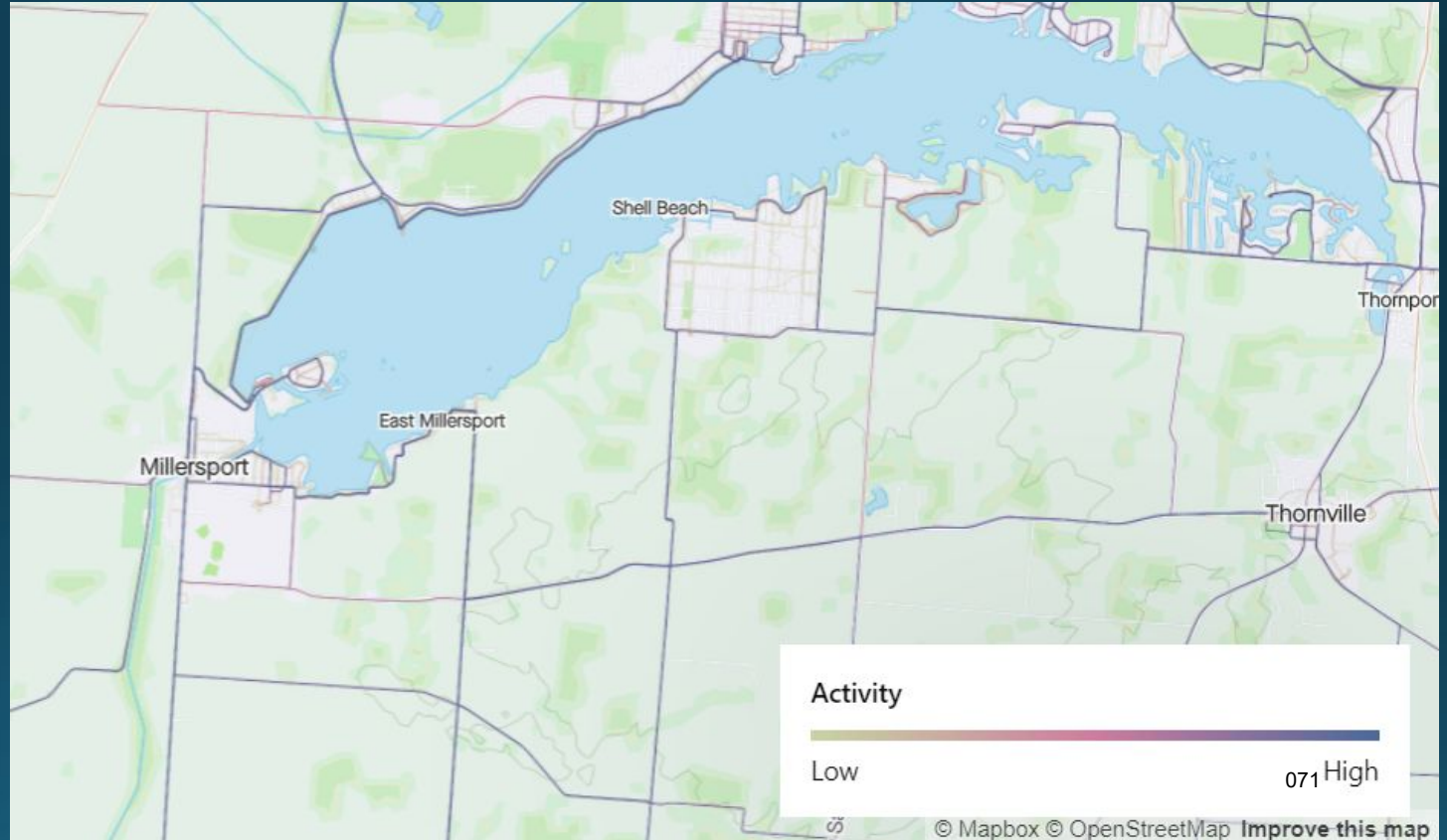
Reine Down Photography

New in 2022

04/25/2023070

070

# Riding Activity - Courtesy of Strava Metro





LTS quantifies the stress caused by riding conditions

Image Source:  
Unknown.

Concept explained  
in FHWA Bikeway  
Selection Guide

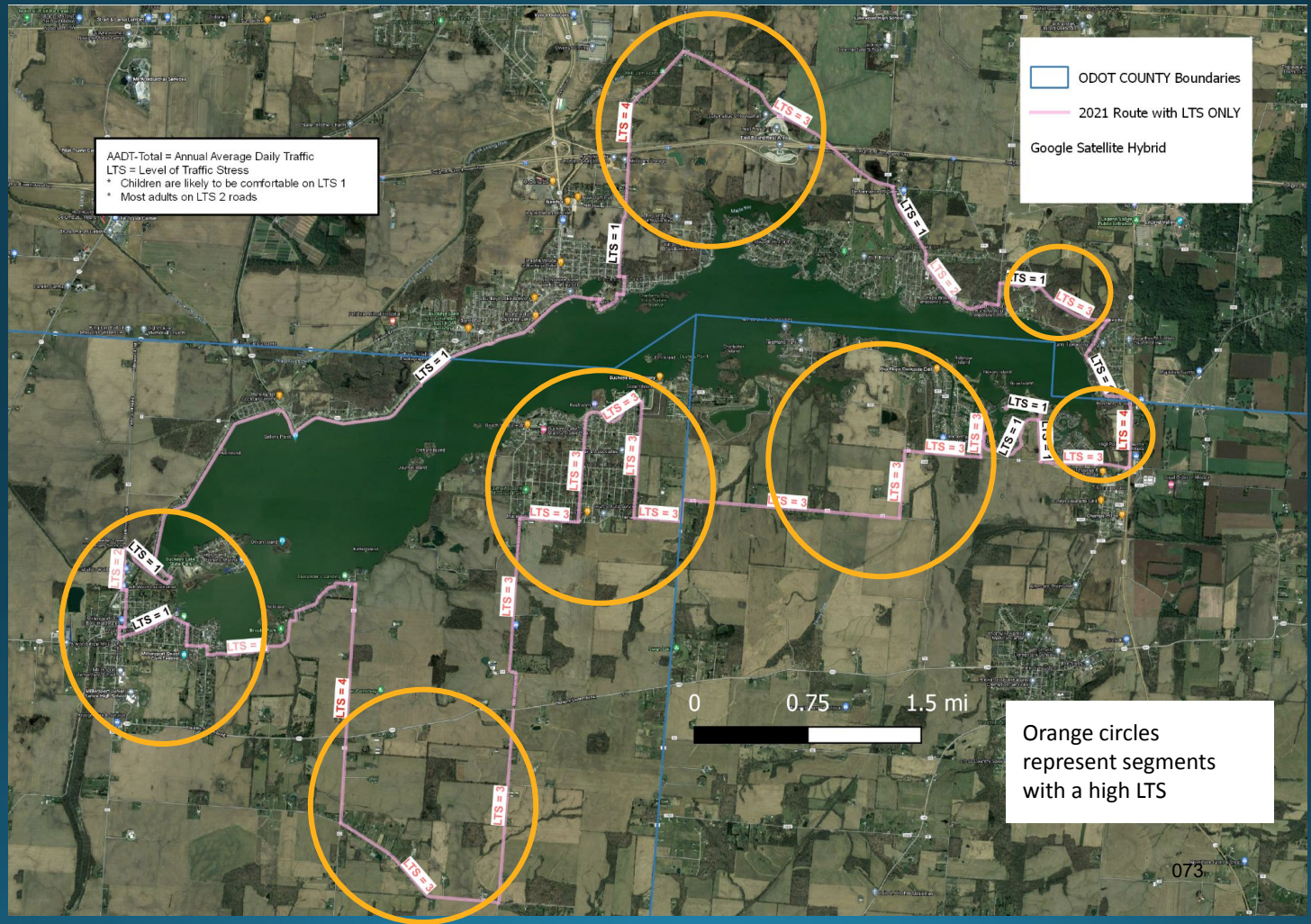


## Using LTS Scores

LTS scores can inform planning processes, identify design needs, influence decisions about where to make investments and inform the public about roads that might be the most comfortable for riding.

# The Buckeye Lake Trail

## Levels of Traffic Stress



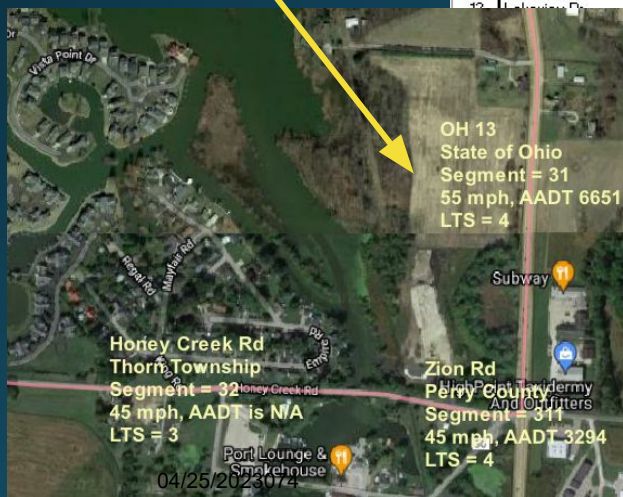


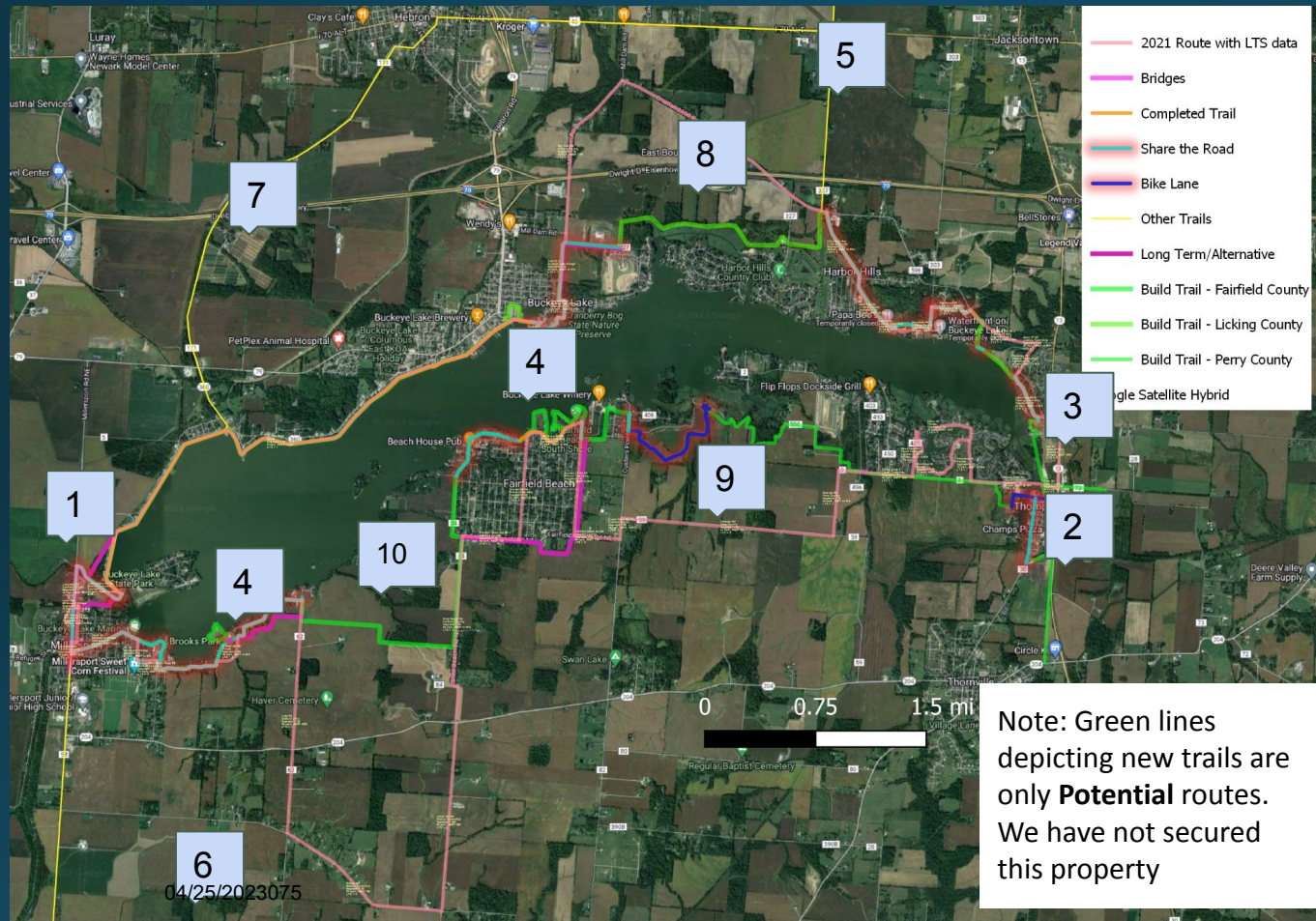
## The Buckeye Lake Trail "segment" details

Note: All of the official ODOT & County supporting data is integrated into our calculations & GIS maps

id	Street_G	Length (m)	County Lookup	Owner Extended	LTS- level of traffic stress
1	Chataqua St 1	0.01	Fairfield	Millersport Village	1
2	7th St	0.14	Fairfield	Millersport Village	1
3	Canal Dr	0.49	Fairfield	Millersport Village	1
4	Lancaster Rd 1	0.07	Fairfield	Fairfield County	2
5	Terrace St	0.03	Fairfield	Millersport Village	1
6	Fire House Alley	0.24	Fairfield	Millersport Village	1
7	Lynn Ave	0.03	Fairfield	Millersport Village	1
8	Lancaster Rd	0.27	Fairfield	Fairfield County	2
9	Liebs Island Rd NE	0.42	Fairfield	Walnut Township	1
10	BL Dam Trail	4.06	Fairfield	ODNR	1
11	Buckeye Ave	0.05	Licking	Buckeye Lake Village	1
12	Chataqua St 2	0.03	Licking	Buckeye Lake Village	1
13	Chataqua St 3	0.04	Licking	Buckeye Lake Village	1
14	Chataqua St 4	0.16	Licking	Buckeye Lake Village	1
15	Chataqua St 5	0.04	Licking	Buckeye Lake Village	1
16	Chataqua St 6	0.11	Licking	Buckeye Lake Village	1
17	Chataqua St 7	0.04	Licking	Buckeye Lake Village	1
18	Chataqua St 8	0.46	Licking	Buckeye Lake Village	1
19	Chataqua St 9	1.17	Licking	Licking County	4
20	Chataqua St 10	1.67	Licking	Licking County	3
21	Chataqua St 11	0.5	Licking	Licking County	1
22	Chataqua St 12	0.42	Licking	Licking County	2
23	Chataqua St 13	0.19	Licking	Licking Township	1
24	Chataqua St 14	0.08	Licking	Licking County	2
25	Chataqua St 15	0.14	Licking	Licking County	2
26	Sandpiper Dr	0.3	Licking	Licking Township	1

id	Street_G	Length (m)	County Lookup	Owner Extended	LTS- level of traffic stress
26	Sandpiper Dr	0.3	Licking	Licking Township	1
27	Cristland Hill Rd 2	0.52	Licking	Licking County	3
28	Avon Pl SE	0.06	Licking	Licking Township	1
29	Westview Pl	0.17	Licking	Licking Township	1
30	Lakeshore Blvd	0.49	Licking	Licking Township	1
31	DH 13	0.48	Perry	State of Ohio	4
31.1	Zion Rd	0.02	Perry	Perry County	4
32	Honey Creek Rd	0.57	Perry	Perry County	3
33	Shoreline Dr	0.27	Perry	Private	1
34	Heron Dr	0.66	Perry	Private	1
35	Shoreline Dr	0.81	Perry	Private	1
36	Town Hwy 405	0.3	Perry	Thorn Township	3
37	Honey Creek 2	0.55	Perry	Perry County	3
38	Roberts Rd	0.44	Perry	Perry County	3
39	Zartman Rd	1.43	Perry	Perry County	3
40	Custer Point Rd NE	0.14	Perry	Fairfield County	3
41	Fairfield Beach Rd NE	0.31	Fairfield	Fairfield County	3
42	Rosewood Rd NE	0.77	Fairfield	Walnut Township	3
43	Lake Shore Dr NE	0.47	Fairfield	Walnut Township	3
44	Juniper Rd NE	0.66	Fairfield	Walnut Township	3
45	Fairfield Beach Rd NE 2	0.38	Fairfield	Fairfield County	3
46	Shell Beach Rd	2.58	Fairfield	Fairfield County	3
46.1	Cattail Rd NE	1.26	Fairfield	Walnut Township	3
47	Geiger Rd	1.23	Fairfield	Walnut Township	3
48	Lake Rd	1.57	Fairfield	State of Ohio	4
49	S Bank Rd NE	1.28	Fairfield	Walnut Township	2
50	Summerland Beach Road NE	0.05	Fairfield	Walnut Township	3
51	Chataqua Blvd 2	0.12	Fairfield	Millersport Village	1
Total Miles		28.75			





## BL Trails Activities

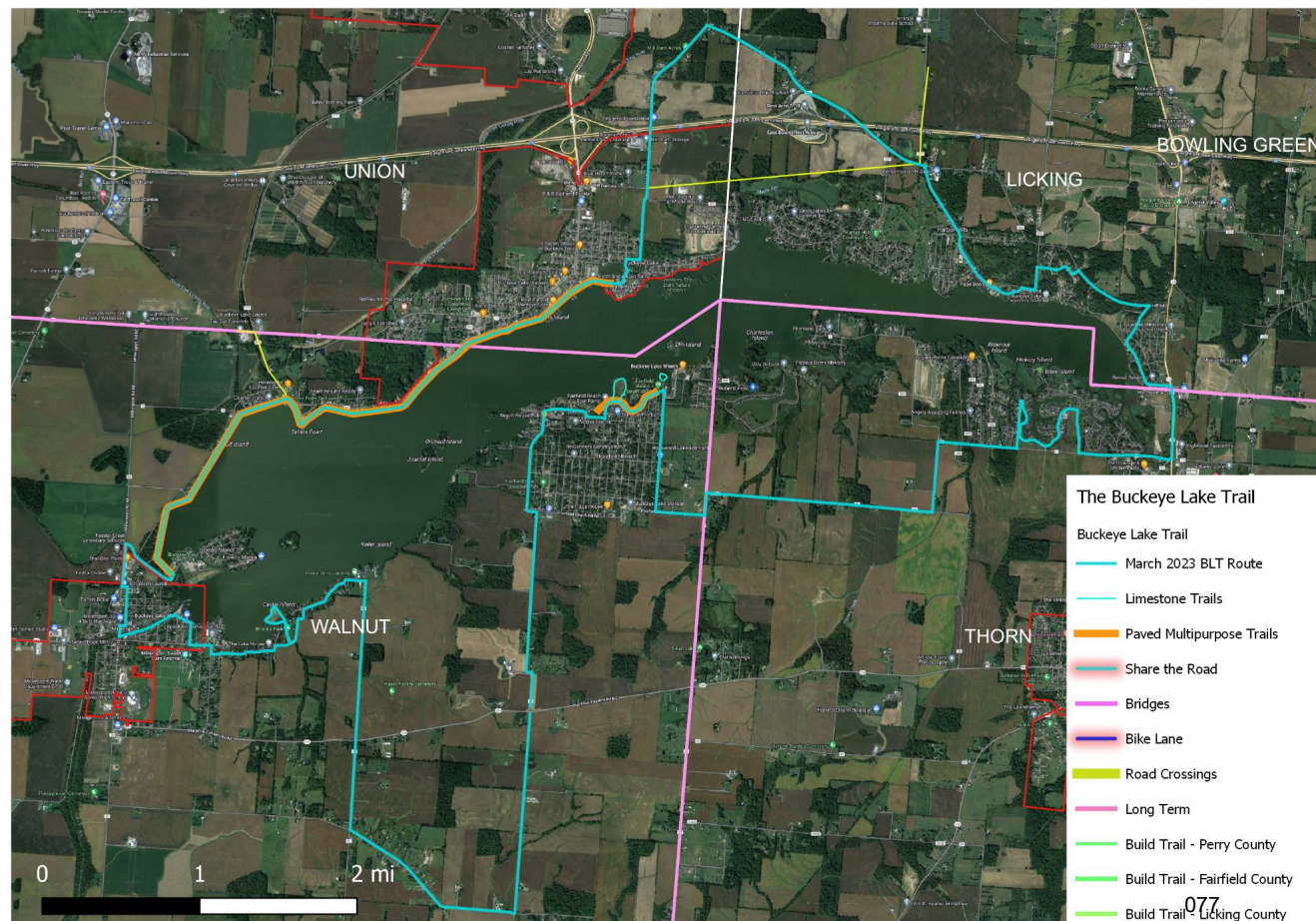
- 1- \$200k LCATS funding secured for Millersport multipurpose trail engineering
- 2 - TR 358 becoming a multi-use trail/trailhead
- 3 - Kayak Launch, promenade and lateral road
- 4 - New BL State park peninsula trails
- 5 - Lancer Road trail extension - BBL funding
- 6 - Fairfield County ATP update
- 7 - Canal Trail paving (ODOT funded 2023) - BBL funding
- 8 - Maple Bay Boardwalk - Pursuing funding for detailed Feasibility/Engineering - BBL Funding
- 9 - Honey Creek Trail
- 10 - 204 Bypass

**The BL Trail - Need all jurisdictions to support**

# Buckeye Lake Trail (BLT) Signage Plan & Project Update



# The Buckeye Lake Trail



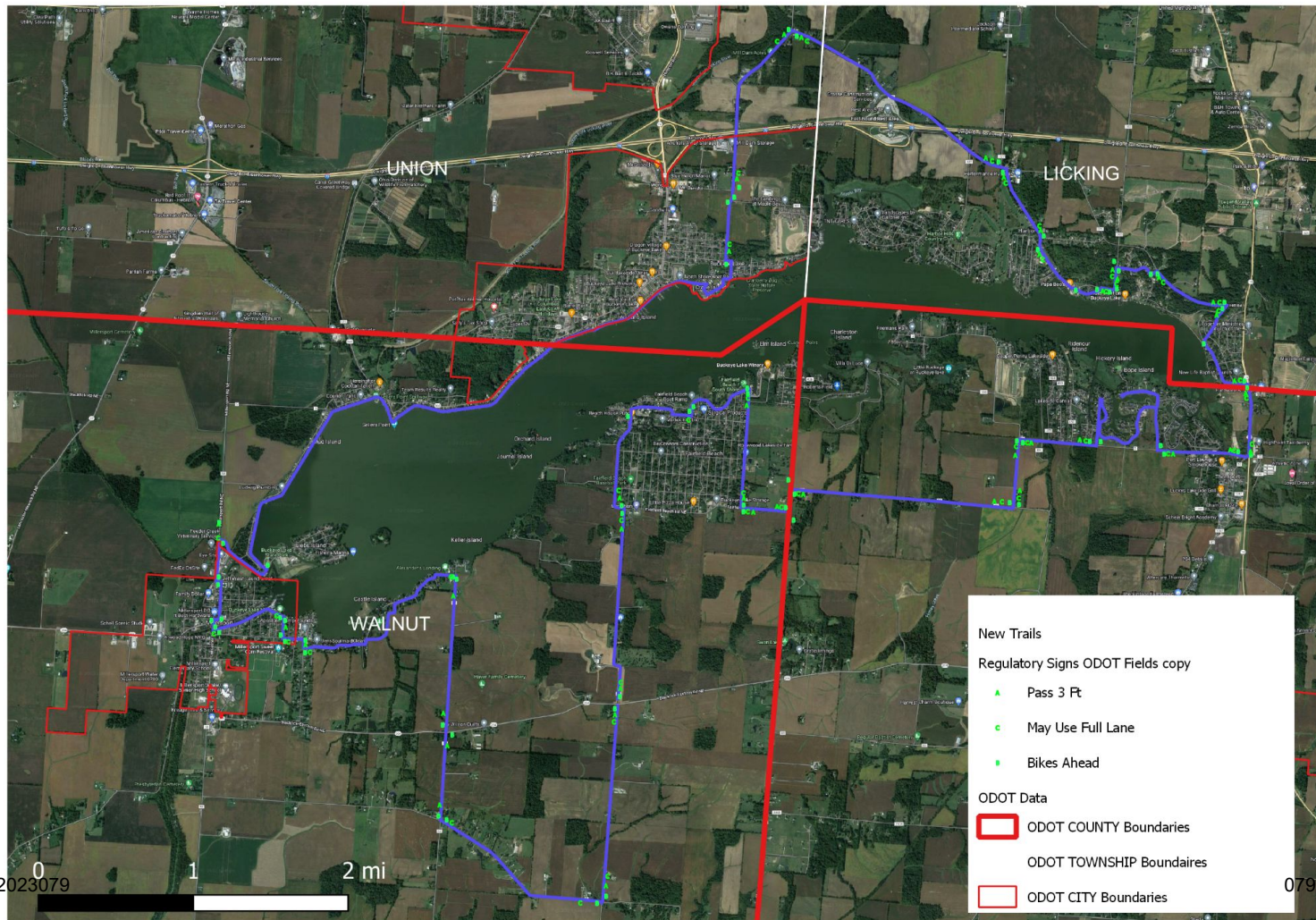
04/25/2023077

077

# Typical Regulatory & Wayfinding Plan Detail







# Sign Count Overview

<b>Owner</b>	<b>Regulatory Count</b>
Buckeye Lake Village	6
Fairfield County	41
Licking County	37
Licking Township	12
Millersport Village	16
Perry County	25
Private	1
State of Ohio	7
Thorn Township	1
Walnut Township	39
<b>Grand Total</b>	<b>185</b>

<b>Owner</b>	<b>Wayfinding Count</b>
Buckeye Lake Village	18
Fairfield County	34
Licking County	32
Licking Township	20
Millersport Village	26
ODNR	26
Perry County	20
Private	12
State of Ohio	4
Thorn Township	6
Walnut Township	52
<b>Grand Total</b>	<b>250</b>

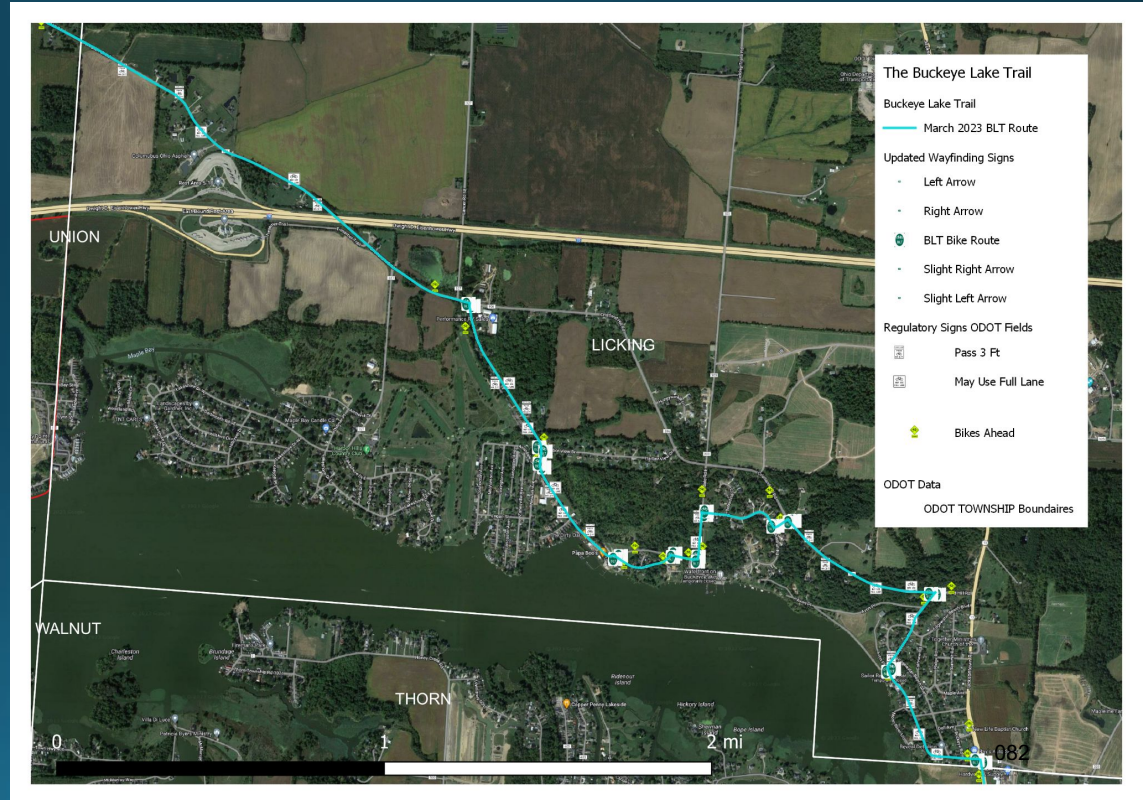
Note: there are ½ as many posts as wayfinding signs

# Licking Township Detail Example

# Licking Township BLT Signage Plan

- Sign Permission
  - Letter of Support
  - Resolution - Dedicated local route
- Installation
  - Labor
  - Materials
    - Signs
    - Posts
- Maintenance
  - Labor
  - Materials

04/25/2023082





## Licking County Wayfinding Signs

LIC	Buckeye Lake Village	Buckeye Ave	2
		East St 2	8
		Lakeview Ave	4
		Union Ave	4
	Buckeye Lake Village Total		18
	Licking County	Avondale Rd	10
		Columbus Ave	10
		Cristland Hill Rd	8
		Mill Dam Rd	4
	Licking County Total		32
	Licking Township	Avon PI SE	2
		Lake Drive	4
		Lakeshore Blvd	6
		Sandpiper Dr	8
	Licking Township Total		20

## Licking County Regulatory Signs

LIC	Buckeye Lake Village	East St 2	4
		Lakeview Dr	2
	Buckeye Lake Village Total		6
	Licking County	Avondale Rd	6
		Avondale RD E	5
		Columbus Ave	6
		Cristland Hill Rd	13
		Hunts Landing Rd	1
		Mill Dam Rd	6
	Licking County Total		37
	Licking Township	Avon PL SE	1
		Lake Drive	2
		Lakeshore Blvd	5
		Sandpiper Dr	2
		Westview PL SE	2
	Licking Township Total		12

04/25/2023083

10 Sign Posts - 2 signs on each BLT & Arrow

Costs based on MP Dory Quote (Reg Sign QTY adjusted from 172 to 185 based on updated map.

Wayfinding estimate based on Regulatory Quote

<b>Regulatory Signs</b>	QTY	Unit	Material \$/Unit	Labor \$/Unit	Total Unit Price	Materials	Labor	Total
Post Anchor	185	<u>Each</u>	25	75	\$100	\$4,625	\$13,875	\$18,500
Ground Mounted Support	1850	<u>Linear Feet</u>	4	7	\$11	\$7,400	\$12,950	\$20,350
Signs	1591	<u>sq ft</u>	8	8	\$16	\$12,728	\$12,728	\$25,456
Total						<b>\$24,753</b>	<b>\$39,553</b>	\$64,306
<b>Wayfinding Signs</b>								
	QTY	Unit	Material \$/Unit	Labor \$/Unit	Unit Price	Materials	Labor	Total
Post Anchor	126	<u>Each</u>	25	75	\$100	\$3,150	\$9,450	\$12,600
Ground Mounted Support	1260	<u>Linear Feet</u>	4	7	\$11	\$5,040	\$8,820	\$13,860
Signs	1083.6	<u>sq ft</u>	8	8	\$16	\$8,669	\$8,669	\$17,338
Total						<b>\$16,859</b>	<b>\$26,939</b>	\$43,798
					<b>Grand Totals</b>	<b>\$41,612</b>	<b>\$66,492</b>	<b>\$108,104</b>

# In Closing

- All 3 County Engineers and Commissioners are on board - Memorandums of Understanding, Letters of Support & Designated Local Route Resolutions processes started.
- Buckeye Lake Village on board, Walnut Township & Millersport Village have been supportive. ODOT District 5 and ODNR are supportive.
- Our goal is to have these signs up before next summer.
- **BBL is recommending working together to request financial assistance for the Signs and Installation under the Abbreviated Safety program funding.**
- **Our ultimate goal is still to build a multipurpose trail around the lake, but we need to make the route safer now.**

# Moving Forward

- We need:
  - A Letter of Support for marking the Buckeye Lake Trail
  - A Resolution designating the BLT route as a “Local Route” by all of these jurisdictions
  - Help us to secure the funding to acquire the materials (signs, paint, etc...)
    - We believe that we can get funding from ODOT Safety for the Regulatory Signs. We need jurisdictions to act as the agency of record for the Abbreviated ODOT Safety Funding request for the regulatory signs

# Longer Term - Potential Buckeye Lake Trail Consortium

- There are a series of parks around the Lake including, Brooks, Fairfield Beach, Leibs, North Shore (ODNR) and the Kayak launch (Thorn Township). The Buckeye Lake Trail connects them today via surface streets, but the goal is to build multipurpose trails to connect them.
- We are proposing a meeting with representatives from around the lake who could/world include the County Parks Departments, ODNR, the County Commissioners (representative Commissioner), the Villages, County Trustees... to see if there is an opportunity to work together to make this happen and maintain it over time.

Prosecutor's Approval Page

Resolution No.

A resolution supporting a proposed bike route.

(Fairfield County Commissioners)

Approved as to form on 4/21/2023 11:16:31 AM by Amy Brown-Thompson,



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



Resolution No. 2023-04.25.b

A resolution supporting a proposed bike route.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.**

**WHEREAS,** appropriations are needed for the employee recognition event; and

**WHEREAS,** an account to account transfer will allow proper classification of major expenditure object category in materials & supplies.

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$2,100 is hereby authorized as follows:

From: 12100107 fringe benefits  
To: 12100107 materials & supplies

---

***For Auditor's Office Use Only:***

***Section 1.***

*\$ 2,100*

*FROM: 12100107 526000 workers compensation*  
*TO: 12100107 561000 office supplies*

Resolution No. 2023-04.25.c

A resolution approving an account to account transfer in a major object expense category for Human Resources, General Fund# 1001.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a fund to fund transfer from the General Fund #1001 to the Flexible Spending Account Fund # 7680.**

**WHEREAS,** The department of Human Resources is responsible for managing the fund and payments to United Health Care (UHC) for the flexible spending account; and

**WHEREAS,** the Board of Commissioners allocate funding to supplement administrative and other costs for the flex spending account; and

**WHEREAS,** it is necessary to transfer the cash from the general fund to the Flexible Spending Account Fund to meet obligations.

---

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

---

**Section 1.** That the transfer of funds in the amount of \$15,000 hereby authorized as follows:

From: 12100149 700009 GRF Flex Spending transfers out  
To: 90768000 439100 Flexible Spending transfers in

Signature Page

Resolution No. 2023-04.25.d

A resolution to approve a fund to fund transfer from the General Fund #1001 to the Flexible Spending Account Fund # 7680.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



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

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

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

---

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

---

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

72730800 436100	Parks Interest Income	\$854.87
71701247 436100	WIC Interest Income	\$328.14
71732153 436100	Bioterrorism Interest Income	\$634.11
81786520 436100	Port Authority Interest Income	\$0.89
	Total - Agency Funds	<b>\$1,818.01</b>

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: \$1,818.01

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 19, 2023

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

Dear Staci,

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

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MAR 23

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2591 CDBG Rehab Mortgage Refunds	\$338.61
2675 CDBG Project Income	\$9.59
7113 Prepayment Fund	\$14.60
2716 RLF/CDBG Fund	\$90.85
2717 RLF/D Fund	\$1,299.57
7308 Fairfield County Historical Parks	\$854.87
7012 WIC Grant	\$328.14
7321 Bioterrorism Grant	\$634.11
5376 Self Fund Health Care	\$19,399.50
7865 Fairfield Port Authority (Econ Dev)	\$0.89

<b>Total</b>	<b>\$22,970.73</b>
--------------	--------------------

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

abk  
enclosures

MAR 23

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$100,768.96
End of Month Balance:	100,928.37
Average of Beginning and Ending Balance(A):	\$100,848.67

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.000355286
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Amount to be Allocated to Fund:	\$338.61
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MAR 23

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,852.95
End of Month Balance:	\$2,857.40
Average of Beginning and Ending Balance(A):	\$2,855.18

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	1.00587E-05
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Amount to be Allocated to Fund:	\$9.59
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MAR 23

PREPAYMENT FUND

Fund Number:	7113
Beginning Balance:	\$6,332.43
End of Month Balance:	\$2,365.08
Average of Beginning and Ending Balance(A):	\$4,348.76

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	1.53205E-05
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Amount to be Allocated to Fund:	\$14.60
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MAR 23

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$20,346.39
End of Month Balance:	\$33,769.23
Average of Beginning and Ending Balance(A):	\$27,057.81

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	9.53235E-05
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Amount to be Allocated to Fund:	\$90.85
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MAR 23

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$382,879.52
End of Month Balance:	\$391,218.21
Average of Beginning and Ending Balance(A):	\$387,048.87
All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17
Total Investment Income for the Month:	\$953,070.85
(A) as a percent of (B):	0.001363557
Amount to be Allocated to Fund:	\$1,299.57

MAR23

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$244,723.42
End of Month Balance:	\$264,489.12
Average of Beginning and Ending Balance(A):	\$254,606.27
All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17
Total Investment Income for the Month:	\$953,070.85
(A) as a percent of (B):	0.000896967
Amount to be Allocated to Fund:	\$854.87

MAR 23

WIC

Fund Number: 7012

Beginning Balance: \$72,202.12

End of Month Balance: 123,258.14

Average of Beginning and Ending Balance(A): \$97,730.13

All County Funds Beginning Balance: 314,604,147.17

All County Funds Ending Balance: 253,100,497.16

Average of Beginning and Ending Balance, All County Funds(B): \$283,852,322.17

Total Investment Income for the Month: \$953,070.85

(A) as a percent of (B): 0.000344299

Amount to be Allocated to Fund: \$328.14



MAR 23

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$184,447.95
End of Month Balance:	193,267.78
Average of Beginning and Ending Balance(A):	\$188,857.87
All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17
Total Investment Income for the Month:	\$953,070.85
(A) as a percent of (B):	0.000665338
Amount to be Allocated to Fund:	\$634.11

MAR 23

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$6,132,875.53
End of Month Balance:	5,386,857.07
Average of Beginning and Ending Balance(A):	\$5,759,866.30
All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17
Total Investment Income for the Month:	\$953,070.85
(A) as a percent of (B):	0.020291771
Amount to be Allocated to Fund:	\$19,339.50

MAR 23

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$264.34
End of Month Balance:	\$264.75
Average of Beginning and Ending Balance(A):	\$264.55
All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17
Total Investment Income for the Month:	\$953,070.85
(A) as a percent of (B):	9.31981E-07
Amount to be Allocated to Fund:	\$0.89



# DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **March 31, 2023**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABF

Balance at Close of Business: March 30, 2023		TREASURY	DEPOSITORY	TOTAL
		137,423.33	253,224,774.54	253,362,197.87
Pay-Ins		566,790.03		566,790.03
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		49,515.79		49,515.79
Escrow Prepayment 7113		0.00		0.00
Undivided Estate Tax 7115		0.00		0.00
Prepay Overage 7787		0.00		0.00
		0.00		0.00
Tax Refund 7109RF		0.00		0.00
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH) 7128		0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ) 7505		0.00		0.00
Pre-Settlement General 7109		0.00		0.00
Pre-Settlement Estate Tax 7117		0.00		0.00
Daily Receipts Total 616,305.82				
Investments:	Total from Chart 2 b	1,997,998.81		1,997,998.81
Misc.	Total from Chart 2 a	0.00		0.00
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	610,210.82		610,210.82
				0.00
				0.00
Checks from Depository (schedule E)		267,795.71		267,795.71
Deposited with:				
Banks (schedule D)			128,724.10	128,724.10
ACH & Wire Total (schedule B)			2,487,464.87	2,487,464.87
Investment:	Total from Schedule C		0.00	0.00
SUBTOTAL (DAILY WORK)		3,492,311.16	2,616,188.97	6,108,500.13
TOTALS INCLUDING BALANCE		3,629,734.49	255,840,963.51	259,470,698.00
Disbursement:				
*	Wire & ACH Debits (schedule F)	610,210.82		610,210.82
				0.00
General Warrants (Fairfield Nat'l Bank)		267,795.71		267,795.71
Investment:	Total from Schedule C	0.00		0.00
Deposited in Depository (schedule B & D)		2,616,188.97		2,616,188.97
Checked from Depository				
Banks (Schedule E)			267,795.71	267,795.71
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		1,997,998.81	1,997,998.81
*	Total from Chart 2 a		0.00	0.00
Wires & ACH Debits (schedule F)			610,210.82	610,210.82
TOTAL		3,494,195.50	2,876,005.34	6,370,200.84
Balance at Close of Business Above Date		135,538.99	252,964,958.17	253,100,497.16

TREASURY	135,538.99
LEDGER	6,550,612.25
ICS	0.00
INVESTMENTS	246,414,345.92
sub total	253,100,497.16
FORM 6	253,100,497.16
	0.00

Drawer	619.29
Safe	10,763.00
PNP	26,861.49
Checks	97,295.21
Total Treasury	135,538.99

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

To the County Auditor:

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

31ST day of MARCH

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

James N. Bahmen  
Jennifer E. Dineen

County Treasurer

## Fiscal Specialist

***James N Bahnsen***

210 East Main Street

Lancaster, Ohio 43130

**Fairfield County Treasurer**

**Telephone: (740 ) 652-7140**

April 19, 2023

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

Dear Staci,

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

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

ABK  
Enclosures

MAR 23

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$15,748.29
End of Month Balance:	15,722.86
Average of Beginning and Ending Balance(A):	\$15,735.58

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	5.54358E-05
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Amount to be Allocated to Fund:	\$52.83
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MAR 23

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$267,869.80
End of Month Balance:	268,287.82
Average of Beginning and Ending Balance(A):	\$268,078.81

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.000944431
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Amount to be Allocated to Fund:	\$900.11
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MAR 23

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$273,345.71
End of Month Balance:	273,772.28
Average of Beginning and Ending Balance(A):	\$273,559.00

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.000963737
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Amount to be Allocated to Fund:	\$918.51
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MAR 23

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$84,045.16
End of Month Balance:	84,176.32
Average of Beginning and Ending Balance(A):	\$84,110.74

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.000296319
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Amount to be Allocated to Fund:	\$282.41
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MAR 23

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$223,507.10
End of Month Balance:	223,855.89
Average of Beginning and Ending Balance(A):	\$223,681.50

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.000788021
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Amount to be Allocated to Fund:	\$751.04
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MAR 23

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$405,786.92
End of Month Balance:	406,420.17
Average of Beginning and Ending Balance(A):	\$406,103.55

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	0.001430686
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Amount to be Allocated to Fund:	\$1,363.55
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MAR 23

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,309.32
End of Month Balance:	1,311.36
Average of Beginning and Ending Balance(A):	\$1,310.34

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	4.61627E-06
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Amount to be Allocated to Fund:	\$4.40
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MAR 23

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$18,216.93
End of Month Balance:	18,245.35
Average of Beginning and Ending Balance(A):	\$18,231.14

All County Funds Beginning Balance:	314,604,147.17
All County Funds Ending Balance:	253,100,497.16
Average of Beginning and Ending Balance, All County Funds(B):	\$283,852,322.17

Total Investment Income for the Month:	\$953,070.85
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(A) as a percent of (B):	6.42276E-05
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Amount to be Allocated to Fund:	\$61.21
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**Interest Report Fairfield County March 2023**

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
March 1, 2023	\$166,044.31	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 2, 2023	\$18,250.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 2, 2023	\$35,703.76	GENERAL	10 436100	DEPINVINT FNB SWEEP
March 2, 2023	\$98,217.35	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 15, 2023	\$4,500.60	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 15, 2023	\$28,155.56	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 20, 2023	\$21,870.43	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 24, 2023	\$15,714.61	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 24, 2023	\$108,114.49	GENERAL	10 436100	DEPINVINT FNB ICS
March 24, 2023	\$201.34	GENERAL	10 436100	DEPINVINT FNB SWEEP
March 24, 2023	\$19,891.25	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 24, 2023	\$370,443.46	GENERAL	10 436100	DEPINVINT STAR OHIO INT
March 30, 2023	\$21,250.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 30, 2023	\$6,162.50	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
March 30, 2023	\$38,551.19	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

**SUM:**  
\$953,070.85

**RECEIVED**  
**NO. \_\_\_\_\_**

**APR 13 2023**

**JAMES N. BAHNSEN**  
**Fairfield County Treasurer**

Resolution No. 2023-04.25.e

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.**

**WHEREAS,** increased costs for materials and supplies require additional appropriations; and

**WHEREAS,** to appropriate from unappropriated will allow proper accounting in the major expenditure object category of materials & supplies will allow an increase to the 2023 Budget.

---

**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:

\$ 50,000    Materials & Supplies    12100114

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***For Auditor's Office Use Only:***

\$50,000	12100114	560000
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Prepared by: Staci Knisley

Resolution No. 2023-04.25.f

A resolution to appropriate from unappropriated in major expenditure object categories for the General Fund# 1001.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution approving the reappointment of Mr. Robert Maynard to the Fairfield County Port Authority.**

**WHEREAS,** By virtue of Resolution 2018-11.08.a, Robert Maynard was appointed to serve a four-year term on the Fairfield County Port Authority Board expiring December 31, 2022; and

**WHEREAS,** the Board of Commissioners is authorized to appoint qualified individuals to serve Board and reappoint current members of the Board; and

**WHEREAS,** Mr. Robert Maynard has expressed an interest and willingness to continue serving on the board and have requested to be reappointed to fill another four-year term on the Board.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby reappoint Mr. Robert Maynard to serve an additional four-year term on the Fairfield County Port Authority.

**Section 2.** That this appointment is effective January 1, 2023, expiring December 31, 2026.

Prepared by: Angel Conrad  
Cc: Fairfield County Port Authority



Resolution No. 2023-04.25.g

A resolution approving the reappointment of Mr. Robert Maynard to the Fairfield County Port Authority.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to authorize the approval of the agreement between Ernst & Young LLP and the Fairfield County Board of County Commissioners.**

**WHEREAS,** Fairfield County Economic and Workforce Development serves as the administrative and fiscal agent for the Area 20 Workforce Development Board; and

**WHEREAS,** the Area 20 Workforce Development Board was awarded a Business Resource Network grant to raise awareness of in demand careers to support employers in our workforce area; and

**WHEREAS,** an agreement between Ernst & Young LLP and the Fairfield County Commissioners was created to provide the Strategic Workforce Analysis and Economic Recovery Plan for Area 20;

---

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

---

**Section 1.** That the Fairfield County Commissioners approve the agreement between Fairfield County and Ernst & Young LLP.

Prepared by: Angel Conrad

## Statement of Work

This Statement of Work, which is effective as of March 3, 2023 (this “SOW”), is made by Ernst & Young LLP (“EY”) and Fairfield County, on behalf of itself and its affiliate(s), (“Client”), pursuant to the Agreement, dated March 3, 2023 (the "Agreement"), between EY and Fairfield County.

This SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement.

## Scope of Services

EY will provide the following Services (the “Services”) to Client.

### Workstream 1: Communications and Outreach

At the beginning of the project, we will work with the client to establish a Strategy Committee, lead a multi-pronged stakeholder engagement effort to include surveys and stakeholder meetings, and collect existing data on the community and its workforce.

1. Prior to the initial strategy kick-off meeting, EY will develop a **Project Guide including a communications and outreach plan** for proposed outreach channels (interviews, focus groups, presentations) and a timeline for each interaction.
2. We will deliver a **Comprehensive Data Gathering List** to the client for feedback in early March. This list will provide additional detail on our planned analysis and data sources.
3. We will design a **Survey** to distribute across the region to gather insights into current workforce challenges, access and barriers to essential services, and needs. Our survey can be targeted to both residents and businesses, with question branching into business-related questions for business owners/managers. We will design the survey and analyze the results, but we will ask the client to construct the survey using an online service and to promote the survey through partner channels.
4. We will facilitate a **Strategy Committee** over the duration of the project, with 3 meetings over the project timeline to report on our findings and gather their feedback and direction.
5. We will conduct up to **5 interviews** with stakeholders of the Strategy Committee’s choice to gain individual perspectives on the region’s workforce challenges and opportunities.
6. We will facilitate up to **4 virtual stakeholder focus groups** that can include up to 15 participants each or public open houses. Focus groups can be organized around subject matter or industry.
7. We will make a **final presentation** to the Steering Committee, community leadership, and anyone that has contributed to the planning process.

## Workstream 2: Regional Economic and Background Assessment

During Workstream 2 we will compile and develop original research on the following items:

1. Profile workforce conditions for the Region and each individual county (5)
  - ▶ Overall growth in the labor force, participation, and unemployment rates
  - ▶ Demographic and economic characteristics
  - ▶ Wage comparison with which its counties compete
  - ▶ Educational attainment/college enrollment/industry recognized credentials
2. Conduct industry cluster analysis for the Region and each individual county (5)
  - ▶ EY maintains a propriety definition of 30 industry clusters to better analyze the hundreds of 4-digit NAICS codes.
  - ▶ We will provide charts and tables describing clusters size, growth, and location quotients (indicating relative strength in the local economy)
3. Profile worker commuting patterns for each county (5)
  - ▶ EY will utility the Census LED on the Map to product visuals showing commuting patterns for each county from their adjacent counties.
4. Provide forecasts of industry employment and high-growth occupations for the Region and each individual county (5)
  - ▶ EY will provide forecasts from EMSI for high growth clusters in industry and occupations.

Data sources for this project will be government (state, federal) and EY's data vendor of choice, EMSI.

## Workstream 3: Industry Specific Workforce Needs Assessment

During Workstream 3 we will compile and develop original research on the following items:

1. Profile of occupational demand for each Target Industry for the Region
  - ▶ Based on NAICS definitions for each Target Industry, we will compile data from EMSI showing how many jobs are needed by occupation and education level.



2. Inventory training providers in the Region that serve the 5 target industries
  - ▶ We will compile data from the IPEDS database from US Dept. of Education.
3. Identify skills needed by growing industries today and long-term
  - ▶ We will leverage forecasts by industry to supplement occupational forecasts in Workstream 2 in order to show where job demand is most likely to grow.
4. Summarize labor availability data in the region
5. Identify strategies to attract job seekers to the region and to help upskill existing workers
  - ▶ We will leverage case studies and practices to provide a range of options to the client and region.
6. Evaluate survey data collected by the client on qualitative feedback from regional employers
  - ▶ We will analyze data and present findings in charts and tables.

## Workstream 4: Report Production

We will produce:

1. A regional report with all findings of regional data
2. Individual sections for each of the five counties
3. A Powerpoint summary presentation for EY to present findings to leadership and client leaders to use for future presentations

Chris Engle, project leader, will be available to meet in-person to present our report during one trip to the region. Participants in the presentation(s) can include Area 20 WDB, OMJ operators, and each county's economic development partners (i.e., economic development boards and chambers of commerce).

All draft materials will be provided by June 15 (or earlier, in sections).

Final delivery of all reports will be completed no later than July 31, 2023.

## Your Obligations

We will ask you to identify participants for all workshops, focus groups, and interviews. You will be responsible for all invitations and meeting logistics. You will lead communications regarding the workforce development strategy with the larger community (e.g., you will interact with local media or share information at community events).



Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this SOW.

Notwithstanding Sections 11 to 14 of the General Terms and Conditions of the Agreement, EY understands Client may disclose the Report(s) produced under this engagement publicly in their entirety.

## Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY's direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services. If EY has prepared or reviewed (or will prepare or review) Client's U.S. income tax returns, Client authorizes the EY Firms, including those located outside the United States, and EY's subcontractors to disclose information received or generated in connection with the preparation of any such U.S. income tax returns of Client to and among each other for the purpose of rendering the Services and discussing and providing other services to Client. Client has the ability to request a more limited disclosure of tax return information than that described above. If, at any time, Client would like EY to narrow the scope of the information to be disclosed, please contact EY in writing and EY will limit any disclosures that have not yet occurred. Client acknowledges that this consent will be valid for three years from the date this SOW is signed by Client below.



## Contacts

Client has identified Adam Sedlacko as Client's contact with whom EY should communicate about these Services. Client's contact at EY for these Services will be Chris Engle.

## Fees

Client shall pay EY a fee of \$100,000 for the Services.

Client shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client.

EY will bill Client for EY's fees and applicable taxes or other charges, if any, on a monthly basis based on a percent-complete by task, which will be delivered with the invoice. Payment is due upon receipt of EY's invoice.

**IN WITNESS WHEREOF**, EY and Client each caused this SOW to be signed and delivered by its duly authorized representative(s).

*Ernst & Young LLP*

## AGREED:

Fairfield County, on behalf of itself and its affiliate(s)

By: \_\_\_\_\_

,

Date: \_\_\_\_\_

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into between Ernst & Young LLP, a Delaware limited liability partnership (“EY”) and Fairfield County (“Client”), as administrative and fiscal agent for the Area 20 Workforce Development Board, effective as of March 3, 2023 (the “Effective Date”).

### **Structure**

1. This Agreement sets out the contractual structure for the provision of services (“Services”) by EY to Client. EY will perform the Services described in separate Statements of Work entered into between the parties that incorporate the terms of this Agreement as well as the terms of any applicable Module(s) to form a separate and independent contract (“Contract”).
2. For the purposes of any Contract, (a) “Client” in such Contract (including in this Agreement and the applicable Module(s) as incorporated into such Contract) means the Client Entity that executes the applicable Statement of Work, and (b) “party” means either EY or such Client Entity.
3. If there is any inconsistency between provisions in different parts of a Contract, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the applicable Statement of Work and any annexes thereto, (b) any applicable Module, (c) this Agreement, and (d) other annexes to a Contract.

### **Definitions**

4. The following terms are defined as specified below:
  - (a) “AICPA” means the American Institute of Certified Public Accountants.
  - (b) “Client Affiliate” means an entity that controls, is controlled by, or is under common control with, Client.
  - (c) “Client Entity” means Client or a Client Affiliate.
  - (d) “Client Information” means information obtained by EY from Client or from a third party on Client’s behalf.
  - (e) “Deliverables” means any advice, communications, information, technology or other content that EY provides under this Agreement.
  - (f) “EY Firm” means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
  - (g) “EY Persons” means EY’s or any other EY Firm’s subcontractors, members, shareholders, directors, officers, partners, principals or employees.
  - (h) “Internal Support Services” means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network



coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.

- (i) “Module” means a module, supplemental to this Agreement, entered into by the parties and containing further terms applicable to a particular type of Services.
- (j) “Personal Data” means Client Information relating to identified or identifiable natural persons or that is otherwise considered to be “personal data,” “personal information” or similar term under applicable data protection laws.
- (k) “Report” means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (l) “Statement of Work” means a document, incorporating this Agreement and any applicable Module, entered into by the parties describing particular Services that EY will perform.
- (m) “Support Providers” means external service providers of EY and other EY Firms and their respective subcontractors.
- (n) “Tax Advice” means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

### **Provision of the Services**

- 5. EY will provide the Services using reasonable skill and care in accordance with applicable professional standards, including those established by the AICPA.
- 6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services. From time to time, non-CPA personnel may perform the Services.
- 7. EY will act as an independent contractor and not as Client’s employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services, as well as the use and implementation of the Services and Deliverables.
- 8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
- 9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to

EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

### **Deliverables**

10. All Deliverables are intended for Client's use in accordance with the Contract under which they are provided.
11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
12. Subject to Ohio Rev. Code 149.43, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the Services., except:
  - (a) to a Client Affiliate (subject to these disclosure restrictions);
  - (b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
  - (c) to Client's independent auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
  - (d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
  - (e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
  - (f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent..

### **Limitations**

13. As part of the parties' arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under any Contract):
  - (a) Neither party will be responsible, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of a Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
  - (b) Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the

Services that directly caused the loss under the respective Contract during the twelve (12) months preceding the date of the event giving rise to the loss. This cap is an aggregate cap across all claims under such Contract prior to such date.

14. The limitations set out in Sections 13(b) and (c) above will not apply to losses or damages caused by EY's fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
15. Client (and any others for whom Services are provided under a Contract) may not make a claim or bring proceedings relating to the Services or otherwise under a Contract against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.

### **No Responsibility to Third Parties**

16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone.

### **Intellectual Property Rights**

17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Contract, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.
18. Client's right to use Deliverables under a Contract arises following payment for the Services.

### **Confidentiality, Data Protection & Security**

19. Subject to Ohio Rev. Code 149.43, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of a Contract;
  - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently;
  - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.

21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in Ohio (EY office locations are listed at [www.ey.com](http://www.ey.com)). Client Information, including any Personal Data, will be processed in accordance with Ohio laws and professional regulations applicable to EY, and appropriate technical and organizational security measures designed to protect such information will be implemented.
22. To the extent permitted by applicable law, regulation or governmental directive, EY will notify Client without undue delay in the event of loss, disclosure or unauthorized or unlawful processing of Personal Data and provide Client with relevant information about the nature and extent of the event.
23. In certain circumstances, individuals may have the right under applicable data protection law to access, correct, erase, port, restrict or object to the processing of their personal data. Such requests may be sent to [privacy.office@ey.com](mailto:privacy.office@ey.com). To the extent permitted by law, regulation or governmental directive, EY will notify Client without undue delay upon receipt of any verifiable request from a data subject or supervisory authority relating to a Personal Data right. If EY is required to provide Personal Data in response to such verifiable request, or to a request from Client, providing that data will be part of the Services and, to the extent permitted by applicable law, Client will be responsible for EY's reasonable charges incurred in doing so.
24. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified in a Contract, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law (including, without limitation, state data protection (e.g., the California Consumer Privacy Act)), EY acts as an independent controller (or similar status that determines the purposes and means of processing), and not as a processor under Client's control (or similar status acting on behalf of Client) or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.
25. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
26. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices, or for their performance or compliance with Client requirements or applicable law.
27. EY may provide Client access to use certain data, software, designs, utilities, tools, models, systems and other methodologies and know-how that EY owns or licenses for the purpose of Client's receipt of the Services or as otherwise expressly agreed in writing by EY ("EY Tools"). Client shall be responsible for compliance by all Client personnel and third parties acting on Client's behalf with the terms applicable to the use of such EY Tools. As between EY and Client, EY (or another EY Firm) owns all right, title, interest, and all intellectual property rights in and to the EY Tools, including any enhancements, modifications, and derivative work thereof.



*License to EY Tools During the Statement of Work Term:* To the extent that EY provides Client access to any EY Tools during the term of an applicable Statement of Work, EY hereby grants to Client a nonexclusive, paid-up, internal license, during the term of the applicable Statement of Work, to use, execute, and display the EY Tools, for the sole purpose of Client's receipt of the Services from EY under the applicable Statement of Work.

*License to EY Tools After the Statement of Work Term:* EY may allow Client to use certain EY Tools, after the term of an applicable Statement of Work, for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under such Statement of Work. Any EY Tools that EY allows Client to use after the term of such Statement of Work will be identified in the Statement of Work as a "Leave Behind EY Tool." With respect to such an identified Leave Behind EY Tool, to the extent permitted by applicable law and professional regulations, EY hereby grants to Client a nonexclusive, paid-up, internal license, to use, execute, and display the Leave Behind EY Tool, after the term of the Statement of Work, for the sole purpose of Client's use and receipt of the benefit of the Services provided by EY under the Statement of Work.

*EY Tools Disclaimers and Acknowledgments:* Client's use of any EY Tools may be subject to additional terms, which EY will provide to Client in writing. Client acknowledges that EY may at any time, modify, replace, direct Client to discontinue use of any EY Tools, or otherwise revoke, limit or condition Client's access and right to use any EY Tools. ALL EY TOOLS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY THAT THE OPERATION OF EY TOOLS WILL BE UNINTERRUPTED, ERROR FREE OR THAT EY TOOLS WILL BE OR REMAIN COMPATIBLE WITH ANY OF CLIENT'S HARDWARE OR SOFTWARE. IN NO EVENT SHALL EY BE LIABLE FOR LOSS OF OR DAMAGE TO CLIENT'S DATA RESULTING FROM THE CLIENT'S USE OF THE EY TOOLS. Client shall not decompile, disassemble or otherwise reverse engineer the EY Tools, unless authorized by law or the relevant regulatory agency. Client shall not sell, lease, assign or otherwise transfer any portion of the EY Tools.

### **Compliance**

28. In connection with the performance of its respective rights and obligations under a Contract, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA").

### **Fees and Expenses Generally**

29. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Contract. Any fees and costs outside of the amount delineated in the Contract or Scope of Work must be approved in writing by the Client prior to those fees and costs being incurred.. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or

tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Unless otherwise set forth in the applicable Contract, payment is due within thirty (30) days following the date of each of EY's invoices.

30. EY may charge additional professional fees if Client asks EY to perform additional tasks.

### **Force Majeure**

31. Neither party shall be liable for breach of a Contract (other than payment obligations) caused by circumstances beyond such party's reasonable control.

### **Term and Termination**

32. A Contract applies to all Services associated with such Contract whenever performed (including before the date of the applicable Contract).
33. A Contract shall terminate on the completion of the Services associated with such Contract. Except as otherwise set forth in the applicable Contract, either party may terminate a Contract, or any particular Services, upon thirty (30) days' prior written notice to the other. In addition, EY may terminate a Contract, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
34. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of a Contract. Payment is due within thirty (30) days following the date of the invoice for these amounts.
35. The term of this Agreement will expire five (5) years following the Effective Date (the "Term"), unless the parties mutually agree to renew or extend it. For clarity, this Agreement shall survive with respect to any Contract entered into during the Term, even if such Contract remains in effect beyond the Term.
36. The provisions of this Agreement, including Section 12 and otherwise with respect to Deliverables and Reports, that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement or applicable Contract.

### **Governing Law and Dispute Resolution**

37. This Agreement, any Contract under this Agreement, and any non-contractual matters or obligations arising out of a Contract or the Services, shall be governed by, and construed in accordance with, the laws of the state of Ohio applicable to agreements made, and fully to be performed, therein by residents thereof.

### **United States Specific Terms**

38. The U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding certain visas (e.g., H-1B) will be working onsite. Where applicable, EY and the Client will work together to develop an appropriate notice to enable compliance with this requirement.

### **Miscellaneous**

39. A Contract constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.
40. Each party may execute this Agreement or a Contract, as well as any modifications to them, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement or a Contract.
41. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.
42. Neither party may assign any of its rights, obligations or claims under this Agreement or a Contract.
43. If any provision of this Agreement or a Contract (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of a Contract, that neither Client nor any Client Affiliate has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.
45. EY and Client acknowledge that Client or a Client Affiliate (the "Local Client") may seek to enter into an agreement with another EY Firm (the "Local EY Firm") for the provision of services in another country (the "Local Services"). The parties agree that the Local Client and the Local EY Firm may enter into a local country agreement (the "Local Agreement") for Local Services that incorporates the terms and conditions of this Agreement, subject to any modifications they deem appropriate under local law, regulation, professional standard, or local custom and practice. For clarity, in such event, (i) the Local Agreement shall govern all Local Services; and (ii) neither the Local Client nor the Local EY Firm will be deemed to be parties to this Agreement in connection with the Local Services.



46. Client represents that Client Affiliates for whom Services are performed by EY in connection with a Contract shall be bound by the terms of such Contract.
47. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
48. The limitations in Sections 13 and 15 and the provisions of Sections 16, 20, 22 and 37 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.





IN WITNESS WHEREOF, EY and Client each caused this Agreement to be signed and delivered by its duly authorized representative(s).

*Ernst + Young LLP*

AGREED:

Fairfield County

By: \_\_\_\_\_  
,

Date: \_\_\_\_\_

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Revisions: 000

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **23003629 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

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COUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

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ERNST & YOUNG U.S. LLP  
200 PLAZA DRIVE  
SECAUCUS, NJ 07094

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COUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				3905	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
03/21/2023	17476				COMM-ECONOMIC DEV
NOTES					

PO Requisitioner Name : Angela Renee Conrad

E mail Address : [angel.conrad@fairfieldcountyohio.gov](mailto:angel.conrad@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	AGREEMENT WITH AREA 20 WDB GL Account: 79783100 - 531160	1.0	EACH	\$100,000.00	\$100,000.00
GL SUMMARY					
79783100 - 531160		\$100,000.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$100,000.00 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: 03/21/2023

*Carri L. Brown*

Auditor Fairfield County, OH

04/25/2023138

Purchase Order Total **\$100,000.00**

138

For Department Use ONLY

Prosecutor's Approval Page

Resolution No.

A resolution to authorize the approval of the agreement between Ernst & Young LLP and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

Approved as to form on 4/20/2023 3:26:40 PM by Amy Brown-Thompson,



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

Resolution No. 2023-04.25.h

A resolution to authorize the approval of the agreement between Ernst & Young LLP and the Fairfield County Board of County Commissioners.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



2023-04-25.i  
**A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 011-00550-16 for the Dozer Road Culvert Replacement Project (FAI-TR129-0.640)**

**WHEREAS**, the Fairfield County Engineer has determined that a section of Dozer Road (FAI-TR129-0.640) in Clearcreek Township, Fairfield County, Ohio needs improvement with hazard protection, sight distance, vertical alignment, and shoulder widening as this section of roadway does not meet any design requirements currently; and

**WHEREAS**, the main purpose of Dozer Road Culvert Replacement is to replace a deteriorated 5' x 6' cast in place box culvert, along with widening the shoulder, installing guardrail to protect the public from hazards, and to improve the sight distance for the traveling public; and

**WHEREAS**, the Board of Fairfield County Commissioners deems it necessary for the Dozer Road Culvert Replacement Project (FAI-TR129-0.640) to acquire an 0.025 acre perpetual easement as described in the attached Exhibit A, incorporated herein; and

**WHEREAS**, the Fairfield County Engineer has provided to the owner of said property a notice of intent to acquire pursuant to Ohio Revised Code Section 163.04, and made a good faith offer to purchase said Easement; and

**WHEREAS**, the owner has refused to respond to all in person contact and mailed correspondence from the Fairfield County Engineer's Office (see Exhibit B); and

**WHEREAS**, as this appropriation is for roadway construction and repair under Ohio Rev. Code 163.06(A) as provided by Section 19 of Article I of the Ohio Constitution, this will be a "quick take" appropriation.

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

**Section 1.** That the property be appropriated according to law for the stated purpose, and that application be made to the Court of Common Pleas of this County as provided by Ohio Rev. Code 163.06.

Prepared by: Amy Brown Thompson  
cc: Fairfield County Prosecutor's Office  
Fairfield County Engineer's Office

**(EXHIBIT A)**  
**LEGAL DESCRIPTION**  
**1-SH**  
**FAI-TR129-0.640 DOZER RD**  
**CULVERT REPLACEMENT PROJECT**

Situated in the State of Ohio, County of Fairfield, and the Township of Clearcreek, being a part of the Northwest Quarter of Section 32, Township 12, Range 20 and being part of a 5.1727 acre tract conveyed to Charles W. Brown, Jr., recorded in Deed Volume 654, Page 949, all referenced deeds of record being from the Fairfield County Recorder's Office and being more particularly described as follows:

Commencing for reference at a railroad spike found at the southwest corner of said Section 32 and the southeast corner of Section 31 of said Township and the centerline intersection of Tarlton Road and Dozer Road;

Thence North 04°16' 19" East a distance of 3223.74 feet along the west line of said section 32 to a point 1.36 feet left of centerline station 32+26.83 of the FAI-TR129-0.640 Dozer Road Culvert Replacement Project Right-of-way Plat, and on the section line and the west line of said 5.1727 acre tract, said point also being **THE TRUE POINT OF BEGINNING** of the tract herein described;

Thence **North 04°16'19" East** a distance of **66.98** feet along said west line and section line to a point 0.79 feet left of centerline station 32+93.82 of said Right-of-way Plat, said point being the northwest corner of said 5.1727 acre tract and the southwest corner of a 5.0103 acre tract conveyed to Thomas A. Hopkins recorded in Official Record 1505, Page 2779;

Thence **South 85°27'39" East** a distance of **65.80** feet along the north line of said 5.1727 acre tract and the south line of said 5.0103 acre tract, passing a 5/8" iron pin found at 27.84 feet, to an iron pin set 65.00 feet right of centerline station 32+92.74 of said Right-of-way Plat;

Thence **South 03°35'58" West** a distance of **18.78** feet with a new line thru said 5.1727 acre tract, to an iron pin set 65.00 feet right of centerline station 32+73.96 of said Right-of-way Plat;

Thence **South 58°18'44" West** a distance of **81.86** feet with another new line thru said 5.1727 acre tract, to a point 1.36 feet left of centerline station 32+26.83 of said Right-of-way Plat to **THE TRUE POINT OF BEGINNING**, containing **0.065 acres** more or less and subject to all covenants, easements, and restrictions of record.

Bearings are based on Ohio State Plane South NAD83 and the West line of Section 32 as being North 04°16'19" East, and are used to denote angles only.

All iron pins set are 5/8" diameter by 30" long rebars with yellow plastic caps marked "FCEO SURVEY BOUNDARY". For additional information see said Right-of-way Plat made in conjunction with and considered an integral part of this description.

Parent Tract Auditor Parcel Number 011-00550-16.

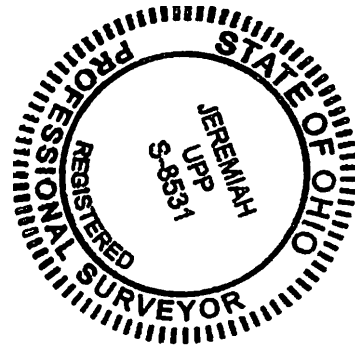
This description is based on an actual field survey performed by or under the direct supervision of Jeremiah D. Upp, P.E., P.S., County Engineer in January 2023.

Jer

.. No. 8531

*:/r.Jl./*

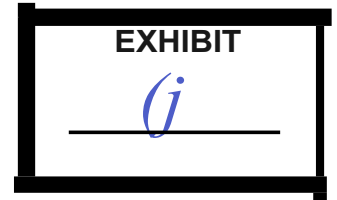
Date





## Fairfield County Engineer

3026 W. Fair Ave.  
Lancaster, OH 43130  
Main: (740) 652-2300  
Fax: (740) 687-7055



April 20, 2023

### Charles W. Brown Easement Timeline

1. 3-2-23 Original contact letter sent.
2. 3-6-23 I stopped by Charles Brown's trailer to see if I could make contact. Would not let me show or discuss documents with him. Was very vulgar in saying that we would not get one inch of his land.
3. 3-8-23 Sent Amy Brown-Thompson an e-mail stating that Charles was not going to negotiate with me. Amy set a "Teams" meeting for 3-20-23. Jeremiah Upp called Amy to discuss. We decided to send another letter giving Charles until 3-17-23 to contact me to negotiate.
4. 3-10-23 Letter sent Certified Mail to Charles.
5. 3-17-23 No contact from Charles.
6. 3-20-23 Teams discussion held between Amy, Jeremiah Upp, Jeff Camechis, Bill Maravy and Jason Grubb. Decided to have all documents served by Dep. Mead.
7. 3-20-23 I prepared a document package which the Sheriff's Office's, Deputy Mead delivered (#FCS23025514).
8. 4-1-23 Received notification from the US. Post Office that the Certified Mail was unclaimed.
9. 4-20-23 No contact to date from Mr. Brown.

Compiled by Jeff Camechis



Prosecutor's Approval Page

Resolution No.

A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 011-00550-16 for the Dozer Road Culvert Replacement Project (FAI-TR129-0.640)

(Fairfield County Engineer)

Approved as to form on 4/20/2023 5:07:44 PM by Amy Brown-Thompson,



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

Resolution No. 2023-04.25.i

A resolution to appropriate a perpetual easement for highway purposes from Parcel No. 011-00550-16 for the Dozer Road Culvert Replacement Project (FAI-TR129-O.640)

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Construction Drawings for the FAI-CR16/31/37/40/68 Resurfacing Project.**

**WHEREAS,** the County Engineer is advising this Board that the construction drawings for the FAI-CR16/31/37/40/68 Resurfacing Project have been completed, and

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

---

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

---

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

Prepared by: Cheryl Downour  
cc: Engineering Department

Signature Page

Resolution No. 2023-04.25.j

A Resolution to Approve the Construction Drawings for the FAI -CR16/31/37/40/68  
Resurfacing Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for CLE-12 Bridge Replacement Project**

**WHEREAS**, the OPWC project requires an additional cost for CLE-12 bridge replacement OPWC-DQZ07 expenses to the engineers; and

**WHEREAS**, it is necessary to transfer the cash to meet obligations.

---

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

---

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

16236200 Capital Outlay      \$45,975.00

**Section 2.** County Auditor is authorized to create an account-to-account transfer:

From: 16236200 Capital Outlay      \$45,975.00  
To:    16236200 Transfers              \$45,975.00

**Section 3.** That the fund to fund in the amount of \$45,975.00 is hereby authorized as follows:

From: 16236200-700000              Transfers Out      \$45,975.00  
To:    16343406-439100-75174      Transfers In        \$45,975.00

**Section 4.** County Auditor is authorized to appropriate from unappropriated funds as below:

16343406 Capital Outlay      \$45,975.00

---

For Auditor's use only

**Section 1:**

16236200-573600      \$45,975.00

**A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for CLE-12 Bridge Replacement Project**

**Section 2:**

From: 16236200-573600	\$45,975.00
To: 16236200-700000	\$45,975.00

**Section 4.** 16343406-573600-75174 \$45,975.00

**Section 5.** Request the County Auditor on behalf of the Budget Commission, to increase the original certificate by \$45,975.00 and issue an additional amended certificate in the amount of \$45,975.00 to the credit of (3434) OPWC fund for a total amended certificate of \$45,975.00.

**Section 6.** Request that the County Auditor update the receipt line item as follows:

16343406-439100-75174	CIP CLE-12 DQZ07	\$45,975.00
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Prepared by: Julie Huggins  
cc: Engineer

Signature Page

Resolution No. 2023-04.25.k

A resolution of increase appropriations, appropriate from unappropriate, account to account and fund to fund transfer for CLE-12 Bridge Replacement Project

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Contract Bid Award for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.**

**WHEREAS,** the opening of sealed bids on April 17, 2023 for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project, resulted in the following bids:

J&J Bridge Company	\$199,974.25
Dreams Excavating & Paving	\$153,250.00
Rock River Construction	\$166,306.80

**WHEREAS,** the Fairfield County Engineer is recommending that the Contract for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project be awarded to Dreams Excavating & Paving; 10831 Laurel Hill Road; Thornville, OH 43076 a responsive and responsible Bidder, for the amount of \$153,250.00.

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

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**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$153,250.00, to Dreams Excavating & Paving for the CLE-12 FAI-CR12-0.001 Sixteenth Road Bridge Replacement Project.

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

Prepared by: Cheryl Downour  
cc: Engineering Department



Signature Page

Resolution No. 2023-04.25.I

A Resolution to Approve the Contract Bid Award for the CLE-12 FAI -CR12-0.001 Sixteenth Road Bridge Replacement Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

**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:

\$10,000.00          16202401-Capital Outlay

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**For Auditor's Office Use Only:**

16202401-574000          \$10,000.00

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2023-04.25.m

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**Administrative approval of a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund.**

**WHEREAS**, the Fairfield County Board of Commissioners as Administrative Agent of the Fairfield County Family, Adult and Children First Council, desires to enter into an agreement with the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund for Early Childhood Safety Initiative funding allocations; and

**WHEREAS**, this agreement is valid for July 1, 2023 through June 30, 2025; and

**WHEREAS**, the total amount of the Subgrant is \$100,000.00. OCTF will provide SUBGRANTEE with funds in an amount up to \$50,000.00 for SFY 2024 and up to \$50,000.00 for SFY 2025

**WHEREAS**, the Fairfield County Prosecutor has approved this agreement as to form.

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

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**Section 1.** That the Fairfield County Commissioner's Office President approves and will sign the agreement.

Prepared by: Dumitru R. "Raz" Sabaiduc



Prosecutor's Approval Page

Resolution No.

Administrative approval of a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 4/24/2023 10:20:33 AM by Amy Brown-Thompson,



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

# OHIO CHILDREN'S TRUST FUND SUBGRANT AGREEMENT

**G-2425-22-0036**

## **RECITALS:**

This Subgrant Agreement (Agreement) between the Ohio Children's Trust Fund (OCTF) and Fairfield County Family and Children First Council (SUBGRANTEE) is created pursuant to the Subgrant awarded by OCTF to SUBGRANTEE. SUBGRANTEE hereby accepts the Subgrant and agrees to comply with all the terms and conditions set forth in this Agreement. Pursuant to Ohio Revised Code (ORC) Section 3109.16, the Ohio Department of Job and Family Services (ODJFS) is the administrative entity for OCTF.

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.331:

SUBGRANTEE's System for Award Management Unique Entity ID is MAM8KFZZ4UL5.

The Subgrant is made pursuant to the 2023 (Temporary Assistance for Needy Families (TANF) grant, awarded by the United States Department of Health and Human Services on April 4, 2023, for the performance period of October 1, 2022 to September 30, 2023.

The total amount of this federal award to ODJFS is \$560,071,940.97. The total amount of federal funds awarded to SUBGRANTEE is specified in Article III of this Agreement.

The federal contact is Grants Management Specialist: Ms. Diana Bengson, [diana.bengson@acf.hhs.gov](mailto:diana.bengson@acf.hhs.gov), 214-767-8075.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.558.

The Federal Award Identification Number (FAIN) is 2301OHTANF.

This Agreement is not for research and development purposes.

In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the full project description can be obtained at <http://usaspending.gov>, under the Federal Award Title.

- A. OCTF issued a Request for Grant Applications (RFGA) titled Early Childhood Safety Initiative, numbered OCTFR2425220008 and dated January 6, 2023, which is hereby incorporated by reference.
- B. The OCTF application review team recommended for award the Application of SUBGRANTEE, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of OCTF.
- D. Key personnel that are identified by the SUBGRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to OCTF, and replacements will not be made without OCTF approval.

## DEFINITIONS

- A. For the purposes of this Agreement, the terms “auditee,” “auditor,” “audit finding,” “CFDA number,” “Federal award,” “Federal awarding agency,” “Federal program,” “internal controls,” “management decision,” “non-Federal entity,” “nonprofit organization,” “Office of Management and Budget (OMB),” “pass-through entity,” “single audit,” “state,” “subaward” and “subrecipient” have the same meanings as provided in 2 CFR Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the “OMB Omni-Circular”.
- B. For the purposes of this Agreement, the terms “equipment,” “HHS awarding agency,” “real property,” “subaward,” “subrecipient,” “supplies,” “suspension of award activities,” and “termination” have the same meanings as provided in 45 CFR 75.

## ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

- A. SUBGRANTEE will implement the Early Childhood Safety Initiative (ECSI) to TANF eligible families with young children by providing parent education to eligible families prior to disseminating and tracking early childhood safety items. SUBGRANTEE will perform its responsibilities under this Agreement in accordance with the RFGA and the Application. Specifically, responsibilities (Subgrant activities) are summarized as follows:
1. Beginning July 1, 2023, or upon a mutually agreed upon date, SUBGRANTEE will recruit and serve eligible families through June 30, 2027 to participate in the SUBGRANTEE’s Early Childhood Safety Initiative program. Families recruited and engaged in the program will meet the OCTF’s eligibility criteria, which includes:
    - a. Eligibility for TANF as indicated by the completion of the family’s TANF self-attestation form, which will be provided by the OCTF. A completed, and deemed eligible, TANF self-attestation form must be received from every family participating in the OCTF’s Early Childhood Safety Initiative project prior to any services being provided to the family and any concrete-safety related supports being received by the family; and
    - b. Eligibility for primary and secondary prevention funding as indicated by no self-reported prior substantiated cases of child abuse and/or child neglect, and no current open cases of child abuse and/or child neglect.
  2. Provide brief, parent education consultations related to child safety directly to families eligible for the program. SUBGRANTEE must include the OCTF logo on all outreach material and promotional material developed, as well as acknowledge the OCTF as the funding source at events and/or as part of educational sessions, as well as part of all promotional material. The OCTF must approve any locally developed outreach materials prior to dissemination. The OCTF may require the provision of resources and/or education opportunities to all ECSI participants.
  3. Provide concrete safety-related support items to eligible families. As applicable, safety-related concrete support items must be approved by the United States Consumer Product Safety Commission and/or the National Highway Traffic Safety Administration. Not all items will meet this criterion. It is incumbent upon the SUBGRANTEE to ensure there are no active recalls for any items proposed to be provided to families. SUBGRANTEE must submit a description of each item they intend to purchase for the proposed program, including but not limited to manufacture name; item or product number; and documentation verifying the product meets approval, as applicable, to the OCTF Agreement Manager for approval, prior to purchasing the concrete safety-related support items. No eligible parents or caregivers shall receive items valued cumulatively above the amount determined by the OCTF for their family, inclusive of all household members.
  4. Provide reports the OCTF Program Manager, as requested, within fourteen (14) days of being requested. Additionally, SUBGRANTEE will track and report on the following performance and evaluation metrics:
    - a. Number of clients served;

- b. Success stories of impact of program on eligible families;
  - c. Summarized results from the OCTF ECSI Survey;
  - d. Summary results from other relevant evaluation tools and/or assessments as outlined by GRANTEE's proposal, if applicable; and
  - e. Number of participants registered for or accessing other early childhood prevention and intervention services.
5. Coordinate with the OCTF on site visits to monitor the activities of the program. The OCTF may, at its discretion, conduct one or more site visits throughout the life cycle of the grant. SUBGRANTEE agree to permit unannounced site visits as the OCTF determines necessary.
6. Coordinate with local partners to promote the program and opportunity to the general public and target populations.
7. Participate in meetings conducted by the OCTF designed to provide critical updates and information pertaining to SUBGRANTEE proposals and programs, including an annual kickoff meeting.
8. SUBGRANTEE will invoice for all expenses incurred and eligible for reimbursement within a quarter by the end of the month following the quarter. Expenses incurred:
  - a. July 1 – September 30 shall be properly invoiced by October 31;
  - b. October 1 – December 31 shall be properly invoiced by January 31;
  - c. January 1 – March 31 shall be properly invoiced by April 30; and
  - d. April 1- June 30 shall be properly invoiced by July 31.

SUBGRANTEE may, upon express agreement of the OCTF Agreement Manager, invoice monthly. If SUBGRANTEE invoices monthly, SUBGRANTEE must submit invoices no later than the 10th of each month.

- B. The OCTF Agreement Manager is Eric Gonzalez, or successor.
- C. The OCTF Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of OCTF within 10 business days after SUBGRANTEE's receipt of the requests or instructions. OCTF and SUBGRANTEE expressly understand that any requests or instructions will be strictly tailored to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify OCTF pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the OCTF Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by OCTF. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

## **ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT**

- A. This Agreement will be in effect from July 1, 2023 through June 30, 2025, unless this Agreement is suspended or terminated prior to the expiration date. This Agreement may be renewed upon satisfactory completion of activities hereunder, appropriation of funds by the Ohio General Assembly, and at the sole discretion of OCTF. OCTF will issue a notice to SUBGRANTEE if OCTF decides to renew this Agreement.
- B. It is expressly understood by both OCTF and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation



not already allocated to pay existing obligations. The OCTF Agreement Manager will notify SUBGRANTEE when this certification is given.

### ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. The total amount of the Subgrant is \$100,000.00. OCTF will provide SUBGRANTEE with funds in an amount up to \$50,000.00 for SFY 2024 and up to \$50,000.00 for SFY 2025, expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.
- B. With the exception of travel expenses, line-item expenses listed in the budget may be reallocated upon the written approval of the OCTF Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a formal amendment to this Agreement.
- C. It is further agreed that reimbursement of travel expenditures shall not exceed \$100.00 for SFY 2024 and \$100.000 for SFY 2025, which amounts are included in the total compensation figures above. Expense reimbursement authorized by this section is limited to actual and necessary expenses subject to the limits as established pursuant to ORC 126.31, which are set forth in Ohio Administrative Code 126-1-02, as well as any other laws, regulations, or Governor's Executive Orders limiting travel expenses. SUBGRANTEE expressly agrees not to submit claims for expenses which do not meet the requirements of this section and further agrees to submit all claims to the OCTF Agreement Manager for approval prior to submitting a claim for reimbursement.
- D. Compensation will be made as reimbursement for actual allowable expenditures incurred per Subgrant activity and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget incorporated as Attachment A.
- E. SUBGRANTEE will submit 1 copy of a detailed invoice on a quarterly basis to OCTF at [invoices@octf.ohio.gov](mailto:invoices@octf.ohio.gov). SUBGRANTEE agrees to use an invoice instrument to be prescribed by OCTF and will include in each invoice:
1. SUBGRANTEE's name, complete address, and federal tax identification number;
  2. Agreement number and dates;
  3. Purchase order number;
  4. Amount and purpose of the invoice during the billing period, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
  5. Receipt or other proof of cost;
  6. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
  7. Other documentation requested by the OCTF Agreement Manager.
- F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:
1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:

- a. Fiscal and accounting procedures;
  - b. Accounting records;
  - c. Effective internal control over cash, real and personal property, and other assets;
  - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
  - e. Source documentation and cash management;
  - f. Written procedures to implement the requirements of 45 CFR 75.305; and
  - g. Written procedures for determining the allowability of costs in accordance with 45 CFR 75 Subpart E and the terms and conditions of the Federal award.
2. **Period of Performance and Availability of Funds.** Pursuant to 45 CFR 75.309, SUBGRANTEE and its subgrantee(s) may charge to the award only allowable costs resulting from obligations incurred during this Agreement period. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the funding period unless otherwise specified herein.
  3. **Cost Sharing or Matching.** Matching or cost sharing requirements applicable to the federal program must be satisfied by allowable costs incurred or third-party in-kind contributions, as provided in 45 CFR 75.306, and subject to the qualifications, exceptions, and requirements of that section.
  4. **Program Income.** Program income, as defined in 45 CFR 75.307, must be used as specified in this section.
  5. **Real Property.** If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 CFR 75.318.
  6. **Equipment.** Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 CFR 75.320.
  7. **Supplies.** Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 CFR 75.321.
- G. SUBGRANTEE expressly understands that OCTF will not compensate SUBGRANTEE for any work performed prior to SUBGRANTEE's receipt of notice from the OCTF Agreement Manager that the provisions of ORC 126.07 have been met as set forth in ARTICLE II, nor for work performed after the ending date of this Agreement.
  - H. SUBGRANTEE expressly understands that OCTF does not have the ability to compensate SUBGRANTEE for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per SFY. SUBGRANTEE must submit final invoices for payment for each SFY no later than 60 calendar days after the end date of each SFY, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.
  - I. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, such as federal funding. If the Ohio General Assembly or the external funding source fails at any time to continue funding OCTF for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of OCTF, ODJFS, or the State of Ohio.

**ARTICLE IV. AUDITS OF SUBGRANTEE**

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit.
- B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:
  - 1. Proper identification of federal awards received;
  - 2. Maintenance of required internal controls;
  - 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
  - 4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
  - 5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
  - 6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
  - 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

**ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT**

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of OCTF, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, OCTF may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:
  - 1. OCTF loses funding as described in ARTICLE III;
  - 2. OCTF discovers any illegal conduct by SUBGRANTEE; or
  - 3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.
- D. SUBGRANTEE, upon receiving notice of suspension or termination, will:
  - 1. Cease performance of the suspended or terminated Subgrant activities;
  - 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
  - 3. Prepare and furnish a report to OCTF that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;

4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and
  5. Perform any other tasks OCTF requires.
- E. In the event of suspension or termination under this ARTICLE, OCTF will, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant funds due to SUBGRANTEE for Subgrant activities performed before SUBGRANTEE received notice of termination or suspension. In order to determine the amount due to SUBGRANTEE, OCTF will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of OCTF. OCTF will not be liable for any further invoice claims submitted by SUBGRANTEE.
- F. Upon SUBGRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, OCTF reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by OCTF of an occurrence of breach or default is not a waiver of subsequent occurrences. If OCTF or SUBGRANTEE fails to perform any obligation under this Agreement and the other party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by OCTF will not be effective unless it is in writing signed by the OCTF Executive Director.

#### **ARTICLE VI. NOTICES**

- A. OCTF and SUBGRANTEE agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE and the identified OCTF Agreement Manager.
- B. Notices to OCTF from SUBGRANTEE that concern changes to SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE IX, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE from OCTF concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to SUBGRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., registered or certified mail, postage prepaid).

#### **ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION**

SUBGRANTEE agrees that all records, documents, writings, and other information, created or used pursuant to this Agreement will be treated according to the following terms, and that the terms will be included in any agreements executed for the performance of Subgrant activities relative to this Agreement:

- A. SUBGRANTEE agrees that any media produced pursuant to this Agreement or acquired with Subgrant funds will become the property of OCTF. This includes all documents, reports, data, material, photographs (including negatives), and electronic reports and records. OCTF will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way OCTF deems appropriate. SUBGRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. SUBGRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless OCTF determines that certain materials are confidential under federal or state law.
- B. All OCTF information that is classified as public or private under Ohio law and OCTF rules will be treated as such by SUBGRANTEE. Should the nature of any information be in question, OCTF will determine whether



the information is public or private. SUBGRANTEE will restrict the use of any information, systems, or records OCTF provides to the specific Subgrant activities of this Agreement. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of OCTF and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

- C. SUBGRANTEE information that is proprietary and has been specifically identified by SUBGRANTEE as proprietary will be held as confidential by OCTF. Proprietary information is information that would put SUBGRANTEE at a competitive disadvantage in SUBGRANTEE's marketplace and trade if it were made public. OCTF reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secret" found at ORC 1333.61 and shall defend such a claim.
- D. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE and will be made available for audit by state and federal government entities that include but not limited to, OCTF, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of 3 years after SUBGRANTEE receives the last payment pursuant to this Agreement. If an audit, or similar action is initiated during this time period, SUBGRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the 3-year period if the action is resolved prior to the end of the 3-year period, unless otherwise directed below in Section E of this ARTICLE. If applicable, SUBGRANTEE must meet the requirements of the OMB Omni-Circular, 2 CFR Part 200, Subpart D and F. SUBGRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and copies of all materials produced under or pertaining to this Agreement will be retained by SUBGRANTEE in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Agreement is 7 years.
- F. SUBGRANTEE agrees to retain all records in accordance to any litigation holds that are provided to them by OCTF or ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require SUBGRANTEE to keep the records longer than the approved records retention schedule. SUBGRANTEE will be notified by OCTF or ODJFS when the litigation hold ends and retention can resume based on the approved records retention schedule.
- G. If applicable, SUBGRANTEE hereby agrees to current and ongoing compliance with Title 42, Section 1320d through 1320d-8 of the United States Code (42 USC 1320d-1320d-8) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If applicable, SUBGRANTEE further agrees to include the terms of this Section G in any subgrant agreements that may be executed pursuant to this Agreement.

#### ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between OCTF and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, OCTF and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line-item budget modifications may be made, in writing, upon approval by the OCTF Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.

- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of OCTF. SUBGRANTEE will submit any requests for approval of assignments and transfers to the OCTF Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions OCTF deems necessary and that no approval by OCTF will be deemed to provide for any OCTF obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.
- C. **Subawards.**
1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
  2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
  3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
  4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.
- D. **Duties as Pass-through Entity.** In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:
1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
  2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by OCTF or ODJFS and any subsequent pass-through entity;
  3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
  4. Ensure that subrecipients expending \$750,000.00 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year;
  5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
  6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
  7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
  8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and

9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

#### ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which OCTF relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, OCTF will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
  1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
    - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
    - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
  2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify OCTF in writing and will immediately cease performance of all Subgrant activities.
  3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
  4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, OCTF may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.

1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. **Fair Labor Standards and Employment Practices.**
  - a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
  - b. In carrying out this Agreement, SUBGRANTEE shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 45 CFR part 60.
  - c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
  - d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
3. **Ethics and Conflicts of Interest Laws.**
  - a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
  - b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.
  - c. SUBGRANTEE agrees to refrain from promising or giving to any OCTF employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any OCTF employee to violate ORC 102.03, 2921.42, or 2921.43.
  - d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until OCTF determines that participation would not be contrary to public interest.
4. **Lobbying Restrictions.**
  - a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by OCTF through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds \$100,000.00, SUBGRANTEE affirms that

- it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.
5. **Child Support Enforcement.** SUBGRANTEE agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable Sections of ORC Chapters 3119, 3121, 3123, and 3125.
6. **Pro-Child Act.** If any Subgrant activities call for services to minors, SUBGRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
7. **Drug-Free Workplace.** SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. SUBGRANTEE will make a good faith effort to ensure that none of SUBGRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** SUBGRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, SUBGRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. SUBGRANTEE agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321, SUBGRANTEE agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
10. **Expenditure of Public Funds for Offshore Services—Executive Order Requirements.**
- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. SUBGRANTEE further affirms that no services from or investments in Russian institutions or companies will be purchased under this Agreement.
- b. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, SUBGRANTEE must disclose:
- (1) The location(s) where all services will be performed by SUBGRANTEE or any subcontractor;
  - (2) The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
  - (3) The principal location of business for SUBGRANTEE and all subcontractors.



- c. SUBGRANTEE also affirms, understands, and agrees to immediately notify OCTF of any change or shift in the location(s) of services performed by SUBGRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
- d. Termination, Sanction, Damages: OCTF is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to OCTF all funds paid for those services.

In addition, if SUBGRANTEE or any of its subcontractors perform any such services outside of the United States, OCTF may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE. If OCTF terminates the Agreement, OCTF may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.

- 11. **Combating Trafficking in Persons.** Pursuant to 22 USC 7104(g), of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104), see 2 CFR Part 175, this Agreement may be terminated without penalty if SUBGRANTEE or any subcontractor or subgrantee paid with Subgrant funds:
  - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subgrants are in effect; or
  - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subgrants.
  - c. SUBGRANTEE agrees that it shall notify and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
  - d. OCTF has the right to immediately and unilaterally terminate this Agreement if any provision in this section is violated and OCTF may implement Section 106(g) of the TVPA.
- 12. **Civil Rights Assurance.** The SUBGRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.) and all provisions required by the implementing regulations of the U.S. Department of Health and Human Services (HHS). SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its agreements that are funded in whole or in part with funds from HHS.
- 13. **Clean Air Act and Federal Water Pollution Control Act.** SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and OCTF.
- 14. **Rights to Inventions.** If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and SUBGRANTEE enters into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBGRANTEE must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
- 15. **Certification of Compliance.** SUBGRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

**ARTICLE X. MISCELLANEOUS PROVISIONS**

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between OCTF or ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- B. **Limitation of Liability.** Each party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one party to the other. To the maximum extent permitted by law, the parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to SUBGRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party whichever is less. SUBGRANTEE's sole and exclusive remedy for ODJFS or OCTF's failure to perform under this Agreement is an action in the Ohio Court of Claims, pursuant to ORC Chapter 2743, and subject to the limitations set forth in this ARTICLE. In no event will either party be liable for any indirect or consequential damages, including loss of profits, even if a party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by SUBGRANTEE are found to be infringing items of patent or copyright and the use or publication thereof is enjoined, SUBGRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of SUBGRANTEE under this section survive the termination of this Agreement, without limitation.
- D. **Liens.** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against OCTF or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE in connection with this Agreement, OCTF or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE under this Agreement.
- E. **Delay.** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE VI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by SUBGRANTEE's subcontractor(s) will be considered controllable by SUBGRANTEE, except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with OCTF in its discretion.
- F. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, OCTF as a pass-through entity evaluates SUBGRANTEE's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE agrees to comply with specific conditions and monitoring requirements posed by OCTF to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- G. **Counterpart.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

#### **ARTICLE XI. 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 unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO CHILDREN'S TRUST FUND  
SUBGRANT AGREEMENT**

**SIGNATURE PAGE**

**G-2425-22-0036**

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE EXECUTIVE DIRECTOR OF THE OHIO CHILDREN'S TRUST FUND.

Fairfield County Family and Children First Council

Ohio Children's Trust Fund

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Nicole Sillaman, Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

831 College Avenue, Suite C  
Lancaster, Ohio 43130

30 East Broad Street, 30<sup>th</sup> Floor  
Columbus, Ohio 43215

**Early Childhood Safety Initiative**  
**Fairfield County Family, Adult and Children First Council**

Expense	SFY 2024	SFY 2025
Implementation Total	\$19,900.00	\$19,900.00
Personnel	\$15,354.55	\$15,354.55
Administrative Costs	\$4,545.45	\$4,545.45
Travel	\$100.00	\$100.00
Mileage @ State Rate	\$100.00	\$100.00
Early Childhood Safety Items Total	\$30,000.00	\$30,00.00
60 Participants (per year) @ \$500	\$30,000.00	\$30,000
SFY Totals	\$50,000.00	\$50,000.00



Resolution No. 2023-04.25.n

Administrative approval of a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family, Adult and Children First Council, and the Ohio Department of Job and Family Services as the Administrative Entity for Ohio Children's Trust Fund.

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a reimbursement for Residential Treatment paid for by Fairfield County Board of Developmental Disabilities as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council**

**WHEREAS**, Fairfield County Board of DD pays Tiffin Developmental Center for Residential Treatment for a client of the Multi-System Youth Program at Family, Adult, and Children First Council.

**WHEREAS**, The Family, Adult, and Children First Council has an agreement with Fairfield County board of DD to pay one-half of the daily rate billed by Tiffin Developmental Center.

**WHEREAS**, the Family, Adult, and Children First Council needs to reimburse the Fairfield County Board of DD by using code 60815920 532000; 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:

52676901 433000 Intergovernmental Revenues \$ 4,771.05

This amount represents monies owed to the Fairfield County Board of DD for Residential Treatment provided to Family, Adult, and Children First Council's client, as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of Professional Services and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Fairfield County Board of DD for Residential fees.

Memo expenditure as referenced in supporting documentation:

Vendor # 680 Fairfield County Board of DD

Account: 60815920 532000 MSY Residential Placement

Amount: \$ 4,771.05

2023-04.25.o

**A resolution to approve a reimbursement for Residential Treatment paid for by Fairfield County Board of Developmental Disabilities as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council**

Prepared by: Tiffany Wilson

**Fairfield County DD**

795 College Ave.  
Lancaster, OH 43130  
(740) 652-7220

**INVOICE**

Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
FAIRFIELD COUNTY FAMILY, ADULT AND CHILDREN FIRST COUNCIL	04/18/2023	16443	\$0.00	05/19/2023	\$4,771.05

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
2060 MISCELLANEOUS	1.00	\$4,771.05	EACH	\$4,771.05	\$0.00	\$0.00	\$4,771.05
2060 MISCELLANEOUS							

**Invoice Total:****\$4,771.05**

Tiffin Developmental Center  
3/1/23 - 3/31/23

----- ✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂ -----

**Promptly Send Payment To:****Fairfield County DD**

795 College Ave.  
Lancaster, OH 43130  
(740) 652-7220

162133  
FAIRFIELD COUNTY FAMILY, ADULT AND  
CHILDREN FIRST COUNCIL  
831 College Avenue, Suite C  
Lancaster, OH 43130

04/25/2023178

**INVOICE**

Remit Portion

Invoice Date	04/18/2023
Invoice Number	16443
Customer Number	162133
Amount Paid	\$0.00

<b>Due Date</b>	<b>05/19/2023</b>
<b>Invoice Total Due</b>	<b>\$4,771.05</b>

Please write your Account Number on your check and  
enclose this portion of the bill with your payment.  
**Make checks payable to: Fairfield County DD**

178

State of Ohio - Developmental Disabilities  
TDC DIRECT BILLS Invoice

Please Remit To:

Ohio Department of Developmental Disabilities  
PO Box 74729  
Cleveland OH 44194

Page: 1  
Invoice No: SPURLOCK DB MAR 23  
Consolidated Invoice No:  
Invoice Date: 04/05/2023  
Customer Number: FAIRFIELD CTY B  
Payment Terms: NET 30  
Due Date: 05/05/2023

Bill To:

FAIRFIELD CBDD  
795 COLLEGE AVENUE  
LANCASTER OH 43130-1082

AMOUNT DUE: 9,542.11 USD

Make Checks Payable To: Ohio Treasurer of State

Billing Service Period: From To

For billing questions, please call or email 614-302-1969

To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		TDCDIRECT		0.00		0.0000	9,542.11
				03/01/23	03/31/23		
			Services rendered to B. Spurlock at the Tiffin Developmental Center from March 1 - 31, 2023 at the daily rate of \$307.81. Please include invoice with payment.				
			SUBTOTAL:			9,542.11	
			TOTAL AMOUNT DUE :			9,542.11	

**\*\*FACFC portion is \$4,771.05**

STANDARD

Original



**State of Ohio - Developmental Disabilities  
TDC DIRECT BILLS Invoice**

**Please Remit To:**

Ohio Department of Developmental Disabilities  
PO Box 74729  
Cleveland OH 44194

Page: 2  
Invoice No: SPURLOCK DB MAR 23  
Consolidated Invoice No:  
Invoice Date: 04/05/2023  
Customer Number: FAIRFIELD CTY B  
Payment Terms: NET 30  
Due Date: 05/05/2023

**Bill To:**

FAIRFIELD CBDD  
795 COLLEGE AVENUE  
LANCASTER OH 43130-1082

**AMOUNT DUE: 9,542.11 USD**

Amount Remitted

**Make Checks Payable To:** Ohio Treasurer of State

Billing Service Period: From To

For billing questions, please call or email 614-302-1969

To ensure proper payment processing, please be sure the invoice number is on all payments.

Invoice Summary

SUBTOTAL of Invoice Details:

9,542.11

**TOTAL AMOUNT DUE :**

9,542.11

STANDARD

Original

Resolution No. 2023-04.25.o

A resolution to approve a reimbursement for Residential Treatment paid for by Fairfield County Board of Developmental Disabilities as a memo expense receipt for fund# 7521 Family, Adult, and Children First Council

(Fairfield County Family, Adult and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home 2.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Dimensional Phases Group Home 2, 2330 Rustic Road, Dayton, OH 45406 and

**WHEREAS,** the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective April 1<sup>st</sup>, 2023 through March 31<sup>st</sup>, 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 Dimensional Phases Group Home 2.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Dimensional Phases**  
Date: **4/17/2023 9:40:51 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

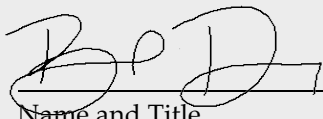
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## ROUTING FORM FOR CONTRACTS

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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



**01.2018**

**COST ANALYSIS:**

**For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.**

**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.**

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23004036 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

B  
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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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DIMENSIONAL PHASES GROUP  
HOME  
45 OXFORD AVE  
DAYTON, OH 45402

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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			
				4361					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
04/17/2023		14771						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

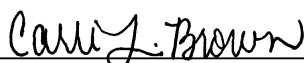
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

#### 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: 04/17/2023

04/25/2023186



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$5,000.00**

186

An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts  
[Show / Hide Alerts](#)



Search

All Words

e.g. 1606N020Q02

Select Domain  
**All Domains**



Filter By



**Keyword Search**

For more information on how to use our keyword search, visit our [help guide](#)

- ☐ Any Words ⓘ
- ☐ All Words ⓘ
- ☒ Exact Phrase ⓘ

e.g. 1606N020Q02

"Dimensional Phases"



**Federal Organizations**


Enter Code or Name



Status



- ☒ Active
- ☐ Inactive



## No matches found

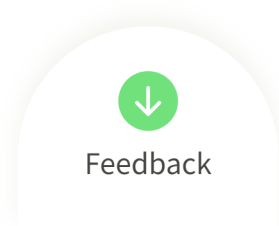
Your search did not return any results.

To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

YesGo Back



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Policies
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This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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

Dimensional Phases Group Home 2, hereinafter "Provider", whose address is:

Dimensional Phases Group Home 2  
2330 Rustic Rd  
Dayton, OH 45406

Collectively the "Parties".



## Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2023** through **03/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:



1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the



Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to  
Dimensional Phases Group Home 2  
2330 Rustic Rd  
Dayton, OH 45406

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency



before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

## **Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

## **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC) assessment.



If the child currently has a valid LOC assessment on file with Agency at the time of placement with Provider, Agency shall provide the child's existing LOC assessment to Provider within 5 business days.

If no current LOC assessment exists, child will be placed at Level 1 upon admission, and an LOC assessment will be completed by Agency no later than thirty (30) days after admission. If the Level of Care is determined to be higher than Level 1, the difference between the assessed Level of Care and amount paid will be reimbursed retroactively to the original date of placement. In the event that Agency has a reasonable expectation that the Level of Care would be higher than Level 1, Agency will negotiate the initial Level of Care rate until the LOC assessment is completed.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 per child, if the child is entering placement with Agency for the first time. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Business Administrative Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Business Administration Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Business Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or

request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

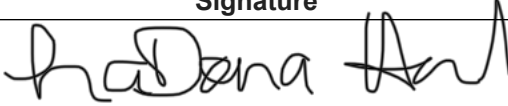
FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Executive Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: Dimensional Phases Group Home 2**

Print Name & Title	Signature	Date
Ladona Herd/ Administrator		4/11/23

**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: Dimensional Phases Group Home 2 / 28606172

Run Date: 04/10/2023

Contract Period: 04/01/2023 - 03/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Dimensional Phases Group Home (20913)	7317664			\$500.00	\$29.00							\$529.00	04/01/2023	03/31/2024



**A Contract regarding Dimensional Phases between Job and Family Services  
and**

Approved on 4/17/2023 10:14:56 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 4/17/2023 11:04:41 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services



Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and Dimensional  
Phases Group Home 2.

(Fairfield County Job and Family Services)

Approved as to form on 4/20/2023 11:49:58 AM by Steven Darnell,

Resolution No. 2023-04.25.p

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home 2.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with OhioGuidestone, 202 E Bagley Road, Berea, OH 44017 and

**WHEREAS,** the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

**WHEREAS,** the Prosecuting Attorney has approved the agreement as to form.

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

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**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for OhioGuidestone.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

OhioGuidestone, hereinafter "Provider", whose address is:

OhioGuidestone  
202 E Bagley Rd  
Berea, OH 44017

Collectively the "Parties".

## Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	



## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2023** through **12/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTS) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the same family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)



calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
  - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
  - b. Firewall protection;
  - c. Encryption of electronic data while in transit from Provider networks to external networks;
  - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
  - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
  - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or



#### Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to                      Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to                      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 (CORSAs).



## Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
  - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
  - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
  - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
    - a. Maintenance of a current valid driver's license and vehicle insurance.
    - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
    - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
  - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
    - a. The individual has a condition which would affect safe operation of a motor vehicle;
    - b. The individual has six (6) or more points on his/her driver's license; or
    - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

**Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

## **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

## **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** All amendments are in addition to and not in replacement of any language set forth in the main agreement.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs.

If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m., excluding holidays), Provider shall

call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's OnCall 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:** ITEM B



Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC) assessment. If the child currently has a valid LOC assessment on file with Agency at the time of placement with Provider, Agency shall provide the child's existing LOC assessment to Provider within 5 business days. If no current LOC assessment exists, child will be placed at Level 1 upon admission, and an LOC assessment will be completed by Agency no later than thirty (30) days after admission. If the Level of Care is determined to be higher than Level 1, the difference between the assessed Level of Care and amount paid will be reimbursed retroactively to the original date of placement. In the event that Agency has a reasonable expectation that the Level of Care would be higher than Level 1, Agency will negotiate the initial Level of Care rate until the LOC assessment is completed.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 per child, if the child is entering placement with Agency for the first time. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to three (3) 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 three (3) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing. Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

- A. The Service Provider will contact the Business Administrative Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.
- B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody,

the

Service Provider should forward the invoice to the FCCPS Business Administration Department at: Fairfield County JOB

and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Business Administration Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Business Administration Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails

to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network

medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service


Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited

to, mental health services), without the prior written consent of the FCCPS Executive Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

## SIGNATURES OF PARTIES:

**Provider: OhioGuidestone**

Print Name & Title	Signature	Date
		1/25/2023

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: OhioGuidestone / 24294

Run Date: 01/12/2023

Contract Period: 01/01/2023 - 12/31/2023

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Medically Fragile - Level 2 (30142)-Med Frag	107662			\$60.88	\$49.00							\$109.88	01/01/2023	12/31/2023
Medically Fragile - Level 3 (30392)-Med Frag	3657663			\$69.89	\$56.00							\$125.89	01/01/2023	12/31/2023
Medically Fragile - Level 4 (30393)-Med Frag	3655664			\$126.00	\$101.00							\$227.00	01/01/2023	12/31/2023
Residential Treatment Program (RTP) (20071)	517631			\$635.25								\$635.25	01/01/2023	12/31/2023
Secure Treatment Center (20184)	515631			\$892.50								\$892.50	01/01/2023	12/31/2023
Therapeutic Foster Care (30143)-Excpt Need	107663			\$117.68	\$94.00							\$211.68	01/01/2023	12/31/2023
Treatment Foster Care - Level 1 (30004)-Spec Need	375636			\$36.45	\$29.00							\$65.45	01/01/2023	12/31/2023

## 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: 01/12/2023

Contract Period: 01/01/2023 - 12/31/2023


Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care - Level 2 (30302)-Spec Need	377649			\$47.66	\$38.00							\$85.66	01/01/2023	12/31/2023
Treatment Foster Care Add-On for Baby (30394)-EN	3655666			\$13.19	\$11.00							\$24.19	01/01/2023	12/31/2023
Treatment Foster Care-LEVEL 3 (30326)-Excpt Need	107665			\$71.19	\$57.00							\$128.19	01/01/2023	12/31/2023
Treatment Foster Home - Sibling Add-On (30421)-EN	6851663			\$40.73	\$33.00							\$73.73	01/01/2023	12/31/2023



Ohio Department of Job and Family Services	
<b>AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION</b>	
<b>OF</b>	
<b>CHILD PLACEMENT</b>	
Amendment Number:	1
Amendment Reason:	Additions to Base Contract Fairfield County Children Services/OhioGuidestone
Amendment Begin Date:	01/01/23
Amendment End Date :	12/31/23
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><b>ARTICLE VI: AGENCY RESPONSIBILITIES</b></p> <p><b>Section F</b> – The Agency is responsible for petitioning the responsible court authority for causing tuition to be paid to the appropriate school district.</p> <p><b>Section H</b> – The Agency agrees to remove a client within 72 hours 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. 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 child can be moved.</p> <p><b>Section L</b> – 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><b>ARTICLE VIII: REIMBURSEMENT FOR PLACEMENT SERVICES</b></p>

	<p><b>Section B</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. The adjusted rates will be incorporated into this Agreement and will become effective upon notice in writing to Agency for all new and current placements. Agency is responsible for revising the ICCA to reflect the new rate for placed clients if a revision is required by Agency.</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><b>Section J</b> – By verbal agreement of the parties, the Agency will pay the per diem for up to seven (7) 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 seven (7) 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><b>ARTICLE IX – TERMINATION; BREACH AND DEFAULT</b></p> <p><b>Section B</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><b>Section D</b> – The Agency will pay the per diem to the Provider until the child is transitioned out of placement with the Provider.</p> <p>Effective Date 01/01/23</p>
--	--

Signature of Parties:

<p><b>Provider:</b></p> <p></p> <p>Brant Russell, President &amp; CEO</p> <p>Date: <u>4/11/2023</u></p>	<p><b>Agency:</b></p> <p>Fairfield County Children Services</p> <p>Date: _____</p>
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**A Contract regarding OhioGuidestone between Job and Family Services and**

Approved on 4/17/2023 10:14:40 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 4/17/2023 11:03:15 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

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- ☐ Any Words ⓘ
- ☐ All Words ⓘ
- ☒ Exact Phrase ⓘ

e.g. 1606N020Q02

ohioguidestone



**Federal Organizations**


Enter Code or Name



Status



- ☒ Active
- ☐ Inactive



## No matches found

Your search did not return any results.

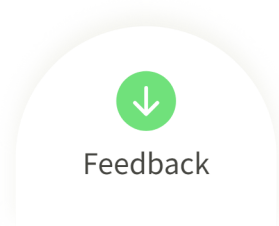
To view Entity Registrations, you must sign in.

Sign In

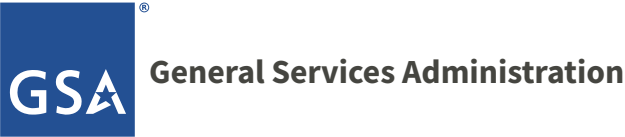
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ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23003313 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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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
				3559	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
03/06/2023	13731				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

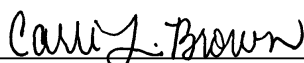
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$9,530.00	\$9,530.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$9,530.00 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: 03/06/2023



Auditor Fairfield County, OH

04/25/2023250

Vendor Copy

Total Ext. Price	\$9,530.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$9,530.00**

250



**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.**

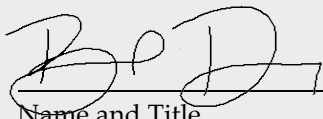
**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that 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.\***



**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: **OhioGuidestone**  
Date: **4/17/2023 9:23:18 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.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone.

(Fairfield County Job and Family Services)

Approved as to form on 4/20/2023 11:39:59 AM by Steven Darnell,

Resolution No. 2023-04.25.q

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and OhioGuidestone.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Willow Branches of Healing, 5095 Lower Bloomfield Rd, New Concord, OH 43762 and

**WHEREAS,** the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this amended agreement shall be effective January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023; and

**WHEREAS,** a purchase order encumbering the funds for the services has been acquired; and

**WHEREAS,** the Prosecuting Attorney has approved the agreement as to form,

---

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

---

**Section 1.** That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Willow Branches of Healing.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

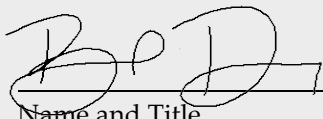


## ROUTING FORM FOR CONTRACTS

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 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000652 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 001

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WILLOW BRANCHES OF HEALING  
329 MAIN STREET  
PLEASANT CITY, OH 43772

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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
740-685-7885				701	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	14599				JOB & FAMILY SERVICES
NOTES					

#### NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$56,000.00	\$56,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$56,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

04/25/2023258

*Carri L. Brown*

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$56,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$56,000.00**

258

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

And Willow Branches Of Healing hereinafter "Provider," whose address is:

Willow Branches Of Healing  
5095 Lower Bloomfield Rd  
New Concord, OH 43762

Collectively the "Parties".

Contract ID: 19316923

Originally Dated: 01/01/2022 to 12/31/2023

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason: Other  
Addenda Begin Date: 01/01/2022  
Addenda End Date:  
Increased Amount:  
Article Name:

Addenda Reason Narrative:

Contract amended to include a grandfathered rate for a child in placement since 4.14.2022 at the Holmes Rd. group home.

Willow Branches of Healing - Holmes Rd. group home (20970)

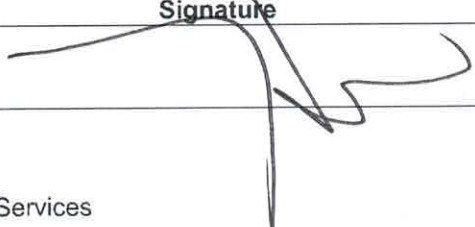
Maintenance: 250.00

Administration: 30.00

Total: 280.00

## SIGNATURE OF THE PARTIES

**Provider:** Willow Branches Of Healing

Print Name & Title	Signature	Date
Jillian Arena Administrator/Owner		

**Agency:** Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date



**A Contract regarding Willow Branches of Healing-Amendment between Job and Family Services and**

Approved on 4/17/2023 10:14:48 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 4/17/2023 11:03:48 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services



Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 4/20/2023 10:09:20 AM by Steven Darnell,

Resolution No. 2023-04.25.r

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Willow Branches of Healing and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS**

**WHEREAS**, appropriate from unappropriated into major expense categories of materials and supplies for org# 12207207 is necessary for the expenses; and

---

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

---

**Section 1.** Request that the Fairfield County Commissioners appropriate from Unappropriated funds in the amount of: \$816.20 for the 12207207 major expense object category for materials and supplies.

---

***For Auditor's Office Use Only:***

***Section 1.***

*12207207 - 561061 - \$816.20 tax clothing*

Prepared by: *Annette Mash-Smith , Fiscal Specialist*

Resolution No. 2023-04.25.s

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2072 – Children Services Fund - Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund – Fairfield County JFS**

**WHEREAS**, appropriate from unappropriated into major expense category of Personnel Services for org# 12201814 is necessary for the expenses; and

**WHEREAS**, we need additional appropriations in our Personnel Services for protective services salary.

---

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

---

**Section 1.** Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of \$73,000.00 for the major expense object category:

12201814 Personal Services CPS \$73,000.00

---

***For Auditor's Office Use Only:***

***Section 1.***

*12201814 511010 - \$73,000.00 Personal Services*

Prepared by: Annette Mash-Smith Fiscal Specialist

Resolution No. 2023-04.25.t

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2018 – Public Assistance Fund – Fairfield County JFS

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018**

**WHEREAS**, Fairfield County Job & Family Services expended funds from the public assistance fund for costs (salaries and benefits) attributable to the EPIC GRANT sub-Fund administered by Children Services division of Job and Family Services, and

**WHEREAS**, the EPIC Grant has received funds to cover these costs and such funds have been deposited in the fund (8182) EPIC sub-Fund as required, and

**WHEREAS**, it is necessary for the public assistance fund (2018) to recover the costs from the EPIC sub-Fund (8182),

**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:

12201816-434062 REIMB – EPIC (Reimbursement from ENHN SAFE CHLDRN-SUBSTN ) \$ 25,567.41

This amount represents costs owed to the PA fund in Jan. thru March. 2023

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of salaries and benefits 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 EPIC Grant (CPS division).

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

2023-04.25.u

**A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018**

Account: 12207218 900000 Special Reporting

Amount: \$ 25,567.41

*Prepared By Jenny Lewis Eligibility Referral Specialist Finance*

EPIC to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
<b>2023</b>				
January-23	\$ 4,097.33	\$ -	\$ 17,644.90	
February-23	\$ 3,990.03	\$ -	\$ 21,634.93	
March-23	\$ 3,932.48	\$ 25,567.41	\$ -	
April-23	\$ 13,478.23	\$ -	\$ 13,478.23	
May-23	\$ 13,478.23	\$ -	\$ 26,956.46	
June-23	\$ 13,478.23	\$ -	\$ 40,434.69	
July-23	\$ 13,478.23	\$ -	\$ 53,912.92	
August-23	\$ 13,478.23	\$ -	\$ 67,391.15	
September-23	\$ 13,478.23	\$ -	\$ 80,869.38	
October-23	\$ -	\$ -	\$ 80,869.38	
November-23	\$ -	\$ -	\$ 80,869.38	
December-23	\$ -	\$ -	\$ 80,869.38	
<b>Total</b>	<b>\$ 92,889.22</b>	<b>\$ 25,567.41</b>	<b>N/A</b>	<b>Totals</b>

Resolution No. 2023-04.25.u

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub-Fund 8182 (12207218) reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 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 from the public assistance fund for costs attributable to the Wendy's Wonderful Kids Grant program administered by Children Services division of Job and Family Services, and

**WHEREAS,** the Wendy's Wonderful Kids Grant program has received funds to cover these costs and such funds have been deposited in the sub fund (8056) Wendy's Wonderful Kids of the children services fund (2072) as required, and

**WHEREAS,** it is necessary for the public assistance fund (2018) to recover the costs from the Wendy's Wonderful Kids Sub Fund (8056),

**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:

12201807-434042 REIMB – WWK (Reimbursement from Wendy's Wonderful Kids) \$ 19,095.85

This amount represents costs owed to the PA fund for Jan. thru March. 2023.

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 Wendy's Wonderful Kids Grant (Children Services division).

**A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018**

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207213 900000 Special Reporting

Amount: \$ 19,095.85

Prepared by: *Jenny Lewis Eligibility Referral Specialist Finance*

*cc: JFS Finance*



WWK to PA Shared	Owed to PA Fund	Paid to PA Fund	Balance	Notes
<b>2023</b>				
Jan-23	\$ 5,057.91		\$ 7,108.69	
Feb-23	\$ 4,947.29		\$ 12,055.98	
Mar-23	\$ 7,039.87	19,095.85	\$ -	
Apr-23	\$ 5,757.92		\$ 5,757.92	
May-23	\$ 5,757.92		\$ 11,515.83	
Jun-23	\$ 6,335.92		\$ 17,851.75	
Jul-23	\$ 7,215.18		\$ 25,066.93	
Aug-23	\$ 5,014.84		\$ 30,081.77	
Sep-23	\$ 5,250.67	-	\$ 35,332.44	
Oct-23	\$ 4,457.98		\$ 39,790.42	
Nov-23	\$ 6,360.86		\$ 46,151.28	
Dec-23	\$ 7,205.75	-	\$ 53,357.03	
Total	\$ 70,402.10	\$ 19,095.85	N/A	Totals

Resolution No. 2023-04.25.v

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Sub Fund 8056 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution For Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Allocation and Neighborhood Revitalization Programs of Fairfield County B-F-22-1AV-1 [Regional Planning]**

**WHEREAS,** Fairfield County has received a Community Development Block Grant from the State of Ohio; and

**WHEREAS,** the environmental evaluation and request for release of funds has been completed for the projects within this grant; and

**WHEREAS,** the environmental review and request for release of funds must be certified by the county; and

---

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

---

**Section 1.** That the Board of Commissioners hereby authorizes the County Administrator to sign the attached environmental review and request for release of funds certifications.

**Section 3.** That the County Administrator return the signed certifications to the RPC for further processing.

Prepared by: Holly Mattei  
cc: Regional Planning

**State of Ohio  
Ohio Department of Development  
Office of Community Development (OCD)**

**REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)  
FOR FEDERALLY FUNDED STATE PROJECTS**

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

**Part 1: General Information**

<p>1. CEO Name, Responsible Entity name, and Mailing Address:</p> <p>Aundrea Cordle, Administrator Fairfield County Board of Commissioners 210 E. Main Street Lancaster, OH 43130</p> <p>Phone: (740) 652-7096 Fax: (740) 687--6048</p>	<p>2. Administering Agent name and Address:</p> <p>Darryll Wolnik, Director Fairfield County RPC 138 E. Chestnut Street Lancaster, Ohio 43130</p> <p>Phone: (740) 652-7110 Fax: (740) 681-4713</p>	<p>Mail Form To:</p> <p>Ohio Department of Development Office of Community Development Environmental Review Specialist 77 S. High Street, 26<sup>th</sup> Floor Columbus, Ohio 43216-1001</p> <p>Phone: (614) 466-2285</p>
---	--	--

**Part 2: Listing Of Projects Requested For Release Of Funds**

List the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance

Grant Agreement No.:	Name of Project and Activity (as listed in Grant Agreement's Attachment A)	Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding:
B-F-22-1AV-1	Fairfield County PY 2022 CDBG Program –					
	Water Facilities Improvements	2 / 1	\$170,000	Village of Baltimore	Replace 770 LF of Waterline	CE
	Water Facilities Improvements	4 / 1	\$68,000	Village of Millersport	Install 1,094 items of equipment	CE

**Part 3: CEO Environmental Certification**

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the projects(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal **(CHECK ONE)** ☐ DID ; OR; **X DID NOT** ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. **(STAPLE COPY(ies) OF NEWSPAPER NOTICE(S) HERE;** i.e. NOI/RROF; Combined Notice; Floodplain/Wetland Notices.) The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR

Categorically Excluded Projects (CE)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published
	April 21, 2023	April 28, 2023	May 1, 2023	May 16, 2023	na

7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Type or Print Name of CEO	Signature	Title	Date
Aundrea Cordle		Administrator	May 1, 2023

**WARNING:** Section 1001 of Title 18 of the United States Code and the Criminal Procedure shall apply to this certification. Title 18 provides, among other things, that whoever knowingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

**State of Ohio  
Ohio Department of Development  
Office of Community Development (OCD)**

**REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)  
FOR FEDERALLY FUNDED STATE PROJECTS**

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

**Part 1: General Information**

<b>1. CEO Name, Responsible Entity name, and Mailing Address:</b>  Aundrea Cordle, Administrator Fairfield County Board of Commissioners 210 E. Main Street Lancaster, OH 43130  Phone: (740) 652-7093 Fax: (740) 687-6048	<b>2. Administering Agent name and Address:</b>  Darryll Wolnik, Director Fairfield County RPC 138 W. Chestnut Street Lancaster, OH 43130  Phone: (740) 652-7110 Fax: (740) 681-4713	<b>Mail Form To:</b>  OH Department of Development Office of Community Development Environmental Review Specialist 77 S. High Street, 26 <sup>th</sup> Floor Columbus, Ohio 43216-1001  Phone: (614) 466-2285
--	--	---

**Part 2: Listing Of Projects Requested For Release Of Funds**

List the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance

Grant Agreement No.:	Name of Project and Activity (as listed in Grant Agreement's Attachment A)	Project/ Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding:
B-F-22-1AV-1	Fairfield County PY 2022 CDBG Program					
	Flood and Drainage Facilities	5 / 1	\$367,500	Pleasantville, Ohio	Install 3 culverts, 1,260 LF of storm sewer & 50 LF sidewalk	EA
	Parks and Rec. Facilities	5 / 2	\$395,100	Pleasantville, Ohio	Install 1 athletic field, 1,440 SF of landscaping and repair restroom facilities	
	Street Improvements	5 / 3	\$57,400	Pleasantville, Ohio	Repair/ resurface 375 LF of roadway	



**Part 3: CEO Environmental Certification**

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the projects(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal **(CHECK ONE)** ☐ DID ; OR; **X DID NOT** ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. **(STAPLE COPY(ies) OF NEWSPAPER NOTICE(S) HERE;** i.e. NOI/RROF; Combined Notice; Floodplain/Wetland Notices.) The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR

Environmental Assessment Projects (EA)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published
	April 21, 2023	May 8, 2023	May 9, 2023	May 24, 2023	na

7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Type or Print Name of CEO	Signature	Title	Date
Aundrea Cordle		Administrator	2023

**WARNING:** Section 1001 of Title 18 of the United States Code and the Criminal Procedure shall apply to this certification. Title 18 provides, among other things, that whoever knowingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.



## CERTIFICATION OF EXEMPT PROJECT

Fairfield County requests that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following projects:

Fairfield County  
2022 CDBG Program

<u>Activity Name</u>	<u>Location</u>	<u>Activity No.</u>	<u>Activity Amt.</u>	<u>Grant Agreement No.</u>	<u>Exemption No.</u>
FCFACF Council	Lancaster	1/1	\$12,000	B-F-22-1AV-1	No. 4

An environmental evaluation has been conducted for each of the projects listed above by Fairfield County. Pursuant to the review, it is the finding of Fairfield County that the above listed projects comply with the applicable requirements of 24 CFR 58.6, and the projects consist solely of activities listed at 24 CFR 58.34 (a) (1 - 11), Exempt activities. Therefore, per 24 CFR 58.34, the responsible entity does not have to undertake any environmental review, consultation, or other action under NEPA and the other provisions of law or authorities cited in 24 CFR 58.5 for these projects.

The environmental review was conducted by:

Whitaker W. Wright, Senior Planner  
CDC of Ohio, 1016 S. High Street, Columbus, Ohio 43206

I, as certifying officer, certify the accuracy of these statements:

Aundrea Cordle, County Administrator  
Fairfield County Commissioners, 210 E. Main Street, Lancaster, Ohio 43130

---

Signature

---

Date

Submit Certification to:

Ohio Department of Development  
Office of Community Development at  
[ocd@development.ohio.gov](mailto:ocd@development.ohio.gov)

## **DEFINITION OF EXEMPT ACTIVITIES**

### **24 CFR 58.34 (a) (1-11)**

In order for a project to be determined exempt, the project must consist solely of the following exempt activities. These activities are listed at 24 CFR 58.34 (a) (1 - 11). The project must comply, however, with the applicable requirements of 24 CFR 58.6. These projects require the submission of a **Certification of Exempt Project** form. 24 CFR 58.34 (b) is not applicable to State of Ohio grantees.

1. Environmental and other studies, resource identification and the development of plans and strategies;
2. Information and financial services;
3. Administrative and management activities;
4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
5. Inspections and testing of properties for hazards or defects;
6. Purchase of insurance;
7. Purchase of tools;
8. Engineering or design costs;
9. Technical assistance and training;
10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
11. Payment of principal and interest on loans made or obligations guaranteed by HUD.

**Note:** Projects which meet the criteria described at **24 CFR 58.34 (a) (12)** must first comply with the requirements of 24 CFR 58.35 (a), Categorical Exclusions, including completion of the Statutory Checklist and the development of an environmental review record. A **Certification of Determination of Subsequent Exemption For A Categorical Exclusion Project** must be submitted for these projects:

- (12) *Any of the categorical exclusions listed in §58.35 (a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in §58.5.*

Resolution No. 2023-04.25.w

A Resolution For Release of Funds and Certification (RROF) for Federally Funded Projects within the Fairfield County Community Development Block Grant (CDBG) Allocation and Neighborhood Revitalization Programs of Fairfield County B-F-22-1AV-1 [Regional Planning]

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License.**

**WHEREAS,** an advance of allocations is necessary in the amount of \$5,000.00 for the purpose of eliminating a negative cash balance; and

**WHEREAS,** said advance shall be repaid to the General Fund when monies are received.

**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 make the following advance:

FROM        1001 090000 General Fund Advance <\$5,000.00>

TO            2593 223001 Concealed Handgun License \$5,000.00

**Section 2.** Request that the advance be paid back to the General Fund, no later than June 30, 2023.

Prepared by: Mendi Rarey  
cc: Sheriff's Office

Signature Page

Resolution No. 2023-04.25.x

A resolution authorizing the approval of an advance from the General Fund to Fund 2593 Concealed Handgun License

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**A resolution authorizing the release and satisfaction of mortgage on a PY 2018 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Stacy Holland.**

**WHEREAS**, Fairfield County holds certain mortgage liens pursuant to award of the CHIP program funds including but not limited to housing rehabilitation, and

**WHEREAS**, Lancaster-Fairfield Community Action Agency (hereinafter Community Action) is the CHIP Program Administrator for Fairfield County; and,

**WHEREAS**, Stacy Holland has received a CHIP loan for Rehab Construction from Community Action for her property located at 730 South Mill Street, Baltimore, Ohio 43105 and a mortgage from Fairfield County was filed against said property on January 27, 2020, or Book 1813, Page 4274 – 4277 in the Fairfield County Recorder's Office; and,

**WHEREAS**, Lancaster-Fairfield Community Action Agency has reviewed this request and recommends that its FY 2018 mortgage be released in accordance with regulations governing the CHIP Program.

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

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**SECTION 1:** that the President of the Board of County Commissioners is hereby authorized to sign said Release and Satisfaction of Mortgage.

**SECTION 2:** that the Clerk of the Board is to return original signed document to Lancaster-Fairfield Community Action Agency for filing with the office of the Fairfield County Recorder and to retain copies in the official records of the Fairfield County CHIP Program.

Prepared by: Lancaster-Fairfield Community Action Agency, Housing Department

## RELEASE AND SATISFACTION OF MORTGAGE

KNOWN ALL PERSON BY THESE PRESENT, THAT Steve Davis, President of Fairfield County Commissioners, for and on behalf of Fairfield County, Ohio a political subdivision of the State of Ohio, does hereby certify that terms and conditions have been satisfied for a certain Rehab Construction Mortgage, from **Stacy Holland**, located at 730 South Mill Street, Baltimore, Ohio 43105, recorded in **Book 1813, Page 4274 – 4277** in the Fairfield County Recorder's Office Fairfield County Ohio has been released. The Recorder is authorized to discharge and release the same of record.

In Witness Whereof, the said Steve Davis, for and on behalf of Fairfield County, Ohio, a political subdivision of the State of Ohio, has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
\_\_\_\_\_  
Steve Davis, President, Fairfield County Commissioners  
For and on behalf of Fairfield County,  
Ohio, a political subdivision of the State  
Of Ohio

The State Of Ohio  
Fairfield County, ss.

Before me, a notary public, in and for said County, personally appeared the above named Steve Davis or and on behalf of Fairfield County, Ohio, a political subdivision of the State of Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of Fairfield County, Ohio.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Lancaster, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Notary Public, State of Ohio

This instrument prepared by Lancaster-Fairfield Community Action Agency

Prosecutor's Approval Page

**Resolution No.**

**County Prosecutor Approval authorizing the release and satisfaction of mortgage on a PY 2018 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Stacy Holland**

(Lancaster-Fairfield Community Action Agency)

Approved as to form on 4/20/2023 5:07:05 PM by Amy Brown-Thompson,

A handwritten signature in cursive script that reads "Amy Brown-Thompson". The ink is dark and the signature is fluid.

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

Resolution No. 2023-04.25.y

A resolution authorizing the release and satisfaction of mortgage on a PY 2018 Rehab Construction, Community Housing Impact and Preservation Program (CHIP) for Stacy Holland.

(Lancaster-Fairfield Community Action Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**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 27, 2023; 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

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN								
	Fund: 1001 - GENERAL FUND								
1579244	04/27/2023	80132	AUNDREA N CORDLE	4/2023	04/01/2023	23000874	C0425	MONTHLY CELL PHONE STIPEND 4/2023	60.00
1579245	04/27/2023	82133	JEFF PORTER	4/2023	04/01/2023	23000881	C0425	MONTHLY CELL PHONE STIPEND 4/2023	60.00
5373908	04/27/2023	75360	CORSA	R0320-PL2023R-1	04/19/2023	23000741	C0425	property/vehicle insurance 5/1/23-5/1/24	544,642.00
TOTAL: COMMISSIONERS ADMIN									544,762.00



Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1210	JOB & FAMILY SERVICES								
	Fund: 2018 - FCJFS - PUBLIC ASSISTANCE								
5373906	04/27/2023	6640	FF CTR FOR DISABILITIES MARCH 2023 & CEREBRAL PALSY		03/01/2023	23000371	C0425	2023 - 2024 TRANSPORTATION	84,508.75
TOTAL: JOB & FAMILY SERVICES									84,508.75

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
1579245	04/27/2023	82133	JEFF PORTER	4/13/23	04/13/2023	23000681	C0425	reimbursement mileage city link tour Cincinnati	172.53
TOTAL: HUMAN RESOURCES									172.53

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270	COMM-MAINTENANCE								
	Fund: 3435 - PERMANENT IMPROVEMENT FUND								
5373907	04/27/2023	14329	SETTERLIN BUILDING COMPANY	10 4/17/23	04/17/2023	22004612	C0425	SWAT project 4/17/23	63,892.00
TOTAL: COMM-MAINTENANCE									63,892.00

INVOICES BY DEPARTMENT

04/27/2023 to 04/27/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$693,335.28

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-04.25.z

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.



# **SOUTH-CENTRAL OHIO MAJOR CRIMES UNIT**

**Fairfield County Board of Commissioners  
“Listen and Learn”  
April 25, 2023**



# MAJOR CRIMES UNIT

- ▶ 10 sworn and 02 civilian personnel.
- ▶ Fairfield County is TF fiduciary.
- ▶ Member agencies contribute more than \$750,000 in salaries for personnel assigned.
- ▶ Blended approach involving long term conspiracies, interdiction, and robust outreach
- ▶ 94.56% of activity occurs in Fairfield County.
- ▶ 8 grant funding sources bring in 1.25 million dollars
- ▶ TF has diversified its mission, increased services with a 42.8% decrease in staffing.

# Enforcement Activity 2018-2022

- ▶ 1710 Search Warrants executed
- ▶ Indicted 293 individuals with 62.7% being F2 or F1
- ▶ Mandatory sentences of 8-15 yrs.
- ▶ Seized
  - 9.65 Lbs Cocaine
  - 11.8 Lbs of Heroin
  - 15.48 Lbs of Fentanyl
  - 777 Lbs of Marijuana
  - 32.4 Lbs of Methamphetamine
  - 27,890 grams of MDMA
  - 23,751 Dosage Units RX Drugs
  - 421 Dosage Units of LSD
  - 4.3 Lbs Psilocybin
  - 207 Firearms
  - Assisted member agencies in more than 30 nondrug related cases and investigations.



# Electronic Data Exploitation

- ▶ Everyday offenders are using electronic devices to communicate and conduct illicit activity.
- ▶ Social Media Common
  - FB Messenger
  - Snapchat
  - Instagram
  - Messaging Apps
  - Use of currency exchange apps commonplace





# Electronic Data Exploitation

- ▶ LE exploiting this technology
- ▶ Search warrants and device extractions
- ▶ Intelligence analysis
- ▶ AI analysis of data
  - Cellebrite Premium
  - Graykey
  - Clearview
  - Scout PD
  - Penlink
  - Cell Hawk



# Outreach Activity



**F.O.R.T.**  
Fairfield County Overdose Response Team

- 526 Overdoses
- 74 Fatal Overdoses
- 529 FORT Engagements
- Distributed more than 2,000 Naloxone kits this year
- More than 600 Transportation vouchers
- Over 40 Nalox boxes deployed in public buildings throughout Fairfield County
- Provided more than \$200,000 in Recovery supports to service providers
- In one program alone 102 individuals entered treatment with 63 completing the program
- Mentoring other programs across the United States and here in Ohio.
- Named Best Law Enforcement led deflection program in Ohio by the Ohio Deflection Association.
- Adding Fentanyl Test Strips soon to our harm reduction strategies.
- Enhancing engagement strategies with homeless population.

# Current Collaborative Initiatives

- ▶ New K9 “Riggs” added to Task Force
- ▶ Provided new K9 and handler training to LPD and FCSO
- ▶ Providing investigative software platforms to participating agencies
- ▶ Deploying 30 Flock Safety LPR cameras across Fairfield County





# Current Drug/Crime Trends

- ▶ What comes next
- ▶ Meth and Fentanyl primary
- ▶ Poly drug use/Poly Drug Mixtures
- ▶ Cocaine making strong comeback
- ▶ THC Concentrates
- ▶ Medical marijuana
- ▶ Hemp Legalization

# Where we are & Where we are going

- ▶ America is the largest consumer of legal & illegal drugs in the world today.
- ▶ International Drug Trafficking Organizations (DTO's) meet demand with a supply of cheap highly addictive drugs like heroin, methamphetamine, and synthetic drugs
- ▶ Drugs and drug trends have changed many times across the decades, but one thing remains consistent. "When there is a demand there will always be a supply"
- ▶ Last year approximately 107,000 PEOPLE died from drug poisonings
- ▶ Ultimately demand reduction/education prevention is the only viable long-term strategy
- ▶ Enforcement, education/prevention, and treatment are the three components of most community strategies aimed at dealing with the current crisis.
- ▶ All three are necessary, but traditional approaches to each of these must be amended.
- ▶ Everyone knows or thinks they know how we got here, where we go is key

# What comes next?

- ▶ Plant based organic drugs will be replaced
- ▶ Synthetics are a better product
- ▶ More economical to produce
- ▶ And provide a greater profit margin for traffickers





# This is the business model!!!



HANDOUTS PROVIDED  
BY THE PUBLIC  
DURING THE  
PUBLIC COMMENT  
SECTION OF THE  
MEETING ARE  
CONTAINED  
HEREAFTER



# OHIO STATEWIDE THREE TRADE SOLAR AGREEMENT

## 2022-2025

August 1, 2022 – July 31, 2025

Ohio Statewide  
Three Trade Solar Agreement  
between

Ohio Laborers' District Council  
& Affiliated Unions

International Union of  
Operating Engineers Local 18  
and

International Brotherhood  
of Electrical Workers 4th District

**LOCAL 18**



**ANDREW MURRAY**

Organizer



Mobile: (614) 674-3542  
Office: (614) 486-5281



AMurray@iuoelocal18.org  
www.OE18.org



1188 Dublin Road  
Columbus, Ohio 43215



**LABORERS' DISTRICT COUNCIL OF OHIO**

**Yancy D. Shaw**

Field Representative



152 Dorchester Square  
Westerville, Ohio 43081



Tel: (614) 895-9002  
Fax: (614) 895-8082  
Cell: (614) 570-6144





Laborers' District Council of Ohio  
Affiliate of  
Laborers' International Union of North America



152 Dorchester Square  
Westerville, Ohio 43081-7300

Phone: (614) 895-9002  
Fax: (614) 895-8082

**Ralph E. Cole**  
Business Manager-Secretary/Treasurer

## Table of Contents

Article	Page
I Initial Provisions .....	1
II Scope of Agreement .....	2
III Union Security.....	3
IV Wages and Fringe Benefits.....	4
V Subcontracting.....	5
VI Hiring and Equal Opportunity .....	5
VII No Strike, No Lockout .....	7
VIII Disputes and Grievances.....	8
IX Agreement Utilization and Pre-Job Conference ..	10
X Shift Work.....	11
XI Travel and Subsistence.....	11
XII Working Rules.....	11
XIII Fitness for Duty and Drug and Alcohol-Free Workplace .....	13
XIV Work Jurisdiction.....	15
XV Duration and Savings Clause .....	16
Exhibit A-Assignments .....	17

## Statewide Solar Agreement

### ARTICLE I INITIAL PROVISIONS

**1.1** This Agreement is entered into between \_\_\_\_\_ ("Primary Employer" or "Contractor"), and the Ohio Laborers' District Council and local affiliates of LIUNA, Local Union 18 of the IUOE, and the IBEW Fourth District (hereinafter the "Union" or "Unions,") (individually referred to as "Party" and collectively referred to as "Parties"). Further, Primary Employers subcontractors performing Covered Work shall become signatory to this Agreement and will be referred to as "Employer or Employers."

**1.2** All Parties agree that this is an 8(f) agreement.

**1.3** The term "Qualifying Project" refers to any Qualifying Project as defined in the MOU attached hereto as Exhibit A. Such projects will hereinafter be referred to as "Qualifying Projects" or just "Projects."

**1.4** As used herein, the term "Master Agreement(s)" refers to: (a) the IBEW site local agreement in Ohio where a Qualifying Project is performed; and (b) certain Conditions offered within the IBEW regional agreement for Ohio that would be applicable to the location where a Qualifying Project is performed as agreed to in Exhibit C (Variance Request); (c) the 2022-2025 Ohio Highway-Heavy-Municipal and Utility Construction State Agreement Between the Laborers' District Council of Ohio and the Ohio Contractors Association, Labor Relations Division; and (d) the 2021-2024 Ohio Highway Heavy Agreement between the International Union of Operating Engineers, Local 18 and the Ohio Contractors Association Labor Relations Division.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

**2.1** As used in this Agreement, the term "Covered Work" refers to: (a) all solar panel installation, solar panel supports, support panels, inverters, transformers, cabling foundations and site work on Projects; and (b) all work done in temporary yards or facilities adjacent to or near the Project that only support the Project

**2.2** The following are specifically excluded from the definition of Covered Work:

**2.3** Work not covered by a collective bargaining agreement performed by supervisors, technical or non-manual employees including but not limited to executives, office and clerical personnel, drafters, staff engineers, technical advisors and technicians addressing warranty issues, vendor quality control and testing representatives, logistic and materials support, timekeepers, messengers, any other employees above the classification of general foreman who perform administrative/clerical functions, security personnel or anyone excluded under the National Labor Relations Act. Further, any operations and maintenance work for the Project after its completion are also excluded.

**2.4** Primary Employer or any of its Employers shall not perform any project operations or maintenance work at a Project.

**2.5** Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 5 below. For clarity, a genuine manufacturing facility is one that is existing prior to the Primary Employer's construction of the Project and one that supports the solar industry. A genuine manufacturing facility is not solely dedicated to support the Primary

2

Employer or its subcontractors for Project Covered Work. Covered Work does not include creating inverter skids or kitted items if they are created, built, or assembled in a genuine manufacturing facility that supports the solar industry as a whole. Any manufacturer owned in whole or in part, or with any ownership or control relationship with a Primary Employer or electrical contractor shall not be recognized as a genuine manufacturer.

**ARTICLE III**  
**UNION SECURITY**

**3.1** The Primary Employer hereby recognizes the Unions as the sole and exclusive bargaining agent for all employees engaged in the assembly and erection of solar panel installation, including solar panels, solar panel supports, cabling, foundations and site work at the Projects.

**3.2** The Primary Employer and any of its other Employers agree to comply with the contractual wages, fringe benefits, hours and other working conditions in the Master Agreements. If there is any conflict between this Agreement and the Master Agreements, this Agreement shall prevail.

**3.3** All Employees covered by this Agreement as a condition of continued employment shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, whichever is later, acquire, and for the duration of their employment, maintain membership in the Union. This provision shall not apply where such a requirement for continued employment is prohibited by state law; provided, however, that where an agency shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth day following beginning of such employment, or the effective date of the Agreement, whichever is the later

3

period. The Unions may notify the Primary Employer and its Employers in writing of any default on the part of an employee to pay his or her initiation fee and/or membership dues, and if the employee has not paid such fees or dues within seven (7) days from receipt of written notice, the Primary Employer and/or its Employers shall discharge such employee, provided membership was available under the same terms and conditions generally applicable to other members. Further all employees who fail to maintain their Union membership as above provided shall be discharged by the Primary Employer and/or its Employers.

**3.4** The Primary Employer and its Employers shall have the right to assign its rights afforded under this Agreement to any subsidiary, limited liability company, or division in which Primary Employer or its Employers hold a direct financial interest, being that entity is signatory to this Agreement

**3.5** All Employers selected to work on the Projects along with the representatives from each Union will be required to attend regular labor management meetings.

**ARTICLE IV**  
**WAGES AND FRINGE BENEFITS**

**4.1** The Primary Employer and its Employers agree that by signing this Agreement, it will be bound by all legally constituted trusts which have been established in the Master Agreements, pursuant to collective bargaining.

**4.2** Once Primary Employer is notified by certified mail, return receipt requested, or by fax, or other electronic means, that it or any Employer is delinquent in contributions to fringe benefit funds, apprenticeship funds, dues check-off or any other contractually required contributions for work at the Projects, and does not respond positively by

4

forwarding said contributions to the appropriate place of receipt within ten (10) business days, the provisions of Article VII shall not apply and the aggrieved Union may legally withhold services to the delinquent Employer at the Projects. However, it is understood that such action, consistent with Article VII, does not allow said craft to establish any picket line.

**ARTICLE V**  
**SUBCONTRACTING**

**5.1** The Primary Employer agrees that neither it nor any of its Employers will subcontract any Covered Work to be done on the Projects, except to a person, firm or corporation who is bound to this Agreement.

**ARTICLE VI**  
**HIRING AND EQUAL OPPORTUNITY**

**6.1** Each Union will conduct referrals per its local referral policy or as described in its Master Agreement.

**6.2** In the event that no referral is provided or that the Union in question is unable to fill requisitions for employees requested by Primary Employer and/or its Employers within a 48-hour period (excluding Saturdays, Sundays, and holidays), the Primary Employer and/or its Employer may staff that work with: (1) employees of another trade covered under this Agreement or (2) applicants from any other source. In such event, the Primary Employer and/ or its Employer will notify the Union's affiliate of the names and classifications and the dates of such hiring within seven (7) days of hire. If there are repeated situations where a Union is unable to provide adequate staffing according to the Project schedule, the Primary Employer or its Employers,

5

reserves the right to employ employees to address the shortage of qualified workers as a "Spike Crew." Further, the Spike Crew shall perform the same, if not identical, scope of work as the Union members and will be temporary in nature. Thereafter, the Unions and the Primary Employer will meet in good faith to review the ability of the Unions to supply adequate numbers of skilled workers and agree on the Spike Crew's continued usage. If a Spike Crew is utilized, Primary Employer or its Employers will pay Union dues and benefits for such individuals.

6.3 The Primary Employer and its Employers shall have the right to assign key employees to the Projects. Key employees are defined as craft employees who possess special skills or abilities and are not readily available in the area. Key personnel and the ratio for them shall be named and agreed to at the pre-job conference.

6.4 Upon receiving a final completion certificate from the Owner of the Project for the work, Primary Employer shall advise the Unions and the fringe benefit fund offices of the event.

6.5 The parties agree that affirmative action will be taken to afford equal opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, Vietnam-era veterans or any other status protected by federal, state or local law. The Parties also agree to establish a respectful workplace free from all types of harassment, including racial or sexual graffiti.

6.6 Seniority shall not be recognized on the Projects.

6.7 The Parties agree that the Projects are a "Qualified Energy Project" under RC 5727.75. To the extent permitted by law, all Parties agree that at least 80% of labor hours covered by this Agreement will be performed by Ohio residents.

ARTICLE VIII  
DISPUTES AND GRIEVANCES

8.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a Job Steward(s) to each Project (to be appointed at the sole discretion of the Unions) and notify the Primary Employer of same for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

8.2 The Primary Employer, Employers, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the Covered Work of the Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

8.3 Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee or Union subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, such employee or Union, through the respective Local Union Business Representative or Job Steward, shall, within ten (10) calendar days after the occurrence of the violation, give notice to the work-site representative of the involved Primary Employer or any applicable Employer stating the provision(s) alleged to have been violated. The Business Representative of the Union or the Job Steward and the work-site representative of the involved Primary Employer or any applicable Employer shall meet and endeavor to adjust the matter within seven (7) calendar days after timely notice has been given. The representative of the Primary Employer shall respond to

ARTICLE VII  
NO STRIKE, NO LOCKOUT

7.1 It is the specific intent of all Parties that there shall be NO STRIKES OR LOCKOUTS OR SLOWDOWNS during the life of the Agreement and under the Agreement.

7.2 In the event of a strike or lockout in the construction industry, the Covered Work shall not be halted in any respect or for any reason but will continue with the understanding that all settlements made between any Union and the Primary Employer and its Employers or Primary Employer's contractor groups, if any, shall be made retroactive to the expiration of the applicable Master Agreement provided that any provision of the settlement does not discriminate against the Project's Covered Work.

7.3 It is specifically agreed between the Parties that the no-strike, no-lockout and no-slowdown obligations set forth in this Agreement apply to any type of Covered Work stoppage or interruption and with equal force to sympathy strikes of any kind whatsoever; including the honoring of picket lines at the Project, Project strikes, Project stoppages. Project work interruptions, slowdowns and lockouts shall not occur under any circumstances, except as outlined in Paragraphs 4.2.

7.4 In the event of a violation, in any respect, of the no-strike, no-lockout and no-slowdown obligation by any Union, individual, Primary Employer or Employer, an aggrieved party (including a Union) may immediately commence an action for injunctive relief and may seek an order restraining such conduct. Upon a showing of such a violation, and after posting a bond in the amount satisfactory to the court, such injunctive relief shall be issued by the court. Any such action for injunctive relief shall not restrict the right of any aggrieved party to recover monetary damages for a violation of this provision. However, with respect to monetary damages, any such damages will be limited to the local Union(s) having jurisdiction over the area where the Project is performed.

the Union representative in writing (copying the Primary Employer or any applicable Employer) at the conclusion of the meeting but not later than seven (7) calendar days thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s), the Primary Employer or any applicable Employer have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) calendar days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager(s) or his or her designee, the Project Manager of the Primary Employer or his or her or her designee, any applicable Employer or his or her designee shall meet within seven (7) calendar days of the referral of a dispute to this second step to arrive at a satisfactory settlement. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an arbitrator mutually agreed upon by them. The Primary Employer or any applicable Employer and the involved union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators in a sub-regional

panel from which the arbitrator shall be selected by the parties alternatively striking from the list. The first strike shall be determined by the toss of a coin. The decision of the arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration shall be borne equally by the Primary Employer or any applicable Employer and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

8.4 The Primary Employer shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

**ARTICLE IX  
AGREEMENT UTILIZATION  
AND PRE-JOB CONFERENCE**

9.1 Primary Employer agrees to provide notification to the Unions, notifying them of jobs where this Agreement is to be utilized, describing the location, size and extent of the job and the proposed starting date. It is a violation of this Agreement to start a Project without a pre-job conference subject to the provisions set forth below.

9.2 Primary Employer and the Unions having area jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption

10

the employee is required to stay at the Project for one (1) hour to be eligible for two (2) hours reporting pay unless the Primary Employer or its Employer releases the employee prior to the end of the first (1st) hour; if such employee does not start to work, the employee will receive two (2) hours reporting time; if employee starts to work, employee shall receive four (4) hours pay; if the employee works over four (4) hours, the employee will receive eight (8) hours pay; for inclement weather only it will be 2, 4, 6, 8.

12.3 Contractor shall have the right to make and revise from time-to-time safety and working rules not inconsistent with the above or any other terms of this Agreement, or with existing laws, provided proper notification to employees and the Job Steward(s) has been made. Also, Primary Employer and all Employers are required to hold mandatory weekly safety meetings.

12.4 It is the Primary Employer's exclusive responsibility to ensure the safety and health of its employees and their compliance with federal, state, and local safety and health laws and regulations as well as the safety rules and standards contained herein.

12.5 The furnishing of tools, other than hand tools, or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Primary Employer and any applicable Employer to furnish such equipment at no cost to the employee. However, employees are required to report for work wearing suitable clothing and reinforced safety toe boots made with composite or carbon fiber type material, per ANSI Z41.1, suitable for a construction project,

12.6 There shall be no restrictions imposed against the use of any type of machinery, tools, or labor-saving devices. There shall be no bonus, bid, or task work; nor shall there be any limit on or curtailment of production.

12

**ARTICLE X  
SHIFT WORK**

10.1 When shifts are desired, notification must be made to the Business Manager(s) or his or her designee of the Unions. Shifts may be established when considered necessary by Primary Employer. Shift hours and rates shall be per Union having jurisdiction on the Projects.

**ARTICLE XI  
TRAVEL AND SUBSISTENCE**

11.1 It is agreed that no travel or subsistence will be paid for local craft workers on the Projects.

**ARTICLE XII  
WORKING RULES**

12.1 Payday shall be once each week to be determined at the pre-job conference. Direct deposit is available at the request of the employee. When employees are discharged, they must be paid wages due them at the time of discharge. When employees quit, wages due may be mailed to the employee's last known address or direct deposited in the employee's designated account.

12.2 All work performed before and after eight (8) hours, Monday through Friday, shall be paid at time and one-half. All work performed on Saturday shall be paid at the rate of time and one-half. All work on Sundays and/ or holidays shall be paid at the rate applicable in the appropriate Master Agreement not to exceed double time. Changes to the Project work hours, including a 4-10 schedule and/ or spike crew, shall be permitted by mutual agreement between Primary Employer and the appropriate Union(s). An employee who reports for work, without prior notification not to report, will be paid two (2) hours' pay for reporting and

11

**ARTICLE XIII  
FITNESS FOR DUTY AND DRUG  
AND ALCOHOL-FREE WORKPLACE**

13.1 Primary Employer or Employer may require a fitness for duty examination paid for by the Employer with an onsite nurse or at offsite locations. Prospective employees required to take the examination will be compensated as follows: (1) applicants who pass the test will be paid wages and benefits for the time actually incurred for the examination (excluding travel time if any) up to a maximum of three hours paid by the Primary Employer or its Employers; and (2) applicants who fail the test will be paid \$300.00 by the Primary Employer or Employers. The examination is intended to ensure the proposed duties coincide with the individual's ability to complete likely tasks. All decisions about fitness for duty are made by a qualified health care provider and shall be kept confidential except for the fact of passing or not passing the examination. In addition, the prospective employee will take a pre- employment drug test. Applicants failing the drug test will not be entitled to the \$300.00 payment. Those who pass the drug test are entitled to the \$300 payment even if they don't pass the fitness for duty examination. For purposes of clarity, if the prospective employee passes both the drug test and the fitness for duty examination, the applicant will only be entitled to wage and benefits for the time incurred for the examination (excluding travel time if any) up to a maximum of three hours.

13.2 All employees working on Projects covered by this Agreement are subject to random drug and/or alcohol testing and any other type of drug and/or alcohol testing required by state or federal law. Furthermore, any employee who is involved in an on-the-job accident will be required as a condition of continued employment to

13

submit to a test to determine whether drug and/or alcohol use could have impaired the employee's ability to safely perform his/her duties on the Project. Such tests usually involve a sampling of the employee's urine, or breath. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, submits an adulterated sample or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. All testing will be done by a reliable, established laboratory. If the initial test result indicates anything other than a negative finding, further testing of the same sample must be done to confirm the original findings before the laboratory can report such findings. The results of all tests called for under this section will be kept confidential and provided only to the Primary Employer or its Employer, the employee and the Union. Wages and fringes will be paid for the time required for drug testing on current employees, provided such results are negative. If the test results are not negative, the employee will be subject to disciplinary action up to and including discharge.

**13.3** An employee whose test results are not negative may, at the sole discretion of the Primary Employer or its Employers, be granted a leave of absence for the purpose of drug and alcohol rehabilitation. Until the employee presents certification of successful completion of such rehabilitation to the Primary Employer and/or its Employers and the Union, the employee shall be removed from the Project and shall not be eligible for referral.

**ARTICLE XV  
DURATION AND SAVINGS CLAUSE**

**15.1** This Agreement becomes effective \_\_\_\_\_, and shall continue in effect until July 31, 2025 and thereafter, from year to year until terminated at the option of any party after sixty (60) days' notice to the other Parties.

**15.2** In the event that any state or federal statute or regulations shall supersede, invalidate or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

Contractor Name	IBEW Fourth District
Company Representative:	By: International Vice President, Fourth District
Print: _____	Ohio Laborers District Council
Sign: _____	By Ralph E. Cole, Business Manager/ Secretary Treasurer
	IUOE LOCAL #18

**ARTICLE XIV  
WORK JURISDICTION**

**14.1** There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

**14.2** The Primary Employer and the Unions that are a party to this Agreement will not dispute the "Work Assignments" attached as Exhibit B. Prior to the commencement of Covered Work, and at the mutual direction of the Primary Employer and the Unions, a pre-job conference shall be held between the representatives of the Unions and Primary Employer to discuss all anticipated Covered Work and such assignments. The assignments made in the attachment "Work Assignments" can be modified for local area practice or other relevant reasons by mutual consent of the Unions and Primary Employer at the pre- job conference.

**14.3** Due to the unique nature of these Projects and aggressive scheduling and workforce demands, the Primary Employer may assign work to composite crews. The Primary Employer will attempt to follow area practice and assignments in the "Work Assignments."

**EXHIBIT A  
GENERAL REQUIREMENTS  
ASSIGNMENT**

LINE		
1	All hoisting with cranes	Operating Engineers
2	Telehandlers & Skid-Steers	Operating Engineers
3	Construction Traffic Control and Signing	LIUNA
4	Temporary Fencing	Subcontractor/ Operating Engineer/LIUNA
5	Site Surveying, layout and grade control points	Operating Engineers/LIUNA
6	If Primary Employer self performs layout during the excavating of the project LIUNA will be utilized in the crew to stake grade marks.	
7	Temporary Facilities and Yard	LIUNA / Operating Engineers/ IBEW
8	PV Metering, Monitoring	Specialty Subcontractor
9	Off Road Transportation Vehicles	Reserved
10	Electrical grounding work including but not limited to grounding straps, clamps or bonding to the post or racking	IBEW

SOLAR PANEL FOUNDATIONS  
AND RACKS

LINE		ASSIGNMENT
11	Earth Augering and Earth Excavation (if required)	Operating Engineers
12a	Installation of Solar Panel Foundations (Stone)	Operating Engineers / LIUNA
12b	Installation of Solar Panel Foundation (Concrete)	Operating Engineers / LIUNA
12c	Installation of Solar Panel Posts	Operating Engineers /LIUNA
12d	Installation/Mounting Solar Panels	IBEW
13a	Unloading Materials in Laydown Yard	Operating Engineers / LIUNA
13b	Telehandlers & Skid-Steers	Operating Engineers
14	Installation of Panel Racking System	Operating Engineers /LIUNA
15	Forming (if required)	LIUNA
16	Placement of structural concrete (if required)	LIUNA
17	Stripping of Forms (if required)	LIUNA
18	Backfilling & compaction of subsoil/topsoil at completed Solar Panel foundations (if required)	Operating Engineers / LIUNA
19	Site Restoration	Operating Engineers / LIUNA

18

ACCESS ROADS, PERIMETER FENCING, EROSION  
CONTROL, LANDSCAPING

LINE		ASSIGNMENT
20	Stripping and excavation of access roads	Operating Engineers
21	Installation of filter cloth for access road construction (if required)	LIUNA / Operating Engineers
22	Installation and placement of granular materials	Operating Engineers
23	Compaction and grading of granular materials	Operating Engineers
24	Installation of CMP culverts at driveway and water coarse crossings	Operating Engineers / LIUNA
25	Install Perimeter fencing	Specialty Subcontractor/ Operating Engineers / LIUNA
26	Hauling of site Excavated Materials	Operating Engineers
27a	Offloading of Solar Panel Modules in Yard	Operating Engineers /LIUNA
27b	Offloading and distribution and unwrapping of Solar Panel Modules in Field	Operating Engineers / LIUNA
28	Solar Tracking System	IBEW
29	Connect Panels to DC Wiring Harness	IBEW
30	Install Wiring Harness	IBEW
31a	Installation of Inverter Foundation (Stone)	LIUNA/Operating Engineers

19

LINE		ASSIGNMENT
31b	Installation of Inverter Foundation (Concrete)	LIUNA/ Operating Engineers
32	Install Combiner Boxes	IBEW
33	Trench for DC Cables to inverter	Operating Engineers / LIUNA / IBEW
	The DC trench excavation and backfill will be done by the IUOE / LIUNA, but during the installation of the cables the IBEW will hand/shovel or hand/shovel excavate as needed in pre-excavated trenches.	
34	Install underground DC cabling	IBEW
35	Terminate DC cabling	IBEW
36	Install Inverter Skids	IBEW / Operating Engineers
37	Terminate Inverter Skids	IBEW
38	Install Junction Boxes	IBEW
39	Trench for AC Cables to Transformer	Operating Engineers / LIUNA / IBEW/Specialty Subcontractor
	The AC trench excavation and backfill will be done by the IUOE / LIUNA, but during the installation of the cables the IBEW will hand/shovel or hand/shovel excavate as needed in the pre-excavated trenches.	
40	Install underground AC cabling	IBEW/Operating Engineers/ Specialty Subcontractor
41	Terminate AC Cabling	IBEW
42	Install Transformers	IBEW / Operating Engineers
43	Low Voltage Startup Testing and commissioning	IBEW / Specialty Subcontractor
44	High Voltage Startup Testing and Commissioning	Specialty Subcontractor

20

21