

Regular Meeting #24 - 2023
Fairfield County Commissioners' Office
June 6, 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: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Jon Kochis, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Lisa McKenzie, Jeremiah Upp, Corey Schoonover, Leighann Davis, Josh Crawford, Marty Norris, Dan Neeley, Audrey Stoffel, Tiffany Wilson, Ray Stemen, Stephanie Taylor, Jim Bahnsen, Dr. Carri Brown, Becky Schaade, Anna Tobin, Donna Fox-Moore, Francis Martin, Barb Martin, Josephine Price, Linda McDonald, Dale Dixon, and Brandy Marshall.

Attending virtually: Jared Collins, Jessica Murphy, Evan Martin, Ashley Arter, Shelby Hunt, Belinda Nebbergall, Sara Madenwald, Stacy Hicks, Jeff Barron, DF, Andy Boystel, Tiffany Murphy, Jonathan Ferbrache, Alex Alonzo, and Lori Hawk.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the content rich agenda.

Listen & Learn, Fairfield County Dog Adoption Center & Shelter and the Fairfield Area Humane Society

Leighann Adams, Dog Warden for the Fairfield County Dog Adoption Center & Shelter, and Corey Schoonover, Director of the Fairfield Area Humane Society, spoke about collaborations between their agencies.

Ms. Adams stated she is new to her position and added that the two agencies are working together for the betterment of animals and the community. Ms. Adams added that there has been a new process implemented for issues occurring after normal business hours.

Mr. Schoonover stated that he has been the director of the Humane Society for thirteen years and that many questions arise afterhours. He added that the agencies are partnering to increase communication.

Ms. Adams and Mr. Schoonover spoke about adding more frequent social media updates and attending community events on behalf of their agencies.

Mr. Schoonover emphasized the importance of not interfering with baby animals found without their mothers, as it is likely that the mother is nearby.

Commissioner Davis asked if either agency was involved in the situation with a dog and an officer.

Ms. Adams confirmed that she was involved.

Commissioner Davis spoke about his beloved labs and thanked both agencies for their work.

Commissioner Levacy asked about problematic aggressive animal cases.

Ms. Adams spoke about changes in vicious dog laws and newer stricter requirements for dangerous dogs.

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Mr. Schoonover stated that a lot of animal owners wish to surrender their dogs due to behavior issues stemming from household changes since the pandemic. He added that the Humane Society cannot put dogs up for adoption that have behavior issues.

Ms. Adams stated that behavioral euthanasia is a very tough topic.

Commissioner Fix stated he has adopted two dogs from the shelter that are the sweetest dogs he has ever owned. He asked for the approximate number of dogs currently housed in the shelter.

Ms. Adams stated that there are forty-two dogs in the shelter, two additional under heartworm treatment, and two in foster homes.

Mr. Schoonover provided that the Humane Society has approximately eighty cats and eighty dogs.

Commissioner Davis congratulated Ms. Adams on her new position and stated his appreciation that the agencies are working together.

Public Comment

Commissioner Davis stated the July 27, 2023, Commissioners' Meeting will not have a Public Comment section due to the amount of County business that will need to be conducted that day.

Ray Stemen of Lancaster spoke about comprehending new occurrences every day and provided a prayer.

Legal Update

Amy-Brown Thompson spoke about the two resolutions on the agenda regarding levies and the process for those levies.

Commissioner Davis stated his appreciation for the work that has occurred on the levies.

County Administration Update

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

Week in Review

American Rescue Plan Update

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$24.5M has been appropriated, \$13.9M expended, \$4.3M encumbered or obligated.

Evening Meeting

Next week June 13 will be an evening meeting that will be held at Amanda Clearcreek schools at 7:00 pm. People should enter through Door K on the left side of the building.

Public Comment

There will be no Public Comment portion in the June 27th Commissioners' Review and Regular Meeting to allow ample time to discuss County business.

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Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 22 resolutions for the voting meeting.
Resolutions of note:

- A resolution for a .5 mill replacement levy for the Fairfield County District Library for the November 7th general election for 10 years.
- A resolution for an 8 mill replacement levy for Senior Services for the November 7th general election for 5 years.
- A resolution authorizing the renewal of a lease for the Ohio Department of Public Safety for 980 Liberty Dr.
- A resolution to approve loan documents for RLF project, Wellness Within Chiropractic, LLC
- A resolution for installation of access control at the Fairfield Center.
- A resolution to approve the contract award to Law General Contracting Inc for the airport sewer extension and water service project.

Utilities Director, Tony Vogel provided additional information on the Law General Contracting resolution and stated that the sewer lift station located at the future site of a T-Hangar is being moved. He added that the hangars will have sewer and water and that tap fees will be included.

Facilities and EMA Director, Jon Kochis spoke about the airport's adjoining landowners.

County Treasurer, James Bahnsen, provided that the land bank is working with the property owner on the South end of the airport.

Commissioner Levacy spoke about the Law General Contracting bid.

Mr. Vogel added that Law General is a local company.

Administrator Cordle thanked Mr. Kochis, Mr. Vogel, Mr. Porter, and Mr. Hampson for their work that has allowed the project to move forward.

Economic and Workforce Development Director, Rick Szabrak, spoke about the RLF resolution and added that the chiropractor receiving the loan was once in Lancaster and is returning.

Mr. Kochis spoke about the resolution for the new access control at the Fairfield Center.

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Fairfield County District Library Director, Becky Schaade, spoke about the library's replacement levy. She provided that the levy was renewed in 2018 and that voters are being asked to replace for ten years. She stated that a \$100k evaluation would cost a homeowner \$17.59. Ms. Schaade continued by providing many of the needs that the levy would help alleviate such as maintenance issues, elevator repairs, the limestone facade project, the ability to operate four nights a week, and the expansion of library pickup boxes.

Commissioner Davis spoke about the first time he used the internet and his thoughts about the future of books at that time.

Ms. Schaade spoke about the library's services and programs, which included programs for kids, teens, and adults. She added that the library's desire is to be a community hub and that the library is visited by 3000 individuals weekly.

Commissioner Levacy spoke about Dolly Parton's Imagination Library and added that it is funded by the State at 50%. He also spoke about the importance of literacy for quality of life.

Ms. Schaade stated that the library supports the Imagination Library program and credited United Way for becoming involved early in the program.

Commissioner Fix spoke about using libraries and their amazing programming. He wished the library success.

Meals on Wheels Executive Director, Anna Tobin, introduced three Board of Trustees Officers, including Board President, Dale Dixon; and spoke about the Senior Services/Meals on Wheels Levy.

Commissioner Davis spoke about differences between the two levies on the agenda.

Ms. Tobin stated Meals on Wheels is celebrating its 50th year and that it started as a grass roots efforts to prepare food and get it to seniors. She added that in 2004 a senior services levy was placed on the ballot to provide services to improve the quality of living for seniors and to keep them living in their own homes. She also added that in 2018 the levy was back on the ballot; and that the pandemic has affected the agency and that food costs are up 47%. She also stated that staffing and labor costs, as well as fleet expenses, are up significantly.

Commissioner Davis asked about the 2018 Senior Services/Meals on Wheels levy results.

Ms. Tobin stated that she believes it was a 67% approval rate.

Commissioner Davis stated his appreciation for Meals on Wheels and added that it is a lifeline for its recipients.

Commissioner Levacy added his support for Meals on Wheels.

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Commissioner Fix wished Senior Services/Meals on Wheels great success.

Corey Clark, JFS Director and Meals on Wheels Trustee, stated that he had the opportunity to serve on the levy committee and that a great deal of thought and discussion had gone into its decisions.

Mr. Dixon added that high inflation has made five year planning very difficult and that the Board of Trustees wishes to ensure there is enough funding to maintain current services.

Budget Review

Budget Director, Bart Hampson, provided a snapshot of historical, current, and projected data. Mr. Hampson provided a two page spreadsheet which is available in the minutes and spoke on how the County is projected to be performing throughout the remainder of 2023.

Commissioner Davis spoke about continuing to track sales tax and other revenues.

County Auditor, Dr. Carri Brown, spoke about the effects of the timing of property taxes on financial reports.

Recognition

- County Auditor, Dr. Brown, applauded Jessica Ferguson, Jennifer Harmon, and Bev Anders for completing Tech Cred training.
- County Auditor, Dr. Brown, shared that at the Bloom Township meeting on May 24th, officials commented on the excellent customer service of the Auditor's Office, the technical expertise of GIS, and how everyone collaborates with one another.
- County Auditor, Dr. Brown, thanked Bernie Fleming, Vicki Tauer, Connie Smith, and the Master Gardeners, as well as the mowing team with Facilities, for their terrific work with landscaping at 108 N. High Street.
- County Auditor, Dr. Brown, thanked Curt Truax for updating the Board of Election files in record time to support the August election.

Calendar Review/Invitations Received

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - Regional Planning Commission Meeting, June 6, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - Fairfield 33 Development Alliance Meeting, June 7, 2023, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
 - Fairfield County Planning Next Staff Meeting, June 12, 2023, 2:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
 - Transportation Improvement District Meeting, June 13, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster

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- Wear Purple, June 15, 2023, to Raise Awareness, and Fight Against, Elder Abuse
- OSU Extension Gluten Free Eating Class, June 27, 20023, 12:00 p.m., Keller Market House, 134 S. Columbus St., Lancaster
- There Will be No Public Comment at the June 27, 2023, Review and Regular Meeting to Allow Time to Conduct County Business

Correspondence

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - Email, Jennifer Morgan, Regional Planning Commission Board President, Re: Staff Update
 - Press Release, Board of Commissioners, May 30, 2023, "Columbus CEO Names Fairfield County a Winner of the Columbus Top Workplaces 2023 Award"
 - Press Release, Fairfield County Workforce Center, May 30, 2023, "Fairfield County Workforce Center Receives National Award"
 - Press Release, Office of the County Auditor, June 1, 2023, "Auditor's Office Employees Participate in Inaugural Ohio University Women's Leadership Summit"
 - Press Release, Office of the County Auditor, June 5, 2023, "County Auditor Announces New Electronic Option for the Pre-Approval of Legal Descriptions"
 - Bulletin, Fairfield County Safety Council Now Accepting New Members
 - Congratulatory Note from Delaney McIlwain, to the Commissioners, for Receipt of Celebration Award from the Board of Developmental Disabilities
 - Thank You Letter from the Central Ohio Area Agency on Aging to Commissioner Levacy for Attending and Presenting at their Annual Recognition Ceremony
 - Letter from the Ohio Ecological Food and Farm Association Regarding the County's Land Use Plan
 - Letter of Support for the Biennial Budget Funds for the Fairfield County Workforce Center from Ohio University, Fairfield County Economic and Workforce Development, and Hocking College, to Senators Stephen Huffman and Matt Dolan
 - Ohio Division of Liquor Control New Liquor Permit #5299618, Los 3 Nortenos, LLC, 8220 Refugee Rd, Suites 2 and 3, Pickerington
 - Memo, Dr. Carri Brown, County Auditor, June 1, 2023, Subjects: General Fund Unassigned Fund Balance & General Fund Revenues; Video Training Tools; New Electronic Process for Pre-Approvals of Legal Descriptions; Final Board of Revision Hearings; DDL Strategic Planning; and Staffing Update
 - The Fairfield County Engineer's Office 2022 Annual Report
 - Bulletin, Visit Fairfield County
 - Federal Emergency Management Agency Letter, May 30, 2023, Re: Flood Insurance Rate Map, Case No.: 22-05-1171P
 - Letters and Emails from Fairfield County Residents Regarding Solar Energy

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Old Business

Commissioner Davis provided he recently appeared in a Commission Connection Video with Stephanie Taylor of Habitat for Humanity at Habitat's Pleasantville site. He added that he also attended a Farm Bureau meeting and thought the meeting had robust discussions.

Commissioner Levacy stated he is hopeful he will hear back that the Workforce Center will receive funding from the state.

Commissioner Fix stated he also attended the Farm Bureau meeting and was impressed with Commissioner Davis's presentation on opportunities available to the Farm Bureau.

New Business

Treasurer Bahnsen shared that his office is in the process of printing invoices for the second half property taxes and expects to have those in the mail soon.

Commissioner Davis asked if the next Investment Advisory Committee meeting has been scheduled.

County Treasurer, James Bahnsen, stated he will look to schedule a meeting soon.

County Engineer, Jeremiah Upp, stated his office is very busy with road and bridge improvements taking place in the county. He spoke on the design of roundabouts and the time and attention that has gone into making roundabouts accessible for farm equipment and semi-trucks.

County Recorder, Lisa McKenzie, stated her office is now fully staffed and is proceeding with training. She added that this is a busy time of year for the office.

Auditor Brown stated her office has new training tools which are modeled after the informational videos used for the public and that there is a new electronic process for the pre-approval of legal descriptions. Auditor Brown also touched on some staffing changes in her office.

Commissioner Levacy asked Engineer Upp about the improvements on Coonpath Road.

Engineer Upp stated people will have to use Pleasantville Road while road improvements are taking place.

Regular (Voting) 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: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Jon Kochis, Tony Vogel, Amy Brown-Thompson, Steven Darnell, Lisa McKenzie, Jeremiah Upp, Corey Schoonover, Leighann Davis, Josh Crawford, Marty Norris, Dan Neeley, Audrey Stoffel, Tiffany Wilson, Ray Stemen, Stephanie Taylor, Jim Bahnsen, Dr. Carri Brown, Becky Schaade, Anna Tobin, Donna Fox-Moore, Francis Martin, Barb Martin, Josephine Price, Linda McDonald, Dale Dixon, and Brandy Marshall.

Attending virtually: Jared Collins, Jessica Murphy, Evan Martin, Ashley Arter, Shelby Hunt, Belinda Nebbergall, Sara Madenwald, Stacy Hicks, Jeff Barron, DF, Andy Boystel, Tiffany Murphy, Jonathan Ferbrache, Alex Alonzo, and Lori Hawk.

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Pledge of Allegiance

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

Announcements

Ms. Menningen stated that Family, Adult and Children First Council resolution 2023-06.06.i was identified after the publishing of the Agenda as a Job and Family Services resolution and that the correction had been made in the resolution management system.

Approval of Minutes for May 30, 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, May 30, 2023, meeting.

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|--|
| 2023-06.06.a | A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192). |
| 2023-06.06.b | A resolution declaring it a necessity to levy a tax in excess of the ten mill limitation for a replacement of an existing Senior Services/Meals on Wheels levy for the November 7, 2023, general election. |
| 2023-06.06.c | A resolution authorizing the approval of a renewal lease agreement with the Ohio Department of Public Safety |

Commissioner Davis spoke about the process for levies to be placed on the ballot for voters.

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 Court of Common Pleas

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 Court of Common Pleas:

- | | |
|--------------|--|
| 2023-06.06.d | A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2023 and 2024. |
|--------------|--|

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

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Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2023-06.06.e A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC, as a Fairfield County Revolving Loan project.

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:

2023-06.06.f A resolution to approve the contract bid award for the 2023 micro surfacing project.

2023-06.06.g A resolution to submit drainage improvement estimates.

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 and 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 the Fairfield County Family, Adult and Children First Council:

2023-06.06.h A resolution authorizing the approval of a partial repayment of an advance to the General Fund from Fund# 7521.

2023-06.06.i A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Belmont Pines Hospital & RTC and Child Protective Services Department. [JFS]

2023-06.06.j A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Board of Commissioners and the Ohio Department of Developmental Disabilities for State fiscal year 2024.

2023-06.06.k 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.

Roll call vote of the motion resulted as follows:

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

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Approval of a Resolution from Fairfield County Information Technology

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

- 2023-06.06.l A resolution to approve an access control installation agreement and bid award between Industrial Technical Services Inc. and the Fairfield County Board of Commissioners for the purpose of additional access security controls in the Fairfield Center.

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:

- 2023-06.06.m A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department.
- 2023-06.06.n A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Caring for Kids, Inc.
- 2023-06.06.o A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Eastway Corporation.
- 2023-06.06.p A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Kids Count Too, Inc.
- 2023-06.06.q A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and A New Leaf, Inc.
- 2023-06.06.r A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and the Ohio Teaching Family Association.
- 2023-06.06.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Victory House LLC.

Administrator Cordle added that the resolutions are all network agreements.

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

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Fairfield County Commissioners' Office
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Approval of a Resolution from the Fairfield County Juvenile and Probate Court

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 Juvenile and Probate Court:

2023-06.06.t A resolution to appropriate from unappropriated in a major expenditure object category Fund #2408, Drug Court Program Sub Fund #8209.

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

Approval of a Resolution from Fairfield County Utilities

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

2023-06.06.u A resolution to approve the contract award for the airport sanitary sewer extension and water service, ARP fiscal recovery Fund #2876.

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:

2023-06.06.v A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

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

Adjournment

Commissioner Davis provided the time and location for the June 13, 2023, meeting.

With no further business, on the motion of Jeff Fix and a second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:22 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 7:00 p.m. at Amanda-Clearcreek High School, on Tuesday, June 13, 2023.



A G E N D A

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, June 6, 2023
9:00 a.m.

1. Review

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

2. Welcome

3. Listen & Learn, Fairfield County Dog Adoption Center & Shelter and the Fairfield Area Humane Society

Leighann Adams and Corey Schoonover

4. Public Comments

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

5. Legal Update

6. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Regional Planning Commission Meeting, June 6, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - ii. Fairfield 33 Development Alliance Meeting, June 7, 2023, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
 - iii. Fairfield County Planning Next Staff Meeting, June 12, 2023, 2:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd., Carroll
 - iv. Transportation Improvement District Meeting, June 13, 2023, 1:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
 - v. Wear Purple, June 15, 2023, to Raise Awareness, and Fight Against, Elder Abuse
 - vi. OSU Extension Gluten Free Eating Class, June 27, 20023, 12:00 p.m., Keller Market House, 134 S. Columbus St., Lancaster
 - vii. There Will be No Public Comment at the June 27, 2023, Review and Regular Meeting to Allow Time to Conduct County Business

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

f. Correspondence

- i. Email, Jennifer Morgan, Regional Planning Commission Board President, Re: Staff Update
- ii. Press Release, Board of Commissioners, May 30, 2023, "Columbus CEO Names Fairfield County a Winner of The Columbus Top Workplaces 2023 Award"
- iii. Press Release, Fairfield County Workforce Center, May 30, 2023, "Fairfield County Workforce Center Receives National Award"
- iv. Press Release, Office of the County Auditor, June 1, 2023, "Auditor's Office Employees Participate in Inaugural Ohio University Women's Leadership Summit"
- v. Press Release, Office of the County Auditor, June 5, 2023, "County Auditor Announces New Electronic Option for the Pre-Approval of Legal Descriptions"
- vi. Bulletin, Fairfield County Safety Council Now Accepting New Members
- vii. Congratulatory Note from Delainey McIlwain, to the Commissioners, for Receipt of Celebration Award from the Board of Developmental Disabilities
- viii. Thank You Letter from the Central Ohio Area Agency on Aging to Commissioner Levacy for Attending and Presenting at their Annual Recognition Ceremony
- ix. Letter from the Ohio Ecological Food and Farm Association Regarding the County's Land Use Plan
- x. Letter of Support for the Biennial Budget Funds for the Fairfield County Workforce Center from Ohio University, Fairfield County Economic and Workforce Development, and Hocking College, to Senators Stephen Huffman and Matt Dolan
- xi. Ohio Division of Liquor Control New Liquor Permit #5299618, Los 3 Nortenos, LLC, 8220 Refugee Rd, Suites 2 and 3, Pickerington
- xii. Memo, Dr. Carri Brown, County Auditor, June 1, 2023, Subjects: General Fund Unassigned Fund Balance & General Fund Revenues; Video Training Tools; New Electronic Process for Pre-Approvals of Legal Descriptions; Final Board of Revision Hearings; DDL Strategic Planning; and Staffing Update
- xiii. The Fairfield County Engineer's Office 2022 Annual Report
- xiv. Bulletin, Visit Fairfield County
- xv. Federal Emergency Management Agency Letter, May 30, 2023, Re: Flood Insurance Rate Map, Case No.: 22-05-1171P
- xvi. Letters and Emails from Fairfield County Residents Regarding Solar Energy

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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

7. Old Business

8. New Business

9. Regular (Voting) Meeting

10. Adjourn

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

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
MAY 29, 2023 TO June 04, 2023

Fairfield County Commissioners

- AA.05.30-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.30-2023.e 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]

Fairfield County Information Technology

- AA.05.30-2023.b An Administrative Approval to approve a consulting agreement for Microsoft Endpoint Configuration Management between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of standardizing endpoints for enhanced and more efficient county operations. [Information Technology]
- AA.05.30-2023.c An Administrative Approval to approve a consulting agreement for Image Management of endpoints between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of beneficial and efficient deployments of endpoints across county offices. [Information Technology]
- AA.05.30-2023.d An Administrative Approval to approve a consulting agreement around cybersecurity vulnerabilities between MCPC, Inc. and the Fairfield County Board of Commissioners for the purposes of meeting Secretary of State Directives to improve security for county operations. [Information Technology]

Fairfield County Utilities Department

- AA.06.01-2023.a An administrative approval of a bank transfer for the County Utilities Department May 2023 [Utilities]

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.1.2023.

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

\$24,478,474.33 has been appropriated, \$13,929,545.59 expended, \$4,258,584.56 encumbered or obligated.

12Project/Category		As of 6/1/23 Appropriations	As of 6/1/23 Expenditure	As of 6/1/23 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	74,679.67	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,329,360.24	2,381,299.01	929,405.43
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	1,230,885.21	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	168,466.87	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,024,089.60	4,483,403.17	948,391.17
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	23,630.61	18,278.01	0.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.1.2023.

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

\$24,478,474.33 has been appropriated, \$13,929,545.59 expended, \$4,258,584.56 encumbered or obligated.

Project/Category		As of 6/1/23 Appropriations	As of 6/1/23 Expenditure	As of 6/1/23 Obligation
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	149,354.84	99,923.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
Subtotal Negative Economic Impacts		1,850,804.61	1,540,698.72	148,731.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	15,897.14	464,996.86
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	0.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	38,950.00
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	613,000.00

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.1.2023.

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

\$24,478,474.33 has been appropriated, \$13,929,545.59 expended, \$4,258,584.56 encumbered or obligated.

Project/Category		As of 6/1/23 Appropriations	As of 6/1/23 Expenditure	As of 6/1/23 Obligation
R511e	Drinking Water: Transmission/Distribution, Pleasantville	659,000.00	0.00	659,000.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
R517a	Broadband, Other Projects	49,900.00	18,365.46	27,286.72
Subtotal Infrastructure		6,750,790.50	1,374,476.21	1,947,019.97
Revenue Loss				
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	274,278.60	100,721.40
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	543,820.85	16,179.15
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	1,809,768.32	363,640.89
R61h	Community School Attendance Program	501,137.00	68,353.07	7,663.61
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	65,204.28	134,795.72
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	20,000.00	0.00	11,157.40
Revenue Loss		9,372,912.08	6,205,540.51	1,214,442.13

Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3, 2023 – American Rescue Plan Fiscal Recovery Funds, as of 6.1.2023.

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

\$24,478,474.33 has been appropriated, **\$13,929,545.59** expended, **\$4,258,584.56** encumbered or obligated.

Project/Category		As of 6/1/23 Appropriations	As of 6/1/23 Expenditure	As of 6/1/23 Obligation
Administration				
R71a	Administrative Expenses	412,415.82	257,965.26	0.00
Subtotal Administration		412,415.82	257,965.26	0.00
Grand Total		\$24,478,474.33	\$13,929,545.59	\$4,258,584.56

There are multiple projects under review in addition to the projects already approved.



Images by [iStockphoto.com](#)

Gluten Free Eating

Presented by: Shannon Carter, Family and Consumer Sciences Educator
Emma Stephens, Intern
OSU Extension – Fairfield County

About twenty percent of the U.S. population is looking to reduce or eliminate gluten from their diet. For people who make the decision to eat gluten free as a matter of dietary choice and not a medical necessity, there are many important considerations.

Learn about gluten free shopping, dining, cooking and baking.

Program includes helpful handouts and recipes, including samples, to try!

When: Tuesday, June 27, 2023
12:00 - 1:00 p.m.

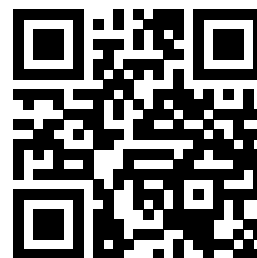
Where: Keller Market House
134 S. Columbus St
Lancaster, OH 43130

Registration: go.osu.edu/fcglutenfree

Cost: \$8 per person



Scan to Register



THE OHIO STATE UNIVERSITY

06/06/2023
EXTENSION

fairfield.osu.edu

We Sustain Life

CFAES provides research and related educational programs to clientele on a nondiscriminatory basis. For more information: go.osu.edu/cfaesdiversity

Hello Everyone,

I just wanted to share with you that Darryll Wolnik the Executive Director of RPC has resigned effective immediately. We wish him well on his future endeavors.

We will need to extend Holly's contract for another month, so we can determine what our next move will be.

The RPC meeting will be held next Tuesday, June 6th at 5:30 pm and then there will be an executive committee meeting afterwards.

Thank you,

Jennifer Morgan

Jennifer Morgan

Assistant Vice President

Fairfield Federal Savings & Loan

740-653-3863 (p)

740-653-9487 (f)

jmorgan@fairfieldfederal.com



P R E S S R E L E A S E

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

FOR IMMEDIATE RELEASE

May 30, 2023

Contact: Board of Commissioners' Office
contact@fairfieldcountyohio.gov
(740)652-7090

COLUMBUS CEO NAMES FAIRFIELD COUNTY A WINNER OF THE COLUMBUS TOP WORKPLACES 2023 AWARD

Lancaster, Ohio - Fairfield County has been awarded a Top Workplaces 2023 honor by Columbus C.E.O. Magazine Top Workplaces. Fairfield County ranks 12th among employers with 350 or more employees in central Ohio. The ranking is based solely on employee feedback gathered through a third-party survey administered by employee engagement technology partner Energage LLC. The confidential survey uniquely measures 15 culture drivers that are critical to the success of any organization: alignment, execution, and connection, just to name a few.

“Our team members are the county’s greatest asset. We welcome their feedback and strive to make Fairfield County a great place to work and build a career,” said Steve Davis, President of the Fairfield County Commissioners.

“Earning a Top Workplaces award is a badge of honor for companies, especially because it comes authentically from their employees,” said Eric Rubino, Energage CEO. “That’s something to be proud of. In today’s market, leaders must ensure they’re allowing employees to have a voice and be heard. That’s paramount. Top Workplaces do this, and it pays dividends.”

Founded in 1800, Fairfield County is the 8th county to be formed in the Northwest Territory, making it three years older than the State of Ohio. Fairfield County works to ensure high quality services, with outstanding customer service at exceptional value to taxpayers. Fairfield County fosters economic and fiscal sustainability and works to enhance the County's reputation as a high performing, learning, and caring organization. Fairfield County values the contributions of its team members as they continue to serve, connect, and protect the citizens of Fairfield County.

###

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



FAIRFIELD COUNTY WORKFORCE CENTER
4465 COONPATH RD. NW, CARROLL, OHIO 43112

FOR IMMEDIATE RELEASE

May 30, 2023

FAIRFIELD COUNTY WORKFORCE CENTER RECEIVES NATIONAL AWARD

[LANCASTER, OH] - Fairfield County has received a 2023 Achievement Award from the National Association of Counties (NACO) in the category of Children and Youth for its Summer Career Exploration Camps. The camps are offered free of charge at the Fairfield County Workforce Center to middle school students to introduce youth to careers in engineering, healthcare, and construction.

Fairfield County was one of only six counties in Ohio to win a NACO Achievement Award this year. It is the third award the county has won in the past four years for its efforts in workforce development.

“Fairfield County has proven to be a leader in workforce development and it’s an honor to be recognized nationally for this program,” said Rick Szabrak, Fairfield County Economic and Workforce Development Director. “These accessible Career Camps provide hands-on experience for students to discover career interests for themselves. Students have a blast while learning skills that can help them in any career they decide to pursue.

“The support of the local school districts and partner businesses show how committed the community is to develop our workforce and finding pathways for our students. And our staff and partners have done a great job preparing for even bigger camps this year.”

This summer the Workforce Center Career Camps will be led by instructors from Hocking College, Ohio University-Lancaster, and Lancaster City Schools. There will be no fee or cost to the students participating in the camps – all are funded by the Fairfield 33 Development Alliance, Lancaster City Schools, the Fairfield County Commissioners, and a grant from the Ohio Department of Education. Last year, the inaugural year, over 90 students participated in the camps. The program is being expanded to increase enrollment and further involve the local school districts. Registrations are still open and can be found at www.fairfieldcountyohioworkforcecenter.gov/career-camps.html.

In addition to the three industry-specific camps, the Workforce Center also is offering an all-girls STEM Camp.

NACO was established to promote healthy, safe, and vibrant counties across America. For information about Fairfield County Workforce Center, visit www.fairfieldcountyohioworkforcecenter.gov/career-camps.html.

###

For media inquiries, contact Temple Montanez at temple@krilecommunications.com

SERVE • CONNECT • PROTECT

**FOR IMMEDIATE RELEASE****Thursday, June 1, 2023****Auditor's Office Employees Participate in Inaugural Ohio University Women's Leadership Summit**

Lancaster, Ohio – Congratulations to Rachel Elsea and Angel Horn, County Auditor representatives for the Ohio University Women's Leadership Summit. Mrs. Elsea and Mrs. Horn participated in a cohort of 50 women (including some from Fairfield County Developmental Disabilities and Job and Family Services) in a 5-session program that began in February and concluded in May.

The Summit was designed for women to establish and enhance leadership skills. Cohort participants will be asked for extensive feedback about the program, which was founded by Dr. Pam Kaylor of Ohio University. Training was led by national, regional, and local subject matter experts. The training focused on participants identifying:

- Personal leadership characteristics
- Best practices of effective leadership
- Networking strategies
- Way to support the community
- Effective mentoring opportunities

The Women's Leadership Summit also included an overview of Gallup's CliftonStrengths - Strength Finder testing (which the County Auditor's Office served as a practical example because that assessment was already in place for the team). The County Auditor's Office strategic plan was also used as a model for an organization seeking ways to plan for the future and communicate about the plan, seeking and implementing feedback.

For more information, please contact Rachel Elsea, Communication's Officer, at rachel.elsea@fairfieldcountyohio.gov.

###

New Mailing Address
(International)
(if applicable)

SERVE • C

06/06/2023

Fairfield County Auditor's Office • 7
P: 740-652-7020 • F: 7

New Mailing Address
Line 1:
New Mailing Address
Line 2:
New Mailing
City/Locality:
New Mailing
State/Province:
New Mailing Postal Code:

024

**FOR IMMEDIATE RELEASE****Monday, June 5, 2023****County Auditor Announces New Electronic Option for the Pre-Approval of Legal Descriptions**

Lancaster, Ohio – The Fairfield County Auditor’s Office is excited to announce new technology for the public. There is now an electronic option (with Simplifile) to submit, receive feedback, and make corrections for citizens who prefer to obtain pre-approval of a legal description of property. Pre-approval (prior to signing a deed) can help avoid the need for corrections and make things more efficient. Legal descriptions ultimately must be approved by the County Auditor’s Map Room prior to the conveyance of property.

Traditionally, documents are sent to the office for pre-approval by email, mail, or courier service. This new electronic option will increase efficiency and save money by reducing the amount of time businesses and citizens spend providing information to the office.

Dr. Carri Brown, County Auditor, stated, “The electronic process for pre-approval of legal descriptions simplifies the process and improves the County’s ability to serve its constituents. Traditional options of mailing or dropping off legal descriptions for pre-approval remain available for those who desire in-person options. For others who want to use technology, this new option will be a welcome opportunity.”

Through partnership with Simplifile, users can securely share and track documents. To view how the Simplifile process for legal descriptions works, click the following link:

[Welcome to Simplifile! \(icemortgagetechnology.com\)](https://www.simplifile.com/ice-mortgage-technology)

There are several businesses now using Simplifile to record deeds; but if you are new to the Simplifile site and would like to set up and register an account, contact Simplifile directly at 1.801.223.1056 or Michelle.Wilsey@ice.com.

As with recording of deeds, users of the pre-approval process for legal descriptions will experience a nominal fee. These fees are offset by reduced costs users will experience, including reduced costs of labor and supplies, such as checks, postage, ink, paper, and envelopes. There is no commission to the County. The process is safe and efficient.

Do you have questions about the pre-approval process or submitting a legal description for pre-approval through Simplifile? Call (740) 652-7060, Monday- Friday, 8 am – 4 pm.

###



FAIRFIELD COUNTY SAFETY COUNCIL

NOW ACCEPTING NEW MEMBERS!

If your organization is not currently a member of the Fairfield County Safety Council, now is the time to sign-up!

Safety Council members ***do not*** need to be a member of the Lancaster Fairfield County Chamber of Commerce; Funded by the Ohio Bureau of Workers Compensation (BWC), this program is open to all businesses, organizations, agencies, and municipalities.

Why join Safety Council?

- Stay up-to-date on new safety regulations and policies that impact your business.
- Learn new practices to keep yourself and your employees safe at home and in the workplace.
- Network with other professionals from the business community.
- **New for 2023-2024:** Receive a 3% rebate on BWC Premiums!* *(Increased from 2%; Click [HERE](#) for details)*

Interested? Download and return the sign-up form:

DOWNLOAD FORM

Questions? Contact Cheryl Barber:
cheryl@lancoc.org | 740-653-8251

ABOUT SAFETY COUNCIL

PLEASE NOTE:

If you and/or your organization were a member of Fairfield County Safety Council during the 2022-2023 year, no action is needed! Stay tuned for communications regarding upcoming meetings.

Follow the [Fairfield County Safety Council](#) on Facebook



Lancaster Fairfield County Chamber of Commerce | 109 N Broad St, Ste 100, (740) 653-8251,
Lancaster, OH 43130


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

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

Sent by cheryl@lancoc.org powered by



Try email marketing for free today!



A NOTE FROM

Delainey McIlwain

Dear Commissioner Fix
Commissioner Davis
Commissioner LeVacy

wanted to send you a note
of congratulations on your recent
celebration award from Celebration
of Possibilities. Your dedication to
our community and your commitment
to serving others does not go unnoticed.
I appreciate your leadership and
you are each very well deserving!

Best,
Delainey McIlwain

3776 South High Street
Columbus, Ohio 43207-4012
www.coaaa.org/ email: coaaa@coaaa.org



Your Aging and Disability Resource Network

(614) 645-7250
1-800-589-7277
(614) 645-6200 TTY/TDD

May 25, 2023

Commissioner David Levacy
210 E. Main St., Suite 301
Lancaster, OH 43130

Dear Commissioner Levacy:

Thank you for attending Central Ohio Area Agency on Aging's (COAAA) annual recognition ceremony, the COAAA Hall of Fame, and for introducing Dee and Kathy Mowry.

Your participation played such a key role in making the day's events significant and memorable for Dee, Kathy, and all who were in attendance. Thank you for recognizing their great work.

It is our pleasure to honor outstanding central Ohioans who selflessly give their time and talent to better their communities and enrich the lives of others. We thank Fairfield County for its longtime support of the Hall of Fame and for partnering with us to host an enjoyable event that celebrates the accomplishments of exemplary older adults.

Sincerely,

A handwritten signature in black ink that reads "Steven Centofanti". The signature is fluid and cursive, with the first name "Steven" and last name "Centofanti" clearly visible.

Steven Centofanti
Communications Manager
Central Ohio Area Agency on Aging
3776 S. High St.
Columbus, Ohio 43207
614-645-7585
scentofanti@coaaa.org

Central Ohio Area Agency on Aging • Katie White, Director

Serving: Delaware • Fairfield • Fayette • Franklin • Licking • Madison • Pickaway • Union Counties

Operated by Columbus Recreation & Parks Department • The City of Columbus is an Equal Opportunity Employer



May 22, 2023



To: Mr. David Levacy
Fairfield County Transportation Improvement District Board
Fairfield County Records Center
38 W Chestnut St Lancaster OH 43130

Good afternoon,

My name is Jerah Pettibone and I'm the Begin Farming and Land Access Educator at the Ohio Ecological Food and Farm Association. We're an organic certifier, agricultural policy and education organization that has been promoting and supporting the sustainable farming community and local food economy in Ohio and 11 other states since 1979.

One of our active members recently made us aware of Fairfield county's land use plan set to be approved in August 2023, which involves a significant amount of commercial development of farmland. OEFFA is concerned that there is not enough representation from the agricultural community on the land-use steering committee, and that the plan is being adopted too quickly for balanced reflection. In farmland preservation and planning considerations, there has to be a balance of farmland, commercial, and residential uses. We understand the need for this balance and want to ensure that farmland is valued, included and intentionally planned for. There are significant costs to community services that go along with different types of land uses. Ecological farming offers significant benefits to community and ecological services in terms of local food, agricultural economic development, water quality, soil health, pollinator, and other ecosystem benefits.

Many organizations around Ohio and nationwide have recognized the wider trend of disappearing farmland and its impacts on the food system and the economy as a top priority issue. Every day in the US, 2,000 acres of agricultural land are paved over, fragmented, or converted to uses that jeopardize farming. Fairfield County is no exception to this, currently converting an average of 1,400 acres per year to non-agricultural uses. Current land-use plans could double that rate, leaving no cropland in Fairfield County in just over 50 years. When development takes priority, it may create short-term wealth, but doesn't provide the long-term sustainability and security of well-stewarded farmland – an invaluable resource which can take many decades to re-cultivate.

The Fairfield County land use plan will deeply affect the local food economy for generations to come. Without the valuable perspective of farmers and land stewards, wise land-use choices will be much more difficult to make. We urge you to engage in critical and honest discussion with a truly balanced steering committee that can usher Fairfield County's land into a long, productive and sustainable future. We point to the expertise of the Fairfield County Land Preservation Association, which has 20 years of collective knowledge and material investment in this matter and advise that their perspective be utilized as much as possible. If OEFFA can be of any service or support in this matter, please don't hesitate to reach out.

Ohio has long been one of Americas leading agricultural producers and contributes millions of dollars and thousands of jobs to our local economy. Ohio's history and future is deeply rooted in agriculture and its relationship to farmland. We must give voice to those who are invested in protecting it.

Sincerely,

Jerah Pettibone
Begin Farming and Land Access Educator
Ohio Ecological Food and Farm Association
jerah@oeffa.org 614-725-3166

Senators,

Please see the attached letter of support for the biennial budget funds for the Fairfield County Workforce Center. This collaboration is a great example of what happens when business, higher education, K12 education, and local government come together to solve a critical problem facing our employers. We appreciate your time and if you have any questions please let me or our partners at Hocking College and Ohio University know.

Sincerely,





June 2, 2023

President Huffman
Statehouse
1 Capitol Square
Second Floor – SH 201
Columbus, OH 43215

Senator Matt Dolan, Chairman
Senate Building
1 Capitol Square
First Floor – Rm. 127
Columbus, OH 43215

Dear President Huffman & Chairman Dolan:

The needs of Ohio's businesses to develop and maintain a prolific workforce is at an all-time high. This has been the case for some time for many of the state's industry sectors including advanced manufacturing, health care, and construction. Because of this reality, we write in support of a \$4.2 million appropriation in House Bill 33, which will be used to address the dire workforce needs of Central and Southeast Ohio in these labor sectors. More specifically, this funding will supply needed resources for manufacturing training equipment, electrical lab equipment, CNC, machining and manufacturing equipment, an HVAC commercial training center, stationary and mobile water/wastewater treatment facilities, construction training equipment, welding bays, a commercial driver's license training area, a pre-apprenticeship program, and building improvements – all of which lead to good paying jobs for Ohioans and workers for our employers.

In 2019, a unique partnership was developed among Fairfield County, Hocking College, and Ohio University to create for-credit and non-credit programs designed to fill the workforce gaps in the areas of manufacturing, health care, construction, and other labor sectors. Fairfield County's commissioners have continued to significantly fund, in both capital and operations, the Fairfield County Workforce Center which houses the activities of the partnership. Since training began in 2021, this example of cooperation from a two-year institution, a four-year institution, and county government has, successfully, supplied workers for Central Ohio employers. This appropriation will further these efforts and move the Workforce Center to the next level of support for employers.

The demand for a modern workforce has never been greater in Central and Southeast Ohio. The Fairfield County Workforce Center has significant support from several employers in manufacturing, health care, electrical services, and local government. The programs offered are designed to provide opportunities for individuals, from high school students to those changing careers, to gain credentials in a short period of time and enter the workforce quickly. The offerings include short-term technical certificates and two-year degree programs.

State and regional leaders have visited the Workforce Center and realize this collaboration is an example for other areas of the state to follow in an attempt to develop a suitable, modern workforce. We urge your support for the funding necessary to push this project to its full potential to help Ohio's employers.

Sincerely,

Steven Davis
Fairfield County Board of
Commissioners, President

Hugh Sherman
President
Ohio University

Dr. Betty Young
President
Hocking College

Cc: State Senator Tim Schaffer

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5299618		NEW	LOS 3 NORTENOS LLC 8220 REFUGEE RD STE 2 & 3 & PATIO VIOLET TWP PICKERINGTON OH 43147
PERMIT NUMBER		TYPE	
ISSUE DATE			
05 10 2023			
FILING DATE			
D1 D2 D3			
PERMIT CLASSES			
23	928	B	D83614
TAX DISTRICT			RECEIPT NO.

FROM 05/30/2023

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 05/30/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/30/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 5299618

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Rebecca Mennigen June 2, 2023
(Signature) (Title) ☒ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF FAIRFIELD COUNTY COMMISSIONERS
210 E MAIN ST #301
LANCASTER OHIO 43130



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You must, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered timely, your above response must be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 - 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: June 1, 2023
Subjects: General Fund Unassigned Fund Balance & General Fund Revenues; Video Training Tools; New Electronic Process for Pre-Approvals of Legal Descriptions; Final Board of Revision Hearings; DDL Strategic Planning; and Staffing Update

General Fund Unassigned Fund Balance & General Fund Revenues

- **The unassigned general fund balance is \$32,556,822 as of December 31, 2022.** This is well within the cash balance policy requirements.
- **General fund revenues as of May 31, 2023, are \$28.8 M.** With annual estimated revenues of \$61.5 M, overall fund receipts at 46.9% are tracking slightly ahead of expectations.

Video Training Tools

The first video training tool for Auditor processes is now available. A short video shows the specific procedures for accessing the Time and Attendance program. There will be more videos.

New Electronic Process for Pre-Approvals of Legal Descriptions

We are excited to announce new technology for the public. There is now an electronic option (with Simplifile) to submit, receive feedback, and make corrections for citizens who need to obtain approval of a legal description of property. Legal descriptions must be approved by the County Auditor's map room prior to the conveyance of property. The process is now available. There are still options to deliver descriptions in person and to mail them by regular mail. We believe people will appreciate the new, electronic option.

Final Board of Revision Hearings

On May 31, the regular Board of Revision Hearings closed for this season. Thank you to the BOR delegates and staff who made the process organized and efficient.

Destination Downtown Strategic Planning

On June 7, there is a strategic planning session for Destination Downtown Lancaster, for which I am serving as the Commissioners' appointee. The mission of DDL is to enhance Lancaster's downtown business climate while promoting and preserving its historic identity as a center of cultural activity. Please let me know if you have input relating to the mission or any brainstormed goals you might have for DDL.

Staffing Update

There is one vacancy within the County Auditor's Office, for which there is an internal posting. Chris Wagner is moving to Texas, and his last day at work will be June 16th. We are grateful to Chris for his dedication to the County Auditor's Office and to Fairfield County, and we will miss him. We will be sure to stay in touch.



Jeremiah D. Upp, P.E., P.S.
Fairfield County Engineer

Did you know the Fairfield County Engineer's Office:

- Is responsible for over 361 miles of road.
- Is responsible for approximately 345 bridges located on county, township, and city roadways.
- Assists Township Trustees with local needs.
- Assigns house numbers
- Issues permits for anyone working in the right-of-way or hauling oversized/overweight equipment
- Reviews surveys and approves lot splits
- Reviews subdivision plans

THE FAIRFIELD COUNTY ENGINEER'S OFFICE ANNUAL REPORT

2022 Annual Report

Whenever possible, the Fairfield County Engineer's Office applies for grant money to assist in repairing the roads and bridges in our County. 2022 was a busy year for this office. Four bridges were replaced for a total construction cost of over \$2.5M and guardrail was replaced along three other bridges for a cost of \$198,951. Thanks to both federal and state grants, our office was able to construct these projects for our local share of approximately \$401,300 with grant monies paying over \$2.3M.

Once again this year, the Fairfield County Engineer's Office teamed up with another local entity in order to improve our roadways for the traveling public. The Board of Hocking Township Trustees received an OPWC grant for roadway improvements on Meister Road. The County Engineer's Office was instrumental in overseeing this project throughout all of the planning and construction stages.

Maintaining great working relationships with state and federal funding agencies is vital to the Fairfield County Engineer's Office in preserving our track record for receiving grants. Our office takes pride in delivering projects complete and on time. We consider grant money vital in combating rising inflation and stagnant revenue. The Fairfield County Engineer's Office will continue to maximize our efforts in obtaining grant money for projects in the future.

ICE AND SNOW CONTROL

Over \$282,000 was spent on salt, grits, and brine for the 2021-2022 winter season. Road crews purchased approximately 4242 tons of salt, 1349 tons of grits and 18,934 gallons of brine to keep the county road system open. Such treatment is applied at intersections, hills, and curves as first priority. Depending on weather conditions and effectiveness, brine is also used on our arterial routes and some collector routes.



2022 Road & Bridge Projects



Federal/State Exchange money was awarded to our office to assist with replacing the **Berne 26 Bridge** on Horns Mill Road (*pictured left*). Designed by 2LMN, Inc., Double Z Construction Company of Columbus, Ohio replaced this bridge for a total construction cost of \$1,610,179.

Designed by the Fairfield County Engineer's Office, McConnell Contracting, Inc. of West Lafayette, Ohio replaced our **Hocking 17 Bridge** on Meister Road (*pictured right*). This bridge was replaced with a 16' x 6' rise box culvert for a construction cost of \$220,834. An OPWC grant helped fund this project.



The Fairfield County Engineer's Office received federal funding to replace guardrail on three bridges within the county (*pictured left*). Cuyahoga Fence of Cleveland, Ohio replaced guardrail on our AMA-02, RUS-10, and WAL-39 bridges for a construction cost of \$198,951.

2022 MICROSURFACING

Pavement Maintenance Systems, LLC of Imlay City, Michigan received the 2022 Microsurfacing contract for a total construction cost of \$300,331. Microsurfacing took place on sections of Horns Mill Road and Blacklick Road. Microsurfacing is a protective seal coat to extend life of pavement.

2022 RESURFACING

The Shelly Company of Thornville, Ohio received the 2022 Resurfacing contract for a total construction cost of \$1,478,161. Resurfacing took place on sections of the following roadways: Fairfield Beach Road, Coonpath Road, Lake Road, and Shell Beach Road.

2022 Road & Bridge Projects

Our **Madison 13 Bridge** on Rich Hollow Road (*pictured right*) was replaced by U.S. Bridge of Cambridge, Ohio for a construction cost of \$371,644. This simple steel beam bridge was designed by the Fairfield County Engineer's Office. An OPWC grant helped fund this project.



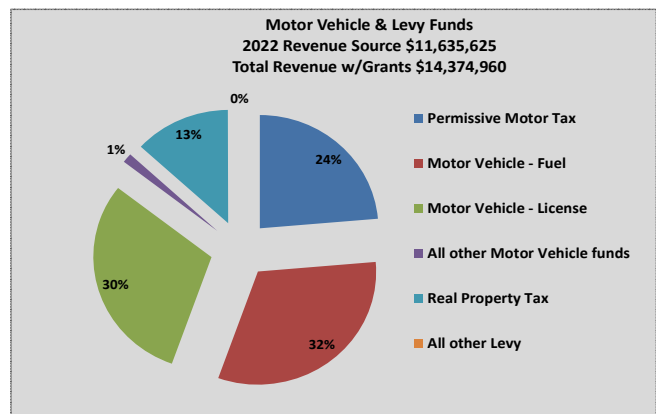
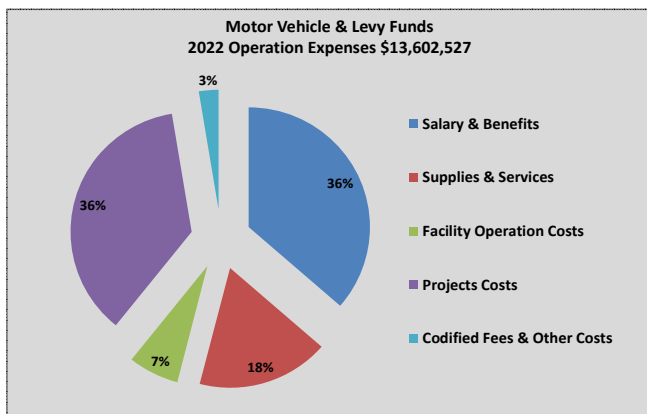
The **Pleasant 29 Bridge** on Stringtown Road (*pictured left*) was designed by DLZ Ohio, Inc. This bridge was replaced with a 12' x 8' precast reinforced concrete box culvert. J&J Bridge Company of New Concord, Ohio replaced this bridge for a total construction cost of \$318,148. An OPWC grant helped fund this project.

CULVERT PROJECTS

Twenty-three culvert projects were constructed by county forces this year totaling approximately \$582,050.

REFUGEE ROAD

A joint project was formed between the Fairfield County Engineer's Office, the City of Pickerington, and developer Braun Holdings Graystone to improve the intersection at Refugee Road and Springcreek Drive. This was accomplished by installing turn lanes and a traffic signal. Designed by the Fairfield County Engineer's Office, Complete General of Columbus Ohio improved this intersection for a total construction cost of \$493,179.



THE FAIRFIELD COUNTY ENGINEER'S OFFICE

3026 West Fair Avenue
Lancaster, OH 43130
Phone: 740-652-2300
FAX: 740-687-7055

E-mail:
engineer@fairfieldcountyohio.gov
Hours: 7:00 a.m. to 3:30 p.m.
Monday thru Friday



Visit us on the web at
www.co.fairfield.oh.us/Engineer



2022 Annual Report
A Publication
of the
Fairfield County Engineer's Office
www.co.fairfield.oh.us/Engineer

The Fairfield County Engineer's Office Staff "Working Together for Tomorrow"

Administrative Division

Jeremiah Upp	County Engineer
Eric McCrady	Deputy Engineer
Bill Maravy	Deputy Engineer
Mitch Noland	Deputy Engineer
Jeff Camechis	Operations Administrator
Jason Grubb	Deputy Director, Operations
Gary Haney	Director of Safety
Todd May	Subdivision Engineer
Cheryl Downour	Deputy Director, Finance & Admin
Julie Huggins	Accounting Clerk
Beth Lane	Admin., Tech. Services
Tim Anderson	Rd/Bridge Inspector
Mike Arter	Roadway Services Tech.
Dustin Matthews	Engineer Tech I
Andy Boystel	Project Surveyor/GIS Coordinator
Josh Casto	Subdivision DMD Worker
Jeff Covell	Subdivision DMD Worker
Jay West	Traffic & Road Inspector
Tracy Thaxton	Custodian/Facility Maintenance

Maintenance Division

Sean Meachem	Superintendent
John Aubery	Asst. Superintendent
Dave Stalder	Road Maint. Supervisor
Bill Putnam	Road Maint. Supervisor
Brent Emmert	Road Maint. Supervisor
Corey Bibler	Road Sign Maint. Supervisor
Henry Hill	Mechanic Supervisor
Jeremy Cain	Asst. Road Maint. Supervisor
Jacelyn Williams	Clerk Specialist

Road Crew

Mike Carpenter	Robert Notestone
Jesse Cavinee	Kevin Rinehart
Tim Ebert	Gene Schultz
Dave Frazier	Brian Thaxton
David Frear	Dylan Thaxton
Richard Gaskill	Roger Tipton
Wendell Good	Robert Tooill
William Graf	Nicholas Townsend
Coltin Haney	Jonathon VanAtta
Gary Harvey	Robert Walters
Erik Hoisington	John Webb
Jeffrey Hursey	Chris Westfall
Lance Hutchison	Brandon Williams
John Kilbarger	Mark Williams
Todd Kirk	
Wayne Leach	
John Long	

COUNTY FORCES CHIP & SEAL

County Forces seal coated approximately 38 miles along the following county roads for an approximate cost of \$825,381.

RD #	RD NAME	BEGIN	END	MILES
11	Canal Road	Baltimore Corp Line	SR 37	1.812
11	Canal Road	Millersport Road	SR 188	3.874
17	Pleasantville Road	Pleasantville Corp Line	Perry Co Line	6.291
37	Old Columbus Road	CR33A	Lithopolis Road	0.159
44	Election House Road	Carroll-Eastern Road	Pleasantville Road	1.093
60	Lake Road	Richland Road	Pleasantville Road	0.750
62	Lake Road	SR 188	Dead End	5.390
74	Thornville Road	US 22	South Rush Creek	1.592
74	Thornville Road	North Rush Creek	Drums Bottom Road	1.957
74	Drums Bottom Road	Thornville Road	Miller Road	0.732
74	Miller Road	Drums Bottom Road	SR 256	1.016
80	Cattail Road	Pleasantville Road	SR 256	2.070
82	New Salem Road	SR 188	SR 204	3.110
63	Horns Mill Road	110' W of RR Crossing	County Line	3.734
83	Blacklick Road	SR 204	SR 158	4.099

Learn more at [VisitFairfieldCounty.org](https://www.VisitFairfieldCounty.org)

Festival & Market Season in Fairfield County

HAPPENING SOON: From art, music, food, outdoor fun, car shows, free movies, and more, check out this list of summer festivals and markets that you won't want to miss this summer in Fairfield County!

[READ MORE](#)



HandMade & HomeGrown Trail

Shop and support local with the *HandMade & HomeGrown in Fairfield County* trail! From Lithopolis to Lancaster, Baltimore to Bremen, and Stoutsville to Sugar Grove, you'll find all the shops, farms, wineries, breweries, and markets with locally-sourced, handcrafted items here.

[EXPLORE NOW](#)



The Ultimate Guide to Outdoor Fun in Fairfield County

Lace up your boots, grab your paddle, or go beyond the ordinary for a unique heart-pounding experience – whatever you desire, you can find it in Fairfield County! Have some fun in the sun and make lasting memories while doing it with this ultimate guide to outdoor fun.

[READ NOW](#)





VIP Wristband Program

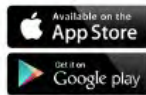
We ♥ our visitors and we especially love recognizing and rewarding them for visiting museums, attractions, restaurants, hotels, meeting venues, and more throughout Fairfield County!

When traveling this summer, make sure to grab your VIP Wristband from our visitor center (158 W. Wheeling Street, Lancaster) and **check out these unique specials and discounts offered by local businesses just for you.**

Planning the perfect day in Fairfield County just got easier.

Keep up to date with all things Fairfield County! Our app includes everything from hotels, popular restaurants, upcoming events, activities, shopping, and much more!

DOWNLOAD



Fairfield County Visitors & Convention Bureau | 158 W. Wheeling Street, Lancaster, OH 43130

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

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

Sent by director@visitfairfieldcounty.org in collaboration with





Federal Emergency Management Agency

Washington, D.C. 20472

May 30, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jeffery Fix
Fairfield County Commissioner
210 East Main Street
Room 302
Lancaster, OH 43130

IN REPLY REFER TO:

Case No.: 22-05-1171P
Follows Conditional
Case No.: 18-05-6399R
Community Name: Fairfield County, OH
Community No.: 390158
FIRM Panel Affected: 39045C0020G,
39045C0040H

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Dear Jeffery Fix:

In a Letter of Map Revision (LOMR) dated January 13, 2023, you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Fairfield County, Ohio. These determinations were for Willow Run - from just downstream of State Route 256 to approximately 100 feet downstream of Milnor Road. The 90-day appeal period that was initiated on January 25, 2023, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *The Lancaster Eagle-Gazette* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on May 25, 2023, remains valid and revises the FIRM and FIS report that were in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region V, in Chicago, Illinois, either by telephone at (312) 408-5500, or in writing at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

If you have any questions regarding the LOMR, the proposed flood hazard determinations, or mapping issues in general, please call the FEMA Mapping and Insurance eXchange, toll free, at (877) 336-2627 (877-FEMA MAP).

Sincerely,



Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

cc: The Honorable Lee A. Gray
Mayor, City of Pickerington

James Mako
County Administrator
Fairfield County

Valerie D. Klingman, P.E., PS
City Engineer
City of Pickerington

Alicia Silverio, CFM
State NFIP Coordinator
Ohio Department of Natural Resources

Katherine Goeppner, EI, CFM
CTP Mapping Coordinator/Senior Environmental Specialist
Ohio Department of Natural Resources

Doug Turney, P.E., CFM
Senior Water Resources Engineer
EMH&T, Inc.

May 22, 2023

Dear Commissioner Davis,

I am writing to you regarding the industrial solar project planned for Walnut Township, and other locations in Fairfield County. We recently built a house in 2020 in Walnut Township after living in the town of Baltimore for 22 years (we are lifetime residents of Fairfield County). We were so excited to finally be able to save enough money to purchase 3 acres of land and build our dream home out in the country. We loved the idea of being surrounded by farmland both across the street and behind our property, it was a perfect spot for us. We have loved every second of where we live and are very proud of it. We love watching the crops grow, get harvested and just the peacefulness of it all. We spend many hours on our patio just enjoying the view. However, we recently received the news that an industrial solar project is being planned for the land directly behind ours approximately 100 feet from our back door. We are devastated. Everything we have worked so hard for is potentially going to be wrecked by this project. I do not know anyone who chooses to live out in the country who would want to look at a sea of glaring black panels out their windows, from their back yards and for some their front porch. I ask that you take serious consideration of all the people who have homes around these projects and make these projects in Fairfield County exclusionary zones as many homes are near the proposed areas and do not wish to live near such projects. By simply driving around the surrounding roads you can clearly see that the majority do **NOT** want this project to move forward by the amount of signs opposing.

There are also many other concerns about this project other than the view of our countryside being ruined. Does anyone really know what the long term effects these projects will have on humans and animals? I cannot speak for everyone, but I do not want to be a "Guinea Pig" and find out. With the panels being so close to homes in this project it could affect many. There are other factors that are also very concerning such as the quality of our surface and ground water, chemical contamination, and many other environmental concerns that could be hazardous to the area.

I ask that you please consider all the above concerns and really think about the many residents in Fairfield County that this will have a negative impact on versus the landowners leasing this land that seem to be the only ones in our county benefitting before you make the decision to allow this to invade our beautiful farmlands and countryside.

Thank you for your time and for everything that you do for our beautiful Fairfield County.

Sincerely,

Mike + Staci Vannatta

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.

Steve Davis
Jeff Fix
Dave Levacy
Bill Yates
Terry Horn
Doug Leith

Representatives,

I am writing to you in reference to proposed solar fields for Ohio, specially Fairfield County. I feel that you all are intelligent individuals who do understand science and technology and therefore understand solar is far from a solution. Moving toward electric cars etc puts more on the grid which will strain what is being utilized now. This source is far more expensive to implement and who is negatively impacted? The consumer and voter! Furthermore, what is used for these industrial "plants"? PRIME farmland of which our country is struggling to provide adequate crop amounts now! In addition, to call them solar farms is insulting! They are not farms and to slide industrial sites in under farm designation is abhorrent.

I have been to hearings of the Siting Board and what I hear are horror stories of the neighbors as well as "payoffs" to locals to approve which is similar to what we currently experience in the Federal government.

Oil is plentiful and clean if managed, and solar is so called clean? What about EMF surrounding the fields? For the environmentalists, these panels and battery storage units can't easily be disposed of so, are you ok with further impacting our environment with disposal of carcinogenic and toxic materials? Why is this even considered here especially knowing we only have 26% sunny days? Why would you consider this knowing the economic impact to land values, farmer productivity, and health costs?

This green new deal that includes moving to electric is going to destroy the people, yes the Voters and we have a very good memory.

How would you feel if a solar field was proposed next door? Would you not consider alternative solutions like oil sources to lower the cost of energy? Not sure if you have noticed, but people are struggling in this disastrous economy and this is added injury to them.

The Ask of you: zone county agriculture and refuse solar.

Sue Mazzarini
1808 Blacklick Rd NW
Baltimore, Ohio 43105

Sent from Sue Mazzarini's iPad

Your Name*: Courtney Tiller

**Office /
Department*:** Commissioners'

**Other:
Department:**

Email*: Courtney.tiller629@yahoo.com

Phone:*: 740-323-6029

**What can we do
to help?**

NOTE: If this
is an urgent request
please call the

appropriate office *:

As you're looking as to whether to place solar farms in Fairfield County, the answer should be no. I live in the area that is looking at placing solar farms and am very much opposed. They're not good for the county or its citizens. People around the solar farms are going to have our water exposed to all kinds of chemicals, it'll bring our home values down, and will take away future (now kids) farmer's ability to make a living. The land they'll use will be forever ruined and you can't make more land.

I'm asking as a concerned citizen that you follow what the majority of us are saying.....oppose the solar farms.

Your Name*:	Rebecca A. Killeen
Office / Department*:	Commissioners'
Email*:	rakilleen@yahoo.com
Phone*:	7405031220

Hello,

I am concerned with the solar project discussion for my area. I am worried about the health and safety of people, domestic animals, livestock, wildlife, and aquatic life. Below are my questions/concerns:

How will the proposed project affect mental and physical health?

How will it affect all water quality (i.e., surface, ground, aquifers, etc.), drainage/erosion, and vegetation issues (i.e., deforestation, other environmental effects, etc.)?

What are the hazards and effects of above-ground and underground construction materials, including degrading, collapsing, and shedding, noise and light pollution, solar array fire potential, inverter fires, battery energy storage fires, and chemical contamination?

What about the ability of panels to withstand our weather, including hailstorms and tornadoes?

What can we do to help? NOTE: If this is an urgent request please call the appropriate office*:

Will there be electromagnetic field radiation, glint, and glare issues, leaching of toxins from damaged solar panels, stormwater erosion, and visual buffering deficiencies of a solar array?

What kind of damage to our road and bridge infrastructure?

What is the impact of such projects on property valuations?

Will prime farmland be taken out of production and ruined?

Will local zoning be ignored to put an industrial experiment in the diversification of electrical power on Rural Residential land?

This is my home. We built here 23+ years ago to be in a rural area. I do not want to see that ruined by an industrial solar project.

Sincerely,

Rebecca Killeen
(740) 503-1220
rakilleen@yahoo.com

4664 Elder Road NE
Pleasantville, OH 43148

155 Stemen Road NW
Baltimore, Ohio 43105
May 31, 2023

Steve Davis, Jeff Fix and Dave Levacy

Fairfield County Commissioners

201 East Main Street Room 301

Lancaster, Ohio 43130

Dear Commissioners'

Fairfield County is on the brink of success or failure in terms of development and responsible stewardship of our resources. Substantial amounts of land are being consumed with large distribution centers and unorganized rapid growth. Fairfield County's contribution to the agricultural industry is being threatened by industrial solar panel fields whose electricity is destined to serve areas other than our own.

These solar panel fields would not only be an eyesore in this beautiful county, but the long-term impact on the environment, animal habitats and the financial, mental and health effects to your constituents must be considered. These beautiful, productive fields would be stripped of the topsoil, which would lead to erosion. Then they would be chemically stripped with acid causing toxic runoff into the water supply. The solar panel company states after the 40-year lease has expired, they will restore the land. Commissioners you cannot replace what it took centuries to form.

The real estate tax revenue from organized development of Fairfield County could provide a win-win situation for everyone. Agriculture would still exist, and organized development (from Intel's entrance into central Ohio) would not only increase tax revenue but also increase jobs, development, and preservation of green space and provide EVERY current landowner the ability to increase their property value. At this time, there is a group of us who would see our properties become unsellable due to the threat of or the acceptance of solar panels surrounding our property.

It is our understanding we will not be voting to determine the fate of our county. It is in your hands. As our elected officials, I pray you make a positive decision for Fairfield County. In talking to county residents, I am appalled by the lack of information regarding the solar panels threat to our area in terms of their desire for our countryside and destruction of the environment. Also frightening were how many people do not realize how much authority you, the commissioners, possess at this time to change the entire health and vibrancy of this beautiful and productive county.

WE appreciate your service to the community and pray you make a positive long-term difference for **every** constituent.

Sincerely

Dear Commisioners,
Thank you for your considerations

Sincerely,
Josephine Price

06/06/2023

048

Your Name*: Joseph Walter Shrider

**Office /
Department*:** Commissioners'

**Other:
Department:**

Email*: js194008@ohio.edu

Phone::** 17402154907

**What can we do
to help?**

NOTE: If this
is an urgent request
please call the

appropriate office *:

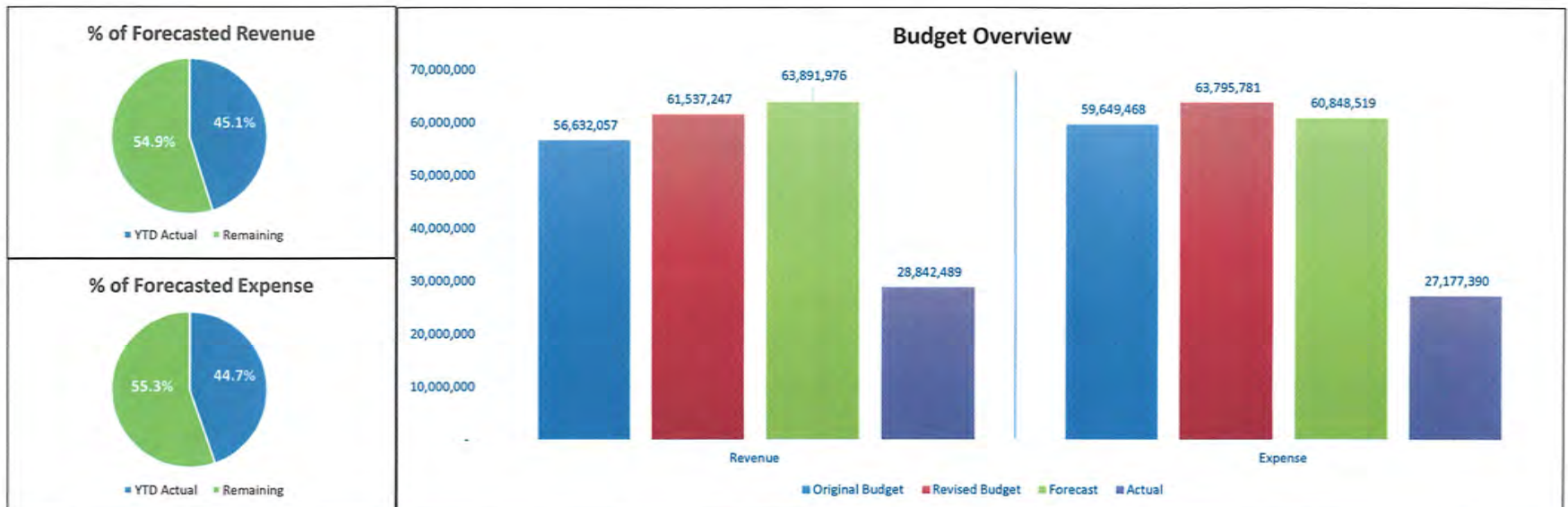
My message is simple: no solar or wind farms in Fairfield county. I support a full ban on any such projects in the county.

Fairfield County Forecast Overview

May Year-to-Date General Fund Dashboard

Revised (Current) Budget	Current Budget	YTD Actual	Remaining	Forecast Total	Over/Under	Notes:
Revenue	61,537,247	28,842,489	35,049,487	63,891,976	2,354,729	Estimated positive impact of \$5.3M.
Expense	63,795,781	27,177,390	33,671,129	60,848,519	(2,947,262)	
Over/Under (Revenue -Expense)	(2,258,534)	1,665,099	1,378,358	3,043,457	5,301,991	

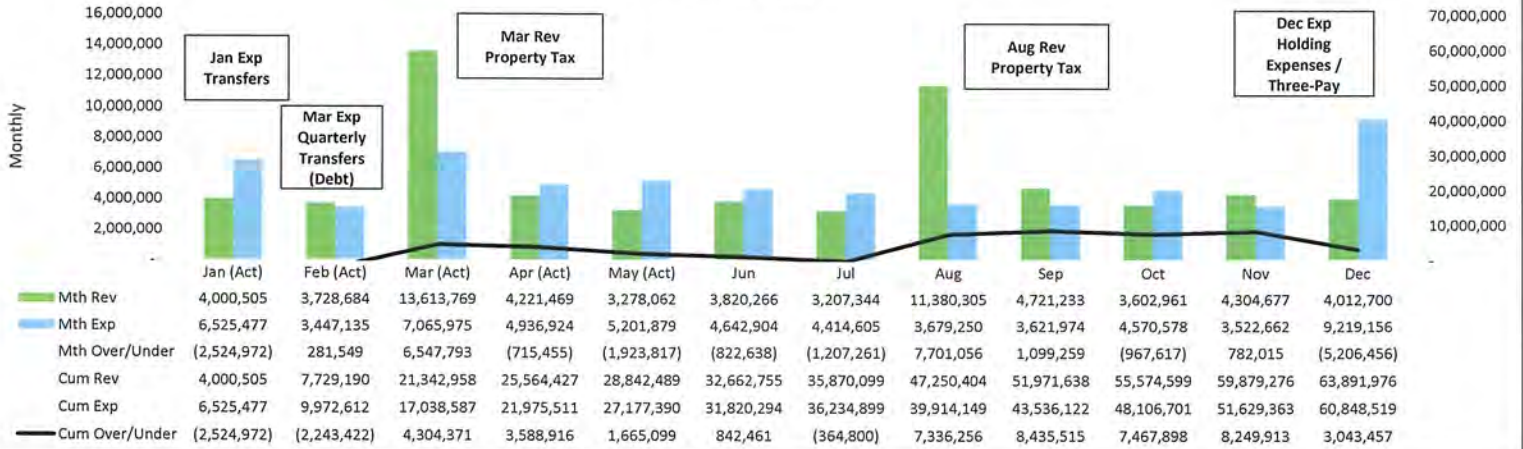
2022 Actual	2023 Est Cash	Notes:
Estimated Unassigned Cash Balance	34,459,228	37,480,454
		Cash Balance includes: Estimated assets for Accounts Receivable, Advances out, Advances in, and Encumbrances not pictured in this chart.



Revenue by Category	Forecast	YTD Actual	Act % YTD	Expense by Category	Current Budget	YTD Actual	Act % YTD
Casino	2,158,877	1,176,517	54.5%	Capital Outlay	3,621,261	1,196,526	33.0%
Conveyance Fees	3,847,703	1,553,443	40.4%	Contractual Services	14,981,019	6,530,825	43.6%
Fees & Charges for Services	5,599,336	2,695,469	48.1%	Fringe Benefits	9,032,462	3,273,011	36.2%
Homestead Rollback	1,704,675	821,328	48.2%	Materials & Supplies	1,741,988	640,554	36.8%
Investment Earnings	5,000,000	1,791,701	35.8%	Other	195,101	158,746	81.4%
Jail Rental Income	486,936	255,828	52.5%	Personal Services	21,797,166	7,898,826	36.2%
Local Government	1,598,101	695,543	43.5%	Transfers	9,479,522	7,478,902	78.9%
Property Taxes	14,384,106	7,432,441	51.7%	Expense Total	60,848,519	27,177,390	44.7%
Sales & Use Tax	28,350,122	12,386,026	43.7%	Notes:			
Title Surplus transfer, unclaimed, ti	762,118	34,191	4.5%				
Revenue Total	63,891,976	28,842,489	45.1%	Annual % split through May would be 41.7%.			

May 2023 Monthly Financials

2023 Forecast



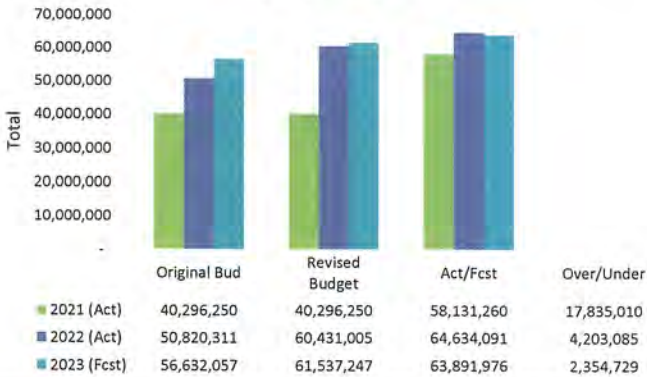
Revenue Per Month



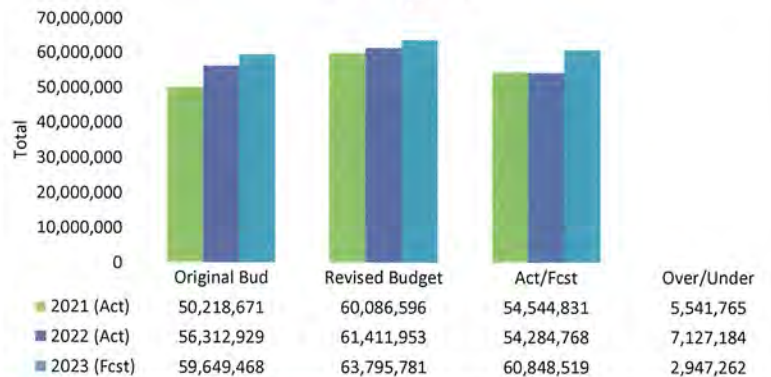
Expenses Per Month



Total Revenue



Total Expense



May 2023 Monthly Financials

Revenue				Expense			
	2021	2022	2023		2021	2022	2023
Casino	2,150,495	2,306,573	2,158,877	Capital Outlay	1,589,551	1,542,966	3,621,261
Conveyance Fees	5,203,038	4,938,045	3,847,703	Contractual Services	11,162,694	11,464,837	14,981,019
Fees & Charges for Services	9,094,374	6,395,310	5,599,336	Fringe Benefits	7,606,882	8,145,338	9,032,462
Homestead Rollback	1,291,541	1,314,486	1,704,675	Materials & Supplies	1,208,402	1,469,037	1,741,988
Investment Earnings	614,823	1,687,781	5,000,000	Other	251,708	142,350	195,101
Jail Rental Income	41,905	936,892	486,936	Personal Services	18,702,148	20,462,136	21,797,166
Local Government	1,583,483	1,702,913	1,598,101	Transfers	14,023,445	11,058,104	9,479,522
Property Taxes	10,658,061	10,796,015	14,384,106	Grand Total	54,544,831	54,284,768	60,848,519
Sales & Use Tax	27,027,765	28,957,419	28,350,122				
Title Surplus transfer, unclaimed,	465,775	5,598,657	762,118				
Grand Total	58,131,260	64,634,091	63,891,976				

REGULAR AGENDA #24 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
JUNE 06, 2023

AGENDA FOR TUESDAY, JUNE 06, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for May 30, 2023
- Commissioners
- 2023-06.06.a A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192). [Commissioners]
- 2023-06.06.b A resolution declaring it a necessity to levy a tax in excess of the ten mill limitation for a replacement of an existing Senior Services/Meals on Wheels levy for the November 7, 2023, general election. [Commissioners]
- 2023-06.06.c A resolution authorizing the approval of a renewal lease agreement with the Ohio Department of Public Safety. [Commissioners]
- Fairfield County Court of Common Pleas
- 2023-06.06.d A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2023 and 2024. [Common Pleas Court]
- Fairfield County Economic & Workforce Development
- 2023-06.06.e A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC, as a Fairfield County Revolving Loan project. [Economic & Workforce Development]
- Fairfield County Engineer
- 2023-06.06.f A resolution to approve the contract bid award for the 2023 microsurfacing project. [Engineer]
- 2023-06.06.g A resolution to submit drainage improvement estimates. [Engineer]

Fairfield County Family, Adult and Children First Council

- 2023-06.06.h A resolution authorizing the approval of a partial repayment of an advance to the General Fund from Fund# 7521. [Family, Adult and Children First Council]
- 2023-06.06.i A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Belmont Pines Hospital & RTC and Child Protective Services Department. [JFS]
- 2023-06.06.j A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Board of Commissioners and the Ohio Department of Developmental Disabilities for State fiscal year 2024. [Family, Adult and Children First Council]
- 2023-06.06.k 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 Information Technology

- 2023-06.06.l A resolution to approve an access control installation agreement and bid award between Industrial Technical Services Inc. and the Fairfield County Board of Commissioners for the purpose of additional access security controls in the Fairfield Center. [Information Technology]

Fairfield County Job and Family Services

- 2023-06.06.m A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department. [JFS]
- 2023-06.06.n A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Caring for Kids, Inc. [JFS]
- 2023-06.06.o A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Eastway Corporation. [JFS]
- 2023-06.06.p A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Kids Count Too, Inc. [JFS]
- 2023-06.06.q A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and A New Leaf, Inc. [JFS]
- 2023-06.06.r A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and the Ohio Teaching Family Association. [JFS]
- 2023-06.06.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Victory House LLC. [JFS]

Fairfield County Juvenile/Probate Court

- 2023-06.06.t A resolution to appropriate from unappropriated in a major expenditure object category Fund #2408, Drug Court Program Sub Fund #8209. [Juvenile/Probate Court]
- Fairfield County Utilities Department
- 2023-06.06.u A resolution to approve the contract award for the airport sanitary sewer extension and water service, ARP fiscal recovery Fund #2876. [Utilities]
- Payment of Bills
- 2023-06.06.v A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]
- The next Regular Meeting is scheduled for June 13, 2023, 7:00 p.m., Amanda-Clearcreek School District, 328 E. Main St., Amanda
- Adjourn

Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 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: Aundrea Cordle, Jeff Porter, Rochelle Menningen, Bennett Niceswanger, Bart Hampson, Corey Clark, Jon Kochis, Tony Vogel, Dr. Carri Brown, Darryll Wolnik, Randall Hunt, Emily Cordle, Carrie Woody, Jason Grubb, Amy Brown-Thompson, Marty Norris, Dan Neeley, Heather O'Keefe, Steven Darnell, Elyssa Wanosik, Sarah Fortner, Judy Stemen, Ray Stemen, Rick Szabrak, Holly Mattei, Staci Knisley, Lisa Thomas, Francis Martin, Carol Myers, Chloe Griffith, Luke Sheets, Karl Elder, Aubrey Elder, Terrie Longheary, Sherry Pymmer, David Droll, Dave Terry, Pixie Vance, Melissa Connor, Sue Weber, Krystal Ortman, Marth Malkovsky, Derin Malkovsky, Molly Persons, Annelizabeth Berry, Emily Hoyer, Mary Ann Berry, Annalese Berry, Beth Smith, Earl Holme, Don Connor, and Cindy Lecrone.

Attending virtually: Jared Collins, Lori Hawk, Jeanie Wears, Nikki Drake, Jessica Murphy, Sara Madenwald, Toni Ashton, Ashley Arter, Shelby Hunt, Tiffany Murphy, Greg Forquer, Stacy Hicks, Evan Martin, Jim Bahnsen, and Brian Wolfe.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about participating that day in the Commission Connection Video at the Habitat for Humanity home building site in Pleasantville.

United Way Presentation, Dolly Parton's Imagination Library

United Way of Fairfield County Chief Executive Officer, Carrie Woody, spoke about Dolly Parton's Imagination Library, and the importance of literacy programs for early brain development. She stated that many children ages 2-5 do not attend preschool and that those that do not attend are not as likely to pass their 3rd grade proficiency tests. Ms. Woody thanked Commissioner Levacy for advocating for the program and added that the cost of the program per child is \$167 per year. She added that Ohio's First Lady, Fran DeWine, has worked to cover 50% of the cost through the Governor's office, and that the other half could be covered by Fairfield County, residents, and anyone who would like to sponsor a child.

United Way Campaign and Event Coordinator, Emily Cordle, spoke about some of the importance of the program books and how the beginning of every book contains questions which provide a way for parents to engage with their kids.

Ms. Woody spoke about researching the program by searching for it online. She added that many libraries have information on, and books from, the program. Ms. Woody also provided that each newborn receives a book and that bilingual books are also available.

County Administrator, Aundrea Cordle asked the presenters to provide information on sponsoring a child.

Ms. Woody provided that a child could be sponsored by contacting United Way of Fairfield County and that each child sponsored would be half of the total amount of \$167.

Commissioner Davis thanked United Way for assisting with the Dolly Parton's Imagination Library program.

**Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 2023**

Commissioner Levacy stated that we often take literacy for granted and assume that everyone knows how to read.

Ms. Woody closed by stating that currently there is not a waiting list for the program so books are distributed as they come in, but she anticipates there will be a waiting list within a year. She added that parents who see the success, are now helping fund the program, and thanked Commissioner Levacy and the Board of Commissioners for their support.

The Commissioners thanked Ms. Carrie Woody and Ms. Emily Cordle and spoke about the importance of literacy and the Dolly Parton's Imagination Library program.

Proclamation

The Commissioners presented a proclamation recognizing June as Elder Abuse Awareness Month.

Corey Clark, Director of Fairfield County Job and Family Services, and Sarah Fortner, JFS Protective Services Program Administrator, spoke on the importance of elder abuse awareness.

Public Comment

Ray Stemen of Lancaster spoke about governmental and media pressures related to COVID-19; and the late Reverend Stanley's published prayer regarding government choices and decisions.

Judy Stemen of Lancaster spoke about her concerns regarding the COVID-19 vaccine and read internet headlines.

Beth Smith of Millersport and Pickerington stated she is against solar projects and the destruction of prime farmland.

Cindy Lecrone of Rushville stated she is also opposed to the solar project and spoke about the county being best served by not permitting solar projects in agricultural areas.

David Droll of Baltimore-Sommerset Road spoke about wealthy companies coming into the county and changing it forever.

Krystal Ortmann stated she is a school bus driver and spoke about the eyesore that the solar fields would create. She asked that solar panels be placed on large buildings and in parking lots, but not in fields.

Annelizabeth Berry of Pleasantville spoke about the effect of solar projects on property values. She also spoke about requirements to obtain building permits for property changes and disclosure requirements when selling property.

Earl Holme of Pleasantville stated he is concerned about the effect of solar projects on property values.

Dave Terry of Pleasantville stated his biggest concern with solar projects is the possibility of water run-off and contamination of wells and water supplies.

Sherry Pymer of Millersport stated that land across the street from her home was sold to someone planning to maintain the land as a farm. She provided copies of articles from soil specialists which are available to review in the minutes packet.

Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 2023

Don Conner of Pleasantville spoke about the regret some farmers are feeling who have leased land to solar developers.

Commissioner Davis thanked everyone for coming and added that the Commissioners are doing a tremendous amount of work to continue gaining information regarding the effects of solar projects.

Regular (Voting) Meeting

Pledge of Allegiance

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

Announcements

There were no additional announcements.

Approval of Leadership Conference Minutes for May 23, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Leadership Conference Minutes for the Tuesday, May 23, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Regular Minutes for May 23, 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, May 23, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Board of Commissioners

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

- | | |
|--------------|---|
| 2023-05.30.a | A resolution authorizing the approval of a proclamation. |
| 2023-05.30.b | A resolution authorizing appropriations from unappropriated into major expense categories for the General Fund# 1001, Fund to Fund Transfer to the Hangar 2023 Capital Projects Fund, & appropriations from unappropriated into major expense categories for the Hangar 2023 Capital Projects Fund. |
| 2023-05.30.c | A resolution to approve an authorized additional use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, the Walnut Creek Sewer District |

Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 2023

Highlights of Resolutions

- Provided by the Fairfield County Administrator, Aundrea Cordle
 - A resolution authorizing appropriation for the hangar capital project.
 - A resolution authorizing ARP funding for the Walnut Creek Sewer District.

Commissioner Davis stated the Commissioners are aware of the strong cash position of the General Fund and can consider projects that provide more services to the public. He explained that the Commissioners are looking at projections to secure the county when the current board is no longer in place.

Deputy Administrator Porter spoke about a water and sewer ARP project in Walnut Township.

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:

- | | |
|--------------|---|
| 2023-05.30.d | A resolution to approve an Agreement between Fairfield County and Strand Associates, Inc. |
| 2023-05.30.e | A Resolution to Approve the Contract with US Bridge for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project. |
| 2023-05.30.f | A Resolution to Approve the Notice to Commence for the HOC-08, FAI-CR61-1.392 Christmas Rock Road over Arney Run Bridge Replacement Project |
| 2023-05.30.g | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for general office supplies |
| 2023-05.30.h | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies |

Jason Grubb of the Engineer's Office stated resolution 2023-05.30.d has several phases and that the agreement between the Engineer's Office and Strand Associates, Inc marks the beginning of that project.

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

Approval of a Resolution from Fairfield County 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 resolution from Fairfield County Family, Adult and Children First Council:

Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 2023

2023-05.30.i A resolution to appropriate from unappropriated funds in a major category expense for the Fund# 7521, Subfund# 8159.

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 Sheriff

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 Sheriff:

2023-05.30.j A resolution approving an account to account transfer Fund 1001 Sheriff's Office

2023-05.30.k 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 Fairfield County Utilities

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

2023-05.30.l A resolution to appropriate from unappropriated in a major expenditure object category Utilities Fund 5044 & 5842

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:

2023-05.30.m 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

Return to Review Meeting

Correspondence

- Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen
 - United States Department of Agriculture Letter, May 22, 2023, Re: Boundary Changes on Farm Number 6845
 - Office of County Auditor, Press Release, May 23, 2023, "Fairfield County Auditor's Real Estate Office to be Featured in 2023 Tour of Homes"

Regular Meeting #23 - 2023
Fairfield County Commissioners' Office
May 30, 2023

- Press Release, May 25, 2023, "Family Adult and Children First Council Moving Under the Direction of Fairfield County Job and Family Services"
- Lancaster Eagle Gazette, May 25, 2023, Jeff Barron, "County to Build 14 New Hangars at Fairfield County Airport"
- Fairfield County Health Department, Mosquito Spraying Schedule
- Ohio Department of Transportation Letter, May 26, 2023, Re: SR158/Coonpath Rd Intersection Improvements [FAI-SR 158-4.20, PID 111621]
- Memo, Dr. Carri Brown, County Auditor, May 25, 2023, Subjects: "The Finder" Reference Tool; Internal Control Manual; Level 2 Budget Projections for General Fund Revenue; and the June Map of the Month - Watersheds
- "Auditor's Ledger: News from the County Auditor's Office", June 2023
- Eastern Cottontail Solar Project, Project Aesthetics, Drain Tile, & Decommissioning, Issue 4 | 2023
- Letters and Emails from Fairfield County Residents Regarding Solar Energy

Legal Update

There was no legal update.

Old Business

Commissioner Fix stated he met with ODOT and that they continue to make progress on the I-270 interchange. He also spent time with Juvenile Court and their alternative to detention program.

Commissioner Levacy attended the Sheriff's Office's Annual Recognition Ceremony and was enthused to see the support for law enforcement during a time when support is low.

New Business

There was no new business.

Recessed at 10:10 a.m.

Community Housing Improvement & Preservation (CHIP) Second Hearing

Randall Hunt, Lancaster-Fairfield Community Action Agency Deputy Director/Housing Director, presented the second public hearing for the CHIP application process. Mr. Hunt provided a PowerPoint which is available in the minutes. Mr. Hunt spoke about CHIP funding sources, eligible project categories and activities, citizen participation, CHIP survey results, Fairfield County housing statistics, CHIP program activities, homeowner rehabs and repairs, CHIP income guidelines, and leveraged resources for the CHIP grant.

Commissioner Levacy asked about the prospect of Fairfield County receiving the \$400,000 CHIP grant, availability of contractors for projects, and lead remediation.

Mr. Hunt stated that he believes the county has a very good chance to receive the grant based on approvals that have been received by the Department of Development. He added that contractors are available, although scarce, and stated that lead remediation is a part of the program.

The Commissioners thanked Mr. Hunt for his presentation.

Regular Meeting #23 - 2023 – May 30, 2023

- 6 -

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A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192).

WHEREAS, the Board of Trustees of the Fairfield County District Library, Ohio (the "Library"), a county district library subject to the jurisdiction of Fairfield County Board of Commissioners (the "Library Taxing Authority" or "the Board"), has passed a resolution on May 16, 2023, requesting the Board, as the taxing authority for said Library, to place the question of a replacement of an existing tax of the Library on the ballot at the November 7, 2023, a general election; and

WHEREAS, the Fairfield County Auditor has certified that such tax will generate \$1,875,000 during the first year of collection, based on the current assessed valuation of the library district of the Library of \$3,772,555,200.

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

Section 1. The amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the Library and it is necessary to levy a replacement tax in excess of such limitation for current expenses of the Library, which tax shall be levied on the entirety of the territory of the library district of the Library located in Fairfield County, Ohio.

Section 2. The question of such tax levy shall be submitted to the electors of the library district of the Library, as established under R.C. Chapter 3375, at the general election to be held therein on November 7, 2023.

Section 3. Such replacement tax levy shall be for a fixed term of ten (10) years and at a rate not exceeding 0.5 mills for each one dollar of valuation, which amounts to \$17.50 for each \$100,000 of the county auditor's appraised value.

Section 4. Such replacement tax levy shall be placed upon the tax list and duplicate for the current tax year, beginning January 1, 2024, first due in

A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192).

calendar year 2025, if a majority of the electors voting thereon vote in favor thereof.

Section 5. The Board finds, determines, and declares that the levy of the tax, if approved by the electors, is necessary to the proper furnishing and rendering of free public library services in the library district of the Library and for the residents of such library district.

Section 6. The Clerk of the Fairfield County Board of Commissioners as the Library Taxing Authority shall and is hereby directed to certify a copy of this resolution to the Fairfield County Board of Elections, Ohio, not later than August 9, 2023, before 4:00 p.m.

Section 7. It is hereby found and determined that all formal actions of the Fairfield County Board of Commissioners concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 8. That the Revised Code Sections 5705.03, 5705.23, and 5905.192, authorizes the submission to the electors residing within the boundaries of the Fairfield County Library District the question of replacing the existing levy, and authorizes that the following language be placed on the ballot:

A replacement of a tax for the benefit of the Fairfield County District Library for the purpose of current expenses, that the county auditor estimates will collect \$1,875,000 annually, at a rate not exceeding 0.5 mill for each \$1 of valuation, which amounts to \$17.50 for each \$100,000 of the county auditor's appraised value, for a period of ten (10) years, commencing in 2024, first due in calendar year 2025.

_____ For the tax levy

_____ Against the tax levy

Library

Fairfield County District

219 North Broad Street • Lancaster, OH 43130-3098 • (740) 653-2745 • www.fcdlibrary.org



May 25, 2023

Aundrea Cordle, County Administrator
Fairfield County Commissioners' Office
210 East Main Street, Room 301
Lancaster, OH 43130

CONFIDENTIAL

Dear Ms. Cordle:

The Fairfield County District Library Board of Trustees met on May 16, 2023 at their regular Board meeting and passed the attached certified resolution to have the Fairfield County Commissioners begin the process of putting a replacement levy on the November ballot on behalf of the Library.

If the Commissioners need any additional information or to speak with a Library Board representative, please advise. Thank you for your help in this matter.

Sincerely,

Becky Schaade
Library Director

BS/ly

FILED
MAY 25 2023

County Auditor, Fairfield County, Ohio

43-23 APPROVE TO SUBMIT REPLACEMENT OF AN EXISTING TAX LEVY TO ELECTORS

Be it resolved, upon motion by Bryan Everitt, seconded by Margaret Quamme, that the Board of Trustees request the Fairfield County Board of Commissioners, Fairfield County, Ohio to submit to the electors of the Library District of the Fairfield County District Library the questions of a replacement of an existing tax for current expenses of the Fairfield County District Library.

(R.C. Sections 5705.03, 5705.23, 5705.192)

Replacement of an Existing Tax Levy

WHEREAS, the Board is a board of library trustees appointed pursuant to Sections 5705.03, 5705.23, 5705.192, Ohio Revised Code, and is a board of library trustees described in Section 3375.32, Ohio Revised Code; and

WHEREAS, the Board desires the Fairfield County Board of Commissioners to replace, pursuant to Ohio Revised Code Section 5705.192, a tax levied under Section 5705.23, Ohio Revised Code, for Fairfield County; and

WHEREAS, the Fairfield County Auditor has certified that the above-referenced tax will generate \$1,875,000 during the first year of collection, based on the current assessed valuation of the library district of the Library of \$3,772,555,200.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Library, a county district library of Fairfield County, Ohio, two-thirds of all the members thereof concurring, that:

Section 1. It is hereby declared that the amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the Library and that it is necessary to levy a replacement tax of the current half mil (0.5) mill operating levy, \$11.19 for each one hundred thousand dollars of the county auditor's appraised value, and approved by the voters of the library district of the Library on November 6, 2018 in excess of such limitation for current expenses of the Library. Accordingly, the Board of Commissioners of Fairfield County, Ohio (the "Library Taxing Authority"), the taxing authority to whose jurisdiction the Board is subject, is hereby requested to submit to the electors of the library district of the Library, as established under R.C. Chapter 3375, at the general election to be held November 7, 2023 the question of replacement of an existing tax for current expenses of the Library, which tax shall be levied on the entirety of the territory of the library district of the Library located in Fairfield County.

Section 2. This Board hereby requests the Fairfield County Board of Commissioners to adopt a resolution under Section 5705.192 Ohio Revised Code, and other applicable provisions of law, to submit to the electors of the library district of the Library at an election to be held therein on November 7, 2023 the question of such a replacement of an existing tax for current expenses of the Library.

Section 3. Such tax levy shall be for 10 years at a rate not exceeding 0.5 mills for each one dollar of taxable value, which amounts to \$17.50 for each one hundred thousand dollars of the county auditor's valuation. The county auditor estimates that such tax levy will collect \$1,875,000 annually during its term.

Section 4. Such tax levy shall be placed upon the tax list and duplicate for the current tax year, beginning 2024, first due in calendar year 2025, if a majority of the electors voting thereon vote in favor thereof.

Section 5. The Board finds, determines and declares that the levy of the tax, if approved by the electors, is necessary to the proper furnishing and rendering of free public library services in the library district of the Library for the residents of such library district.

FILED
MAY 25 2023

Carly L. Brown

County Auditor, Fairfield County, Ohio

Section 6. The Fiscal Officer of the Board, acting on behalf of the Board, is hereby directed to certify a copy of this resolution to the Dr. Carri Brown, Fairfield County Auditor.

Section 7. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.11, Ohio Revised Code.

After discussion, a roll call vote was taken and the results were:

Roll call vote: Mark Bohach, "Aye"; Lisa Evangelista, "Aye"; Bryan Everitt, "Aye"; Nathan Hale, "Aye"; Margaret Quamme, "Aye"; and Matt Wideman, "Aye". The President declared the motion adopted.

The resolution was adopted.

Passed: May 16, 2023

BOARD OF TRUSTEES,
FAIRFIELD COUNTY DISTRICT LIBRARY
FAIRFIELD COUNTY, OHIO

Attest: Alyssa England
Fiscal Officer

[Signature]
Board President

CERTIFICATE

The undersigned Fiscal Officer of the Board of Trustees of the Fairfield County District Library, Fairfield County, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly adopted by said Board on May 16, 2023 and that a certified copy thereof was filed in the office of the Fairfield County Board of Commissioners on 25th day of May, 2023.

Alyssa England
Fiscal Officer
Fairfield County District Library

Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.

DTE 140R
Rev. 01/23
R.C. 5705.01, 5705.03

Made 4/13/2023

The county auditor of Fairfield County, Ohio, does hereby certify the following:

1. On April 6, 2023, the taxing authority of the Fairfield County District Library (political subdivision name) certified a copy of its resolution or ordinance adopted March 21, 2023, requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would be produced by (0.50) mills, to levy a tax outside the 10-mill limitation for Current Expenses purposes pursuant to Revised Code § 5705.23, to be placed on the ballot at the November 7, 2023, election. The levy type is Replacement.
2. The property tax revenue that will be produced by the stated millage, assuming the taxable value of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 1,875,000.
3. The total taxable value of the subdivision used in calculating the estimated property tax revenue is \$ 3,772,555,200.
4. The millage for the requested levy is (0.50) mills per \$1 of taxable value, which amounts to \$ 17.50 for each \$100,000 of the county auditor's appraised value.

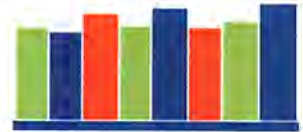
Carly L. Brown
Auditor's signature

April 13, 2023
Date

Non-Qualified
\$17.50 / \$100,000 OOH
2024/2025
10 Years

Instructions

1. "Total taxable value" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf. See R.C. 5705.01(A) & (C).
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. In completing Lines 1 and 4 of this form, mills should be identified in whole numbers, i.e., 5 mills, rather than as a fraction of a dollar, i.e., \$0.005. This expression is consistent with the prior practice of identifying mills in whole numbers per \$1 of valuation.
5. "The county auditor's appraised value" means the true value in money of real property. R.C. 5705.01(P).
6. For any levy or portion of a levy, an estimate of the levy's annual collections, rounded to the nearest one thousand dollars, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list for the current year, and if this is not determined, the estimated amount submitted by the auditor to the county budget commission. R.C. 5705.03(B).
7. Please ~~06/06/2023~~ certify with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.



April 13, 2023

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

FILED
APR 13 2023

Carri L. Brown
County Auditor, Fairfield County, Ohio

Dear Dr. Brown:

The Fairfield County District Library Board of Trustees met for a Board meeting on Tuesday, March 21, 2023 and passed the following resolution requesting the Auditor's office prepare a Certification of Current Tax Value for the Fairfield County Board of Commissioners. (Said certified copy is attached hereto.)

31-23 APPROVE CERTIFICATION OF CURRENT TAX VALUE

Be it resolved, upon motion by Bryan Everitt, seconded by Nathan Hale, that the Fairfield County District Library Board of Trustees requests the Fairfield County Auditor to certify the total current tax valuation of the Library District of the Fairfield County District Library, Fairfield County, Ohio and the amount to be generated during the first year of collection of a replacement of an existing tax for the current expenses of the Fairfield County District Library.

(R.C. Sections 5705.03, 5705.23, 5705.192)
Replacement of an Existing Tax Levy

WHEREAS, the Library is currently levying a five-year, half mil (0.5) mill operating levy, \$11.19 for each one hundred thousand dollars of the county auditor's appraised value and approved by the voters of the library district of the Library on November 6, 2018 and first placed on the tax list and duplicate in 2019 for collection in years 2020, 2021, 2022, 2023, and 2024; and

WHEREAS, this Board wishes to initiate proceedings for the submission to the electors of the entirety of the library district of the Library, at the General Election to be held November 7, 2023, the question of a replacement of an existing tax for current expenses of the Library, which tax shall be for a ten (10) years and shall be levied on the entirety of the territory of the library district of the Library located in Fairfield County; and

WHEREAS, such tax levy shall be placed upon the tax list and duplicate for the current tax year, beginning 2024, first due in calendar year 2025, if a majority of the electors voting thereon vote in favor thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fairfield County District Library, Fairfield County, Ohio, two-thirds of all of the members thereof concurring, that:

Section 1. It is necessary to replace all of the existing tax for current expenses of the Library.

Section 2. The Fairfield County Auditor is hereby requested, pursuant to Section 5705.03 of the Ohio Revised Code, to certify each of the following:

- (a) the total current tax valuation of the library district of the Library located in Fairfield County, as established under R.C. Chapter 3375;

- (b) the dollar amount to be generated during the first year of collection of a replacement of an existing tax to be levied under Section 5705.23 of the Ohio Revised Code for the benefit of the Library for current expenses at a rate not exceeding 0.5 mills for each one dollar of taxable value;
- (c) using the tax list for the current year or, if not yet determined, the estimate submitted to the county budget commission, the effective rate or estimated effective rate, as applicable, of the tax levy described in (b) above, expressed in dollars, for each one hundred thousand dollars of the county auditor's appraised value; and
- (d) the estimated annual collections of the tax levy described in (b) above, rounded to the nearest one thousand dollars, assuming that the tax list for the current year (or, if not yet determined, the estimate submitted to the county budget commission) remains unchanged throughout the duration of the levy.

Section 3. The Fiscal Officer of this Board is hereby authorized and directed to deliver a certified copy of this resolution to the Fairfield County Auditor.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

After discussion, a roll call vote was taken and the results were:

Roll call vote: Mark Bohach, "Aye"; Lisa Evangelista, "Aye"; Bryan Everitt, "Aye"; Nathan Hale, "Aye"; Margaret Quamme, "Aye"; and Matt Wideman, "Aye". The President declared the motion adopted.

Should you have any questions or need additional information, please do not hesitate to call me at (740) 653-2745, extension #102 or email at aengland@fcdlibrary.org.

Sincerely,



Alyssa England
Fiscal Officer

AE/ly
Enclosure

Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate
and requests the revenue produced by that rate.

DTE 140R
Rev 01/23
R.C. 5705.01, 5705.03

The county auditor of Fairfield County, Ohio, does hereby certify the following:

- On June 6, 2023, the taxing authority of the Fairfield County
(political subdivision name) certified a copy of its resolution or ordinance adopted June 6, 2023,
requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would
be produced by (0.500) mills, to levy a tax outside the 10-mill limitation for District Library current expense purposes pursuant to
Revised Code § 5705.23, to be placed on the ballot at the November 7, 2023, election. The levy
type is replacement.
- The property tax revenue that will be produced by the stated millage, assuming the taxable value of the subdivision remains
constant throughout the life of the levy, is calculated to be \$ 1,875,000.
- The total taxable value of the subdivision used in calculating the estimated property tax revenue is \$ 3,772,555,220.
- The millage for the requested levy is (0.500) mills per \$1 of taxable value, which amounts to \$ 17.50 for each
\$100,000 of the county auditor's appraised value.

Carry Brown
Auditor's signature

June 6, 2023

Date

Instructions

- "Total taxable value" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf. See R.C. 5705.01(A) & (C).
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
- In completing Lines 1 and 4 of this form, mills should be identified in whole numbers, i.e., 5 mills, rather than as a fraction of a dollar, i.e., \$0.005. This expression is consistent with the prior practice of identifying mills in whole numbers per \$1 of valuation.
- "The county auditor's appraised value" means the true value in money of real property, R.C. 5705.01(P).
- For any levy or portion of a levy, an estimate of the levy's annual collections, rounded to the nearest one thousand dollars, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list for the current year, and if this is not determined, the estimated amount submitted by the auditor to the county budget commission. R.C. 5705.03(B).
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

Prosecutor's Approval Page

Resolution No. 2023-06.06.a

A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192).

(Fairfield County Commissioners)

Approved as to form on 6/1/2023 4:40:17 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-06.06.a

A resolution declaring it necessary to levy a tax in excess of the ten mill limitation for the benefit of the Fairfield County District Library for a replacement of an existing tax levy (R.C. 5705.03, 5705.23, 5705.192).

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

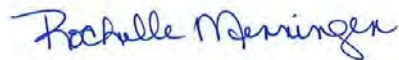
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

2023-06.06.b
A resolution declaring it a necessity to levy a tax in excess of the ten mill limitation for a replacement of an existing senior services/Meals on Wheels levy for the November 7, 2023 general election.

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of Fairfield County;

WHEREAS, the Fairfield County Board of Commissioners has determined that it is necessary to levy a tax in excess of such a limitation for the requirements for providing or maintaining senior citizens services or facilities as authorized by section 307.694, 307.85, 505.70, or 505.706 or division (EE) of [section 717.01 of the Revised Code](#) in the county as provided by R.C. 5705.19(Y) to support the services provided by or through Meals on Wheels Older Adult Alternatives of Fairfield County ("MOW"), including but not limited to: home delivered meals, congregate site meals and activities, nutrition education, nutrition counseling, caregiver relief and support services, minor home repair and chore assistance, transportation, and other aging services ("levy");

WHEREAS, the current levy was renewed by Fairfield County voters on November 6, 2018, general election for 0.8 mills per one dollar of valuation for a 5 year term;

WHEREAS, the last year that the current levy may be extended on the real and public utility tax list is 2023;

WHEREAS, the Fairfield County Board of Commissioners has determined that the current tax rate is insufficient to continue to support senior services by or through MOW for Fairfield County residents over the age of 60 years of age;

WHEREAS, the Fairfield County Board of Commissioners have determined that it is necessary to replace the current levy in order to properly fund MOW's needs, therefore said levy shall be a REPLACEMENT levy at a rate not exceeding 0.8 mills for each one dollar of valuation;

WHEREAS, the Fairfield County Board of Commissioners must obtain a Certificate of Estimated Property Tax Revenue from the Fairfield County Auditor prior to certifying this levy to the Fairfield County Board of Elections.

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

Section 1. That the Board determines that amount of taxes that may be raised within the ten mill limitation will be insufficient to provide for the necessary requirements of the County and that it is necessary to levy a tax in excess of the ten mill limitation for providing or maintaining senior citizens services or facilities as authorized by section 307.694, 307.85, 505.70, or 505.706 or division (EE) of [section 717.01 of the Revised Code](#) in the county as provided by R.C. 5705.19(Y) to support the services provided by or through Meals on Wheels Older Adult Alternatives of Fairfield County ("MOW"), including but not limited to: home delivered meals, congregate site meals and activities, nutrition education, nutrition counseling, caregiver relief and support services, minor home repair and chore assistance, transportation, and other aging services.

Section 2. That the Boards makes the following statements in accordance with R.C. 5705.03(B)(1) and R.C. 5705.192(B);

- a. The proposed rate of tax is 0.8 mill per one dollar of valuation which would generate \$28.00 per \$100,000 of the county auditor's appraised value.
- b. The purpose of the tax will be for providing or maintaining senior citizens services or facilities as authorized by section 307.694, 307.85, 505.70, or 505.706 or division (EE) of [section 717.01 of the Revised Code](#) in the county as provided by R.C. 5705.19(Y) to support the services provided by or through Meals on Wheels Older Adult Alternatives of Fairfield County ("MOW"), including but not limited to: home delivered meals, congregate site meals and activities, nutrition education, nutrition counseling, caregiver relief and support services, minor home repair and chore assistance, transportation, and other aging services;
- c. The tax is a replacement of an existing tax;
- d. The tax is authorized by R.C. 5705.19(Y);
- e. The term of the tax shall be for 5 years;

f. The tax is to be levied upon the entire territory of Fairfield County;
2023-06.06.b

- g. The date of the election at which the question of the tax shall appear on the ballot is November 7, 2023;
- h. That the ballot measure shall be submitted to the entire territory of Fairfield County;
- i. The tax will first be levied in tax year 2024 and the tax will first be collected in calendar year 2025;
- j. Fairfield County has territory solely in Fairfield County.

Section 3. That the Fairfield County Commissioners hereby certify to the Fairfield County Auditor this resolution and requests that the Fairfield County Auditor certify to the Fairfield County Commissioners that the total current tax valuation of Fairfield County, Ohio and the dollar amount of revenue that would be generated by the above-specified number of mills and that such certificate thereafter be provided to the Fairfield County Commissioners in accordance with Ohio Rev. Code 5705.03(B)(2)

Section 4. That the Clerk of the Commissioners or her designee is directed to certify a copy of this resolution and deliver it to the Fairfield County Auditor.

cc: Meals On Wheels Older Adult Alternatives of Fairfield County

Meals on Wheels Supporting Budget Levy Cycle 2023

REPLACEMENT LEVY	Approved	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Operating Revenue	2023	2024	2025	2026	2027	2028	2029	2030
4500 Levy Funding	3,160,000	3,210,000	4,640,000	4,690,000	4,740,000	4,790,000	4,840,000	4,890,000
5000-Contract Revenue	775,857	779,381	780,000	780,000	780,000	780,000	780,000	780,000
6200 Program Revenue/cost shares	215,740	197,740	250,000	250,000	250,000	250,000	250,000	250,000
Total Operating Revenue	4,234,967	4,271,761	5,900,240	5,850,240	5,900,240	5,950,240	6,000,240	6,050,240
Operating Expenses								
7000 Salaries	1,596,348	1,771,772	2,156,925	2,241,633	2,326,882	2,396,688	2,486,589	2,561,186
7100 401k- match		60,000	60,000	60,000	60,000	60,000	60,000	60,000
8100 Food & food supplies	1,068,800	1,131,800	1,199,708	1,271,690	1,347,992	1,428,871	1,514,604	1,605,480
8700 Fleet Expense	143,200	156,650	170,100	173,502	176,972	182,281	187,749	193,382
8900 Specific Assistance	416,716	366,989	436,989	441,989	446,989	450,000	452,000	454,000
9500 Insurance	286,325	284,125	391,200	422,496	456,295	492,799	532,223	574,801
9900 CAPITAL Equipment/ Vehicles	139,000	146,000	289,000	139,000	139,000	139,000	139,000	139,000
530000 Levy provider contracts	120,000	170,000	170,000	150,000	150,000	150,000	150,000	150,000
Grants to Community	170,000	170,000	240,000	240,000	240,000	240,000	240,000	240,000
Levy Fees	49,000	50,000	70,000	70,000	70,000	70,000	70,000	70,000
Total Operating Expenses	4,523,841	4,867,503	5,736,876	5,770,291	5,981,030	6,182,124	6,413,091	6,634,944
Cash Flow for Yr.	-288,874	-595,742	163,364	79,949	-80,790	-231,884	-412,851	-584,704
Carry Over Unappropriated funds	2,681,420	2,392,546	1,796,804	1,960,168	2,040,118	1,959,328	1,727,443	1,314,592
Balance of Unappropriated Levy	2,392,546	1,796,804	1,960,168	2,040,118	1,959,328	1,727,443	1,314,592	729,888

Straight Replacement \$4,640,000

Cost to taxpayer per \$100,000 valuation \$28.00

Investing to Meet the Needs—A Bold New Approach

Invest in Community Outreach Grants

Increase investment in community partners to meet the needs of seniors, especially around transportation.

Invest in MOW Homecare to eliminate the waitlist for services and to meet the needs of older adults in rural Fairfield County.

1-contracted PT-RN, 3 FT STNA, and 1-scheduler (in addition to our current 4-PT homemakers and current in home services manager) More efficient service, cost savings in the long run

Invest in Programs by hiring qualified staff

- FT LSW- intensive cases, Caregiver program, APS referrals, I-Team, support groups, education
- Transportation manager-coordinates senior rides
- Insurance increase annually for new full time staff

Invest in staff benefits to recruit and retain qualified staff

- 401K Retirement (up to 6% match annually)

Invest in expansion of nutrition services

- Dining programs/Restaurant site in Bremen or other underserved areas of the County

Invest in Equipment and facility

- Space renovation/computers/software license/furniture/fixtures
- Vehicles for homecare staff
- Vehicle Insurance, fuel & maintenance annual increases

Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate
and requests the revenue produced by that rate.

DTE 140R
Rev 01/23
R.C. 5705.01, 5705.03

The county auditor of Fairfield County, Ohio, does hereby certify the following:

- On June 6, 2023, the taxing authority of the Fairfield County
(political subdivision name) certified a copy of its resolution or ordinance adopted June 6, 2023,
requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would
be produced by (0.500) mills, to levy a tax outside the 10-mill limitation for District Library current expense purposes pursuant to
Revised Code § 5705.23, to be placed on the ballot at the November 7, 2023, election. The levy
type is replacement.
- The property tax revenue that will be produced by the stated millage, assuming the taxable value of the subdivision remains
constant throughout the life of the levy, is calculated to be \$ 1,875,000.
- The total taxable value of the subdivision used in calculating the estimated property tax revenue is \$ 3,772,555,220.
- The millage for the requested levy is (0.500) mills per \$1 of taxable value, which amounts to \$ 17.50 for each
\$100,000 of the county auditor's appraised value.

Carly Brown
Auditor's signature

June 6, 2023

Date

Instructions

- "Total taxable value" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf. See R.C. 5705.01(A) & (C).
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
- In completing Lines 1 and 4 of this form, mills should be identified in whole numbers, i.e., 5 mills, rather than as a fraction of a dollar, i.e., \$0.005. This expression is consistent with the prior practice of identifying mills in whole numbers per \$1 of valuation.
- "The county auditor's appraised value" means the true value in money of real property, R.C. 5705.01(P).
- For any levy or portion of a levy, an estimate of the levy's annual collections, rounded to the nearest one thousand dollars, which shall be calculated assuming that the amount of the tax list of the taxing authority remains throughout the life of the levy the same as the amount of the tax list for the current year, and if this is not determined, the estimated amount submitted by the auditor to the county budget commission. R.C. 5705.03(B).
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

Proposed Tax Levy
Fairfield County, Ohio
Fairfield County Senior Citizens Services

A replacement of a tax for the benefit of Fairfield County for the purpose of PROVIDING SERVICES FOR OLDER ADULT RESIDENTS (AGE 60 AND OLDER) BY OR THROUGH MEALS ON WHEELS OLDER ADULT ALTERNATIVES OF FAIRFIELD COUNTY, INCLUDING BUT NOT LIMITED TO: HOME DELIVERED MEALS, CONGREGATE SITE MEALS AND ACTIVITIES, NUTRITION EDUCATION, NUTRITION COUNSELING, CAREGIVER RELIEF AND SUPPORT SERVICES, MINOR HOME REPAIR AND CHORES ASSISTANCE, TRANSPORTATION AND OTHER AGING SERVICES that the county auditor estimates will collect \$4,640,000 annually at a rate not exceeding 0.8 mills for each \$1 of taxable value, which amounts to \$28.00 for each \$100,000 of county auditor's valuation for a period of five (5) years commencing in 2024, first due in calendar year 2025.

Prosecutor's Approval Page

Resolution No. 2023-06.06.b

A resolution declaring it a necessity to levy a tax in excess of the ten mill limitation for a replacement of an existing senior services/Meals on Wheels levy for the November 7, 2023, general election.

(Fairfield County Commissioners)

Approved as to form on 6/1/2023 4:34:12 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-06.06.b

A resolution declaring it a necessity to levy a tax in excess of the ten mill limitation for a replacement of an existing Senior Services/Meals on Wheels levy for the November 7, 2023, general election.

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

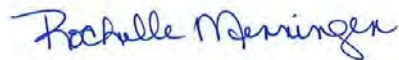
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a renewal lease agreement with the Ohio Department of Public Safety.

WHEREAS, the Ohio Department of Public Safety has submitted a renewal lease agreement for 980 Liberty Drive, Suites 200, 400, and 500; and

WHEREAS, this lease agreement shall be effective July 1, 2023, and shall terminate on June 30, 2025.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached renewal lease agreement with the Ohio Department of Public Safety.

Prepared by: Rochelle Menningen



Department of Public Safety

Mike DeWine, Governor
Jon Husted, Lt. Governor

Andy Wilson, Director
Adam Borland, Office of Facility Management Director

April 4, 2023

Fairfield County Commissioners' Office
ATTN: Rochelle Menningen, Clerk
210 East Main Street, Room 301
Lancaster, Ohio 43130

RETURN WITHIN 10 DAYS OF RECEIPT

FedEx Express Tracking #8176 0811 1910

Re: Proposed Addenda No. 3 to Lease(s)
For the ODPS/BMV Field Services Office, Deputy Registrar, & Driver Exam Sites
Located at 980 Liberty Drive, Suites 200, 400, & 500, Lancaster, Ohio 43130
ODPS Lease File No. 23A-DHQ2.ML, 23A-DR.ML, & 23A-DX.ML

Dear Ms. Menningen:

Enclosed are the proposed addenda to the Master Lease(s) between Fairfield County Board of Commissioners and the Ohio Department of Public Safety (ODPS), for the site(s) referenced above.

Please review and sign **all** copies of each Addendum and return to this office for signature, using the enclosed overnight label. Original, fully-executed copies of the addenda will be returned to you for your records.

**** Please include a copy of your county's resolution, when returning the signed addenda. ****

If you should have any questions, please feel free to contact me at the number listed below. If I am unavailable, you can reach Donna Wood, Real Estate Specialist, at (614) 752-4336. You may also reach out directly to our supervisor, Eric Rowland, ODPS Real Estate Administrator, at (614) 752-7076.

Thank you for providing this service to the community.

Sincerely,

Real Estate Specialist
Office of Facility Management
Leasing & Land Management
1970 West Broad Street, Suite 428
Columbus, Ohio 43223
Phone: (614) 995-5039
Leasing@dps.ohio.gov

Enclosure(s): 23A-DHQ2.ML – Addendum No. 3 to Lease (2 originals)
23A-DR.ML – Addendum No. 3 to Lease (2 originals)
23A-DX.ML – Addendum No. 3 to Lease (2 originals)
FedEx Express #8176 0811 1921

cc: Lease File

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 2,090 square feet of office space and described as:

Bureau of Motor Vehicles
District 2 Field Services Office
980 Liberty Drive, Suite 400
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$19,855.00 per year or \$4,963.75 per quarter.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	Quarterly Rental Amount
July 1, 2023 to June 30, 2025	\$9.50	\$19,855.00	\$4,963.75

Article IX. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.
Paragraph A.5.

Article IX. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.
Paragraph A.5.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____		_____
Name: _____	(1)	Name _____
Title: _____		_____
Date: _____		Name _____
By: _____		_____
Name: _____	(2)	Name _____
Title: _____		_____
Date: _____		Name _____
By: _____		_____
Name: _____	(3)	Name _____
Title: _____		_____
Date: _____		Name _____

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ODPS Lease FedEx Pick Up Number OSUA3345



Department of
Public Safety

Mike DeWine, Governor
Jon Husted, Lt. Governor

Andy Wilson, Director
Adam Borland, Office of Facility Management Director

April 4, 2023

Fairfield County Commissioners' Office
ATTN: Rochelle Menningen, Clerk
210 East Main Street, Room 301
Lancaster, Ohio 43130

RETURN WITHIN 10 DAYS OF RECEIPT

FedEx Express Tracking #8176 0811 1910

Re: Proposed Addenda No. 3 to Lease(s)
For the ODPS/BMV Field Services Office, Deputy Registrar, & Driver Exam Sites
Located at 980 Liberty Drive, Suites 200, 400, & 500, Lancaster, Ohio 43130
ODPS Lease File No. 23A-DHQ2.ML, 23A-DR.ML, & 23A-DX.ML

Dear Ms. Menningen:

Enclosed are the proposed addenda to the Master Lease(s) between Fairfield County Board of Commissioners and the Ohio Department of Public Safety (ODPS), for the site(s) referenced above.

Please review and sign all copies of each Addendum and return to this office for signature, using the enclosed overnight label. Original, fully-executed copies of the addenda will be returned to you for your records.

*** Please include a copy of your county's resolution, when returning the signed addenda. ***

If you should have any questions, please feel free to contact me at the number listed below. If I am unavailable, you can reach Donna Wood, Real Estate Specialist, at (614) 752-4336. You may also reach out directly to our supervisor, Eric Rowland, ODPS Real Estate Administrator, at (614) 752-7076.

Thank you for providing this service to the community.

Sincerely,

Real Estate Specialist
Office of Facility Management
Leasing & Land Management
1970 West Broad Street, Suite 428
Columbus, Ohio 43223
Phone: (614) 995-5039
Leasing@dps.ohio.gov

Enclosure(s): 23A-DHQ2.ML – Addendum No. 3 to Lease (2 originals)
23A-DR.ML – Addendum No. 3 to Lease (2 originals)
23A-DX.ML – Addendum No. 3 to Lease (2 originals)
FedEx Express #8176 0811 1921

cc: Lease File

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 2,090 square feet of office space and described as:

Bureau of Motor Vehicles
District 2 Field Services Office
980 Liberty Drive, Suite 400
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$19,855.00 per year or \$4,963.75 per quarter.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	Quarterly Rental Amount
July 1, 2023 to June 30, 2025	\$9.50	\$19,855.00	\$4,963.75



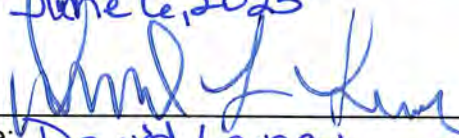



Article IX. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.
Paragraph A.5.

Article IX. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.
Paragraph A.5.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

		Witnesses:
By:		
	Name: <u>Steven Davis</u> (1)	Name <u>Rochelle Menningen</u>
	Title: <u>Commissioner, Board President</u>	Name
	Date: <u>June 6, 2023</u>	
By:		
	Name: <u>David Levey</u> (2)	Name <u>Rochelle Menningen</u>
	Title: <u>Commissioner, Board President</u>	Name
	Date: <u>June 6, 2023</u>	
By:		
	Name: <u>Jeffrey</u> (3)	Name <u>Rochelle Menningen</u>
	Title: <u>Commissioner</u>	Name
	Date: <u>June 6, 2023</u>	

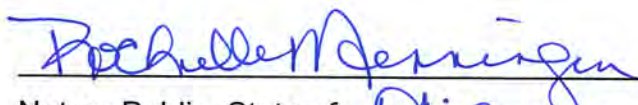
ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Fairfield County, ss: (1)

On this 6th day of June, 2023 before me personally appeared Steven Davis known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028


Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (2)

On this 6th day of June, 2023, before me personally appeared David Harvey known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (3)

On this 6th day of June, 2023 before me personally appeared Jeffrey Six known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 2,577 square feet of office space and described as:

Bureau of Motor Vehicles
Lancaster Deputy Registrar
980 Liberty Drive, Suite 500
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$24,481.50 per year, or \$2,040.18 for July and \$2,040.12, each month thereafter.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	July Monthly Rent	August - June Monthly Rent
July 1, 2023 to June 30, 2025	\$9.50	\$24,481.50	\$2,040.18	\$2,040.12

Article IX.
Paragraph A.5. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

Article IX.
Paragraph A.5. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

**LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

Witnesses:

By: [Signature]
Name: Steven Davis (1)
Title: Commissioner, Board President
Date: June 6, 2023

By: [Signature]
Name: David Levacy (2)
Title: Commissioner
Date: June 6, 2023

By: [Signature]
Name: Jeffrey Fix (3)
Title: Commissioner
Date: June 6, 2023

[Signature]
Name
Rochelle Menninger
Name

[Signature]
Name
Rochelle Menninger
Name

[Signature]
Name
Rochelle Menninger
Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Fairfield County, ss: (1)

On this 6th day of June 2023 before me personally appeared Steven Davis known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menninger
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (2)

On this 1st day of June, 2023, before me personally appeared David Lewacy known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (3)

On this 1st day of June, 2023, before me personally appeared Jeffrey Fox known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 1,437 square feet of office space and described as:

Bureau of Motor Vehicles
Lancaster Driver Exam Station
980 Liberty Drive, Suite 200
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$13,651.50 per year, or \$3,412.89 for the first quarter and \$3,412.87 for the remaining three quarters.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	1 st Quarter Rent	2 nd thru 4 th Quarter Rent
July 1, 2023 to June 30, 2025	\$9.50	\$13,651.50	\$3,412.89	\$3,412.87

Article IX.
Paragraph A.5. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

Article IX.
Paragraph A.5. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

**LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

By: [Signature]
Name: Steve Davis (1)
Title: Commissioner, Board
Date: June 6, 2023 President

By: [Signature]
Name: Dave Leavay (2)
Title: Commissioner
Date: June 6, 2023

By: [Signature]
Name: Jeff Fox (3)
Title: Commissioner
Date: June 6, 2023

Witnesses:

[Signature]
Name
Rochelle Menningen
Name

[Signature]
Name
Rochelle Menningen
Name

[Signature]
Name
Rochelle Menningen
Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, Fairfield County, ss: (1)

On this 6th day of June, 2023, before me personally appeared [Signature] known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

[Signature]
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (2)

On this 15th day of June, 2023, before me personally appeared David Lueary known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

State of Ohio, Fairfield County, ss: (3)

On this 15th day of June, 2023, before me personally appeared Jeffrey Fox known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.



ROCHELLE MARIE
MENNINGEN
Notary Public
State of Ohio
My Comm. Expires
January 18, 2028

Rochelle Menningen
Notary Public, State of: Ohio
My Commission Expires: 1/18/28

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 1,437 square feet of office space and described as:

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Lancaster Driver Exam Station
980 Liberty Drive, Suite 200
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$13,651.50 per year, or \$3,412.89 for the first quarter and \$3,412.87 for the remaining three quarters.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	1 st Quarter Rent	2 nd thru 4 th Quarter Rent
July 1, 2023 to June 30, 2025	\$9.50	\$13,651.50	\$3,412.89	\$3,412.87

Article IX.
Paragraph A.5. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

Article IX.
Paragraph A.5. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1)
Title: _____
Date: _____

Name

Name

By: _____
Name: _____ (2)
Title: _____
Date: _____

Name

Name

By: _____
Name: _____ (3)
Title: _____
Date: _____

Name

Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

ADDENDUM NO. 3 TO LEASE

It is hereby mutually agreed by and between

Fairfield County Board of Commissioners

as **Lessor**, and

Ohio Department of Public Safety

as **Lessee**, that effective July 1, 2023, a certain lease entered into as of July 1, 2017, covering 2,577 square feet of office space and described as:

Bureau of Motor Vehicles
Lancaster Deputy Registrar
980 Liberty Drive, Suite 500
Lancaster, Ohio 43130

be amended as follows:

Article II. Add: The lease will extend for an additional term beginning July 1, 2023 through June 30, 2025.

Add: During the next renewal period, the annual base rental rate will remain \$9.50 per square foot, for a total of \$24,481.50 per year, or \$2,040.18 for July and \$2,040.12, each month thereafter.

(See detailed chart below, for breakdown.)

Renewal Period	Base Rent Cost per Ft ²	Total Annual Rent	July Monthly Rent	August - June Monthly Rent
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Article IX.
Paragraph A.5. Delete: Provide and maintain HVAC capable of maintaining 72 degrees Fahrenheit throughout the premises regardless of outside temperatures.

Article IX.
Paragraph A.5. Add/Replace: Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit, throughout the premises, regardless of outside temperatures.

All other terms and conditions of the lease will remain the same.

IN WITNESS WHEREOF, the parties thereto have caused their signatures to be affixed to this lease agreement.

LESSOR:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Witnesses:

By: _____
Name: _____ (1)
Title: _____
Date: _____

Name

Name

By: _____
Name: _____ (2)
Title: _____
Date: _____

Name

Name

By: _____
Name: _____ (3)
Title: _____
Date: _____

Name

Name

ACKNOWLEDGMENT BY THE LESSOR

State of Ohio, _____ County, ss: (1)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (2)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

State of Ohio, _____ County, ss: (3)

On this ____ day of _____, 20____, before me personally appeared _____ known to be the authorized individual to act on behalf of the Lessor, who acknowledged that (s)he executed the foregoing Lease on behalf of the Lessor and that the same is his (her) free and voluntary act and deed, and that (s)he is duly authorized to enter into this Lease.

Notary Public, State of: _____

My Commission Expires: _____

LESSEE:
OHIO DEPARTMENT OF PUBLIC SAFETY

By: _____
D. Andrew Wilson, Director
Ohio Department of Public Safety

Date

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a renewal lease agreement with the Ohio Department of Public Safety

(Fairfield County Commissioners)

Approved as to form on 6/1/2023 12:04:23 PM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.c

A resolution authorizing the approval of a renewal lease agreement with the Ohio Department of Public Safety.

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2023 and 2024

WHEREAS, the Ohio Department of Department of Rehabilitation and Corrections has proposed a single Community Corrections Grant agreement to encompass the Targeted Community Alternatives to Prison (TCAP) Grant, and the Community Corrections Act 2.0 Grant (formerly the ISP Grant);

WHEREAS, the Ohio Department of Rehabilitation has awarded Fairfield County \$723,952.00 in TCAP Grant funds to be paid over the next two state fiscal years;

WHEREAS, the Ohio Department of Rehabilitation has awarded Fairfield County \$371,824.00 in Community Corrections 2.0 Grant funds to be paid over the next two state fiscal years; and

WHEREAS, Fairfield County desires to accept these grant funds subject to the terms and conditions of the proposed Community Corrections Grant Agreement;

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 County Commissioners approves and authorizes itself to sign the Community Corrections Grant Agreement as presented by ODRC.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2023 and 2024

(Fairfield County Court of Common Pleas)

Approved as to form on 6/5/2023 1:54:02 PM by Amy Brown-Thompson,



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

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

COMMUNITY CORRECTIONS GRANT AGREEMENT

THIS GRANT AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Fairfield County Court of Common Pleas (hereinafter referred to as "Grantee"), located at 224 E. Main Street, Lancaster, OH 43130. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has submitted a grant application to the Grantor;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Term:** This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on **June 30, 2025**. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
2. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) CCA Exhibit A, TCAP Exhibit B.
3. **Program Evaluation:** Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by **February 15, 2026**.

- C. Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.
4. **Funding:** During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is **\$1,095,776.00**.
5. **Termination and Reduction of Funds:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2025**. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
 - B. There is a financial or fiscal audit disclosure involving misuse of Funds.
6. **Staffing:** None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
11. **Extension of Expenditure Period:** Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.

16. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
17. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
19. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
20. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
21. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
22. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
23. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
24. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
25. **Execution:** This Agreement is not binding upon Grantor unless executed in full.
26. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Roger Wilson

Roger Wilson, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

[Signature] *6/6/2023*

County Commissioner Date

County Executive Date

[Signature] *6/6/2023*

County Commissioner Date

[Signature] *6/6/2023*

County Commissioner Date

Mayor/City Manager Date

COMMUNITY CORRECTIONS ACT 2.0 GRANT

EXHIBIT A

1. **Purpose:** The Grantor is authorized pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.
2. **Funding:** The Grantor awards to the Grantee a maximum amount of **Three Hundred Seventy One Thousand Eight Hundred Twenty Four Dollars and Zero Cents dollars (\$371,824.00)** (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending **June 30, 2025**, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

Program's tax identification number is 31-6400066.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Fairfield County Auditor's Office

Agency Contact: Chris Wagner

3. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for services provided by the Grantee. Grant funding shall be expended for Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue funds to the Grantee, pursuant to the process set forth in paragraph D of OAC 5120:1-5-07.
4. **Program Services:** The Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
5. **Pre-Sentence Investigation (PSI) Services:** If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:
 - a. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).

- b. All completed PSI reports must be emailed, within 30 days of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.

6. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

A. Expenditure Reporting: Expenditure reports shall be completed in accordance with the CCA 2.0 Grant Financial guidelines.

- 1. **Expenditure Report:** Bi-annual expenditure reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the CCA 2.0 financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
- 2. **Final Expenditure Report:** The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by **February 15, 2026**.

B. Performance Reporting: Performance reports shall be completed in accordance with the ODRC Community Corrections grant manual.

- 1. **Performance Reports:** Bi-annual performance reports shall be completed in Intelligrants by the Grantee and submitted thirty (30) days after the end of each bi-annual period per the ODRC Community Corrections grant manual. Performance reports shall indicate the measurable progress made toward achieving the established performance outcomes/goals approved in the FY24/25 grant application. The established performance-based standards for subsidized community corrections act programs are in accordance with OAC 5120:1-5-08.

The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

7. Standards: The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision probation deviation cap shall be ten percent during the term of this Agreement and if said cap is impermissibly exceeded then Funds shall be reduced.

TARGETED COMMUNITY ALTERNATIVES TO PRISON GRANT

EXHIBIT B

1. **Purpose:** The Targeted Community Alternatives to Prison (TCAP) grant provides funds to a participating county that signs an Memorandum of understanding (MOU) pursuant to R.C. 5149.38 that individuals sentenced by the court for a felony of the fifth degree or a felony of the fifth or fourth degree shall not serve the term in an institution under the control of the department of rehabilitation and correction, but instead shall serve the sentence as a term of local confinement in a facility of a type described in division C or D of R.C. 2929.34.
2. **Funding:** The Grantor awards to the Grantee a maximum amount of **Seven Hundred Twenty Three Thousand Nine Hundred Fifty Two Dollars and Zero Cents dollars (\$723,952.00)** (hereinafter referred to as "Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending **June 30, 2025**, subject to the terms and conditions of this agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds

Program's tax identification number is 31-6400066.

Fiscal Agency designated to act on behalf of the Grantee:

Agency Name: Fairfield County Auditor's Office

Agency Contact: Chris Wagner

3. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), incorporated herein by reference. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.
4. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:
 - A. **Expenditures:** Expenditure reports shall be completed in accordance with the TCAP Grant Financial guidelines.
 1. **Bi-annual Expenditure Report:** The bi-annual expenditure reports shall be completed in Intelligrants submitted thirty (30) days after the end of each bi-annual period per the TCAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 2. **Final Expenditure Report:** The final expenditure report shall be completed in intelligrants, reporting all grant funds expended during the grant period. The final expenditure report shall be submitted by **February 15, 2026**.

Signature Page

Resolution No. 2023-06.06.d

A resolution authorizing acceptance of the Community Corrections Grant Agreement with ODRC for State Fiscal Years 2023 and 2024.

(Fairfield County Court of Common Pleas)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC as a Fairfield County Revolving Loan project.

WHEREAS, a Revolving Loan Fund program has been established by the Fairfield County Board of Commissioners for the purpose of encouraging and promoting economic expansion and increased employment opportunities within Fairfield County pursuant to Resolution 91-06.13.e; and

WHEREAS, the Fairfield County Revolving Loan Fund has been established in accordance with the requirements of the U.S. Department of Commerce and Economic Development Administration; and

WHEREAS, a Loan Review Committee has been established as part of the Fairfield County Revolving Loan Fund plan, adopted by the Fairfield County Board of Commissioners, Resolution 91-06.18.k, and amended pursuant to Resolution 05-07.19.f; and

WHEREAS, the Loan Review Committee met on May 16, 2023 to review an application for funding by Wellness Within Chiropractic, LLC through the Fairfield County Revolving Loan Fund; and

WHEREAS, the Loan Review Committee voted to recommend the attached loan application for approval to the Fairfield County Board of Commissioners; and

WHEREAS, the loan approval recommendation was approved by the Fairfield County Board of Commissioners, Resolution 2023-05.23.k.

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

Section 1. That the Fairfield County Prosecutor affirms, accepts, and approves the attached loan documents, requesting \$30,000.00 in Revolving Loan Fund financing to assist with working capital; and

Section 2. That the President of the Board of Commissioners is hereby authorized to execute and sign any documents pertaining to this loan.

2023-06.06.e

A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC as a Fairfield County Revolving Loan project.

Prepared by: Vince Carpico
cc: Economic and Workforce Development



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

RLF LOAN AGREEMENT – Page 1

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

THIS AGREEMENT is entered into by and between The Board of Fairfield County Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main St. Suite 407, Lancaster, Ohio 43130 (hereinafter called "County") and Wellness Within Chiropractic, LLC, organized under the laws of the State of Ohio, with its primary offices located at 2658 N. Columbus St. Suite G, Lancaster, OH 43130 (hereinafter called "Borrower"), as participating parties in the Fairfield County Revolving Loan Fund.

In consideration of the loan (as herein defined), Borrower, as a participating party, and in consideration of County making the loan specified in this Agreement, covenants and agrees to the following commitments to be performed by the participating party:

Section 1

- 1.1 Borrower, as a participating party, shall use funds as working capital as described in the RLF Loan Application Summary (Exhibit A), attached hereto and incorporated by reference as if fully set forth herein to be used by Borrower. The County will loan to the Borrower the sum of thirty thousand dollars (\$30,000.00) upon the terms and conditions of this Agreement.
- 1.2 The Borrower understands that the purposes of the Fairfield County Revolving Loan Fund is to support business activities for which credit may not otherwise be available.
- 1.3 The County reserves the right to recall the loan if this Agreement outlining the terms and conditions of the loan and/or the Fairfield County Revolving Loan Fund Plan are violated.



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

RLF LOAN AGREEMENT – Page 2

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 2 – Loan to Borrower by County

2.1 The County shall loan to Borrower the sum of thirty thousand dollars (\$30,000.00). The total sum of thirty thousand dollars (\$30,000.00) shall be used by the Borrower to supply working capital as described in Exhibit A.

2.2 The loan shall be evidenced by a Promissory Note, and the terms and conditions of the loan shall be consistent with the following:

- (a) Disbursement shall be through direct payment to Company.
- (b) Interest Rate. The Promissory Note shall provide for interest at the rate of 4.25 percent (%) per annum on the amount disbursed.
- (c) Payments. The first payment under this Loan Agreement will be due on August 1, 2023 and the Borrower shall commence making monthly installment payments of principal and interest in accordance with an amortization schedule calculated to amortize the principal balance of the loan. A \$30,000 promissory note will be executed for a five (5) year term for the purposes of providing working capital. These monthly payments of principal and interest shall continue so that the remaining principal balance shall be paid at the end of the loan term as described in the amortization schedule.
- (d) All loan payments shall be due and payable on the first of the month, with a grace period of fifteen (15) days. Any payments not received within the grace period shall be imposed a late fee of two percent (2%) of the monthly loan payment amount.
- (e) Prepayment of the loan may occur at any time without penalty.



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

RLF LOAN AGREEMENT – Page 3

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 2 – Loan to Borrower by County (Continued)

2.3 The Borrower may be asked to execute and deliver a Personal Guarantee in favor of the County, to repay credit issued. In case of a default, the unpaid principal and interest balance shall become immediately due and payable.

Section 3 – Loan Acknowledgement

3.1 Borrower acknowledges that the Loan is a Fairfield County Revolving Loan Fund loan which is being offered by the County to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the specific business activity for which the loan is being offered.

3.2 As an inducement to County to make this Loan, Borrower will create or retain a minimum of one (1) full-time equivalent position, which is defined as a job with at least thirty-five (35) payable hours per week, per twenty-five thousand dollars (\$25,000.00) of RLF funds ("Borrower's Job Obligations").

3.3 Borrower shall comply with all laws regarding non-discrimination and equal employment opportunity and follow all regulations for the Fairfield County Revolving Loan Fund.

3.4 Borrower shall cause these positions to be created or retained and staffed on or by twenty-four (24) months after the date the final disbursement of the Loan Funds has been made and shall thereafter keep these jobs filled while this Loan is outstanding.

3.5 If the holder of any such position resigns or is terminated for cause, such position shall be considered filled, provided Borrower is diligently pursuing a new employee for such position (which pursuit shall at a minimum include posting the job with OhioMeansJobs) and does not decline to hire a reasonably qualified applicant.

3.6 Borrower shall report annually to County on the status of its compliance with its Job Obligations.



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

RLF LOAN AGREEMENT – Page 4

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 3 – Loan Acknowledgement (Continued)

- 3.7 Borrower represents and warrants that Borrower has obtained all federal, state, and local government approvals and reviews required by law to be obtained by Borrower for this project, and that Borrower will comply with all applicable federal and state regulations.
- 3.8 Borrower shall use the Fairfield County Revolving Loan Fund in compliance with federal, state, and local government laws, rules, and regulations.
- 3.9 The loan to the Borrower may become immediately due and payable to the County if the economic activity is moved outside the eligible lending area, Fairfield County, Ohio.
- 3.10 Borrower has disclosed to Lender any other federal funding sources that Borrower has applied for or received for purposes related to the EDA Loan Purpose, certifies that no EDA Loan proceeds will be used to fund expenses for which Borrower has received other federal funding, and acknowledges that should Lender determine that Borrower has received federal funding from multiple sources for identical expenses, Lender shall demand immediate repayment of the portion of the EDA Loan allocable to those expenses and may take any other action against Borrower permitted by the Loan Agreement and Related Documents, the EDA loan program, and applicable law.

Section 4 – Other Covenants and Warranties

- 4.1 Accuracy of Submissions. All documents and information submitted by the Borrower or the Guarantors to the County were, as of the date of submission, and now remain true, complete, and correct in all material respects. All financial statements submitted to the County in connection with the Loan are correct and complete and fairly present the financial condition of the Borrower or the Guarantor(s), as the case may be, as of the date or for the period therein stated; and there are no material contingent liabilities or obligations which are not duly noted therein.



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

RLF LOAN AGREEMENT – Page 5

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 4 – Other Covenants and Warranties (continued)

- 4.2 No Material Change. There has occurred no material change in the business, properties or condition, financial or otherwise, of the Borrower or the Guarantors since the date of their financial statements submitted to the County.
- 4.3 Taxes. All taxes and assessments due and payable by the Borrower and the Guarantor(s) have been paid or are being contested in good faith by appropriate proceedings and the Borrower have filed all tax returns which are required to be filed by any laws applicable thereto.
- 4.4 Good Standing. The Borrower and all Guarantors are duly organized, validly existing and in good standing under the laws of their respective states of organization and have the power and authority to own their property and to carry on their business in each jurisdiction in which they do business.
- 4.5 Authority and Compliance. The Borrower and each Guarantor have full power and authority to execute and deliver the Loan Documents to which each is a party and to incur and perform the obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower and each such Guarantor. No consent or approval of any public authority or other third party is required as a condition to the validity of any Loan Document, and the Borrower, and each Guarantor is in material compliance with all laws and regulatory requirements to which each is subject except where failure to comply would not have a material adverse effect on the affairs and property of the Borrower or such Guarantor.



BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

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Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 6

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 4 – Other Covenants and Warranties (Continued)

- 4.6 Binding Agreement. This Loan Agreement and the other Loan Documents executed by the Borrower and each Guarantor constitute valid and legally binding obligations of the Borrower and each Guarantor enforceable in accordance with their respective terms, except as enforceability may be limited by: (1) applicable Bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally; (2) the effect of applicable fraudulent conveyance and/or transfer laws, both state and federal; (3) general principles of equity (regardless of whether considered in a proceeding in equity or law) including, without limitation, the possible unavailability of specific performance, injunctive relief or any other equitable remedy; and (4) concepts of materiality, reasonableness, good faith and fair dealing.
- 4.7 Litigation. There is no proceeding involving the Borrower or any Guarantor pending or, to the knowledge of the Borrower, threatened before any court or governmental authority, agency or arbitration authority, except as disclosed to the County in writing and acknowledged by the County prior to the date of this Loan Agreement.
- 4.8 No Conflicting Agreements. There is no charter, bylaw, stock provision, or other document pertaining to the organization, power or authority of the Borrower or any Guarantor, and no provision of any existing agreement, mortgage, indenture or contract binding on the Borrower or any Guarantor, or affecting its or their property which would conflict with or in any way prevent the execution, delivery or carrying out the term of this Loan Agreement and the other Loan Documents.
- 4.9 Payment or Performance of Obligations. The Borrower defaults in the prompt payment (within any grace period allowed by the Note) or performance of any obligations under the Notes (after the expiration of any applicable notice and right to cure period contained in the Note), this Loan Agreement or any instrument or document securing the Loan; or in the prompt payment or performance when due of any other indebtedness, liabilities, or obligations to the County, whether now existing or here-after created or arising, direct or indirect, absolute or contingent; or there shall occur an event which, under the terms of the Notes or any instrument or document securing the Loan, would permit the County to accelerate the maturity of the Loan.



BOARD OF COMMISSIONERS

Commissioners:

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Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

RLF LOAN AGREEMENT – Page 7

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 5 – Reporting and Evaluation

5.1 Borrower, as a participating party, shall submit to the county, when so requested, copies of year-end Financial Statements, as applicable, and Federal Tax Returns, to be reviewed as part of the annual evaluation of the loan.

Section 6 – Miscellaneous

- 6.1 This Agreement is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 or Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or sub-grant and sub-recipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this award.
- 6.2 Amendments. The provisions of this Loan Agreement, the Promissory Note or any instrument or document executed pursuant hereto or securing the indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.
- 6.3 Borrower certifies that any representation or warranty made by the Borrower herein, or in any report, certificate, financial statement, or other writing furnished in connection with or pursuant to the Loan Agreement is accurate, complete, and correct.
- 6.4 Borrower, as a participating party agrees that any duty authorized representative of the County shall, at all reasonable times and with prior notice and due regard to safety considerations, have access to any portion of the project in which they are involved; and the period of such right to access shall be until Borrower closes out the loan.
- 6.5 The loan is subject to compliance with the Fairfield County Revolving Loan Fund Plan, which is available to Borrower upon request.



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

RLF LOAN AGREEMENT – Page 8

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Section 7 – Certification

Except as otherwise prohibited herein, the terms of the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

This Agreement is hereby executed and delivered by the parties hereto on the dates set forth below by their respective signatures, as follows:

WITNESS OR ATTEST:

Borrower

Emily Miller, Owner

Wellness Within Chiropractic, LLC

Approved as to form by the
Fairfield County Prosecutor's Office

Fairfield County, Ohio

Fairfield County Board of Commissioners

Date: _____

ATTACHMENTS:

Exhibit A



BOARD OF COMMISSIONERS

Commissioners:

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

County Administrator

Aundrea N. Cordle

Deputy County Administrator

Jeffrey D. Porter

Clerk

Rochelle Menningen

PERSONAL GUARANTEE – Page 1

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

FOR VALUE RECEIVED on June 6, 2023 from and as an inducement to Fairfield County, Ohio (“Lender”) to loan certain funds (the “indebtedness”) to **Wellness Within Chiropractic, LLC**, a corporation, (“Borrower”) in which **Emily Miller** (hereinafter referred to as “Guarantor”) hereby absolutely and unconditionally guarantee all obligations of the Borrower to Lender pursuant to this Agreement.

Guarantor has a personal interest. Guarantor does hereby personally guarantee absolutely and unconditionally the full and prompt payment to Lender of all indebtedness which Borrower has incurred or may incur for sums loaned to Borrower by Lender including without limitation all liabilities, obligations and amounts due or to become due by Borrower to Lender pursuant to a certain Loan Agreement and Promissory Note of even date between Lender and Borrower (including without limitation, interest, costs of collection and reasonable attorneys’ fees).

Lender is not required to first seek collection from the Borrower. The liability of the Guarantor hereunder shall not be affected by the amount of money loaned to Borrower by Lender nor by any change in the form of Borrower’s indebtedness nor by any extension or renewal thereof. Notice of acceptance of this guarantee or extension of credit hereunder, of default in payment, of change in form or renewal or extension of any said indebtedness or of any other matter with respect hereto is expressly waived. Guarantor waives any presentment, demand, protest, and any other notice in connection with, or regarding, this Personal Guarantee.

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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

PERSONAL GUARANTEE – Page 2

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Waive Notice. The undersigned waives notice of acceptance hereof and of all defaults or disputes with the Borrower, and of the settlement or adjustment of such defaults or disputes. The undersigned, without affecting the undersigned's liability hereunder in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance of release of security, the acceptance of notes, trade acceptances or any other form of obligation for the Borrower's indebtedness to the Lender, and the demand, protest, and notice of protest of such instruments or their endorsements. The undersigned also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement, or assignment for the benefit of Lender, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Lender and the Borrower.

Obligation and Certification. The obligation of the undersigned is a primary, absolute, and unconditional obligation, and covers all existing and future indebtedness of the Borrower to the Lender. This obligation shall be enforceable against the undersigned before or after proceeding against the Borrower or against any security held by the Borrower, and shall be effective against the undersigned regardless of the solvency or insolvency of the Borrower at any time, the extension or modification of the indebtedness of the Borrower by operation of law, or the subsequent corporation reorganization, merger, or consolidation of the Borrower or any other change in the composition, nature, personnel, or location of the Borrower.

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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

PERSONAL GUARANTEE – Page 3

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

The undersigned acknowledges that this guarantee is the undersigned's personal obligation and that the undersigned is not acting as an agent on behalf of the Borrower, notwithstanding any business affiliation between them or title identified below.

This guarantee shall for all purposes be deemed to be made in and shall be governed by laws of the State of Ohio and for purposes of enforcement each of the undersigned(s) consent to personal jurisdiction in the Fairfield County, Ohio Municipal Court and the Fairfield County, Ohio Court of Common Pleas.

This guarantee shall be binding upon the undersigned, as well as the undersigned's legal representatives and assigns, and shall inure to Lender's benefit and to the benefit of the Lender's successors and assigns.

The undersigned individually acknowledges that the undersigned has read the entirety of this Personal Guarantee and understands and agrees to all the terms thereof.

The undersigned hereby irrevocably authorizes any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waives the issuing and service of process and confesses a judgement against the undersigned in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

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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



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

PERSONAL GUARANTEE – Page 4

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

All persons now or hereafter liable for the payment of the principal or interest due on this Personal Guarantee, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Personal Guarantee is prepared and executed in the Fairfield County, Ohio on the date first set forth above.

WARNING – By signing this paper, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.

GUARANTOR:

Emily Miller

In Her Individual Capacity



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

RLF PROMISSORY NOTE – Page 1

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

FOR VALUE RECEIVED, the undersigned **Emily Miller, Owner, and Wellness Within Chiropractic, LLC**, a corporation organized under the laws of the State of Ohio, (collectively known as the “Borrower”) hereby **jointly and severally** promise to pay to the order of Fairfield County, Ohio, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter called “Lender”), the principal sum thirty thousand dollars (\$30,000), together with interest as hereinafter provided. The proceeds from the loan represented by this Promissory Note shall be applied only to provide working capital, (hereinafter called the “Project”). This is the Promissory Note referenced in that certain loan agreement of even date by and between the Fairfield County Board of Commissioners, a political subdivision of the State of Ohio, with primary offices located at 210 E. Main Street STE. 407, Lancaster, Ohio 43130, and Wellness Within Chiropractic, LLC, a corporation under the laws of the State of Ohio, with its primary offices located at 2658 N. Columbus St. Suite G, Lancaster, Ohio 43130 (hereinafter called “Borrower”), as participating parties in the Fairfield County Revolving Loan Fund (“Loan Agreement”).

SECTION I. INTEREST

1. Interest. Interest on the proceeds of this promissory note shall be paid at the rate of 4.25 percent (%) per annum on the amount disbursed. Proceeds of the loan shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. Interest shall commence accruing on the date of the closing of the loan.
2. Prepayment. Prepayment of this Note may occur at any time without penalty.



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

RLF PROMISSORY NOTE – Page 2

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

SECTION II. REPAYMENT

The principal disbursed and interest shall be paid as follows:

1. Payments. The first payment under this Promissory Note shall be due on August 1, 2023 and shall include principal and interest from the date of loan closing. The Borrower(s) shall commence making monthly payments in accordance with an amortization schedule attached to the loan agreement and to this Promissory Note, a copy of which amortization table is attached hereto and incorporated herein. For the 60-month term of the loan, the borrower shall repay principal and interest monthly as set forth in said amortization schedule. All monthly payments shall be due on the first day of each month following August 1, 2023. Monthly payments of principal and interest shall continue so that the remaining balance of principal and interest shall be paid in full no later than August 1, 2028.

3. Upon Sale or Refinancing. The entire balance of the outstanding principal of this loan and all accrued unpaid interest thereon shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution, or liquidation of Borrower, at 2658 N. Columbus St. Suite G, Lancaster, Ohio 43130.

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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

RLF PROMISSORY NOTE – Page 3

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

1. Personal Guarantee and real property collateral. This Promissory Note may be secured by the personal guarantee of **Emily Miller**, individually, and/or by an executed mortgage against real property owned by Wellness Within Chiropractic, LLC.
2. Default. Upon default in the payment of (1) any installment of principal or interest when the same is due hereunder, or upon (2) a failure to perform any of the covenants or conditions contained in this Note, the Loan Agreement, or any other document signed by one or more of the Borrowers to secure the payment of the amounts due hereunder, and if such failure continues for fourteen (14) days after written notice of such default from the Lender to the Borrowers, then the entire principal hereof then remaining unpaid, together with all accrued interest, shall, at the option of the Lender, become immediately due and payable without any notice or demand.

SECTION III. LIABILITY

The Borrower and **Emily Miller, Owner**, jointly and severally agree to defend, indemnify, protect, and hold harmless both the United States Federal government and Fairfield County, Ohio and all of its officers, agents, and employees (collectively “the County”) from and against any and all liabilities that the Federal government or the County may incur as a result of providing an RLF Loan Award to assist directly in the Project as well as any direct or indirect activities associated with the Project. These protections apply to the extent that the Federal government or the County may become potentially liable caused by operations of the RLF Recipient or any of its borrowers, predecessors, or successors.

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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

RLF PROMISSORY NOTE – Page 4

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

SECTION IV. CERTIFICATION

The undersigned and the endorsers, guarantors and sureties of this note and each of them hereby irrevocably authorize any attorney-at-law to appear in any court of record in this state or in any other state in the united states after any installment of principal or interest hereunder becomes due and remains unpaid after notice and any applicable grace period, and waive the issuing and service of process and confess a judgement against us and each of us in favor of the holder hereof for the amount of said note, together with the costs for suit and thereupon to release all errors and waive all rights of appeal.

All persons now or hereafter liable for the payment of the principal or interest due on this Promissory Note, or any part thereof, do hereby expressly waive presentment for payment, notice of dishonor, protest and notice of protest, and agree that the time for the payment or payments of any part of the Note may be extended without releasing or otherwise affecting their liability on the Note, or their obligations under the lien securing this Note.

This Promissory Note is prepared and executed in Fairfield County, Ohio.

WARNING – By signing this promissory note, you give up your right to notice and court trial. If you do not pay on time, a court judgement may be taken against you without your prior knowledge and the powers of a court can be used to collect from you regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on its part to comply with the agreement, or any other cause.



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

RLF PROMISSORY NOTE – Page 5

Borrower: Wellness Within Chiropractic, LLC

Approved Loan Amount: \$30,000.00

Fund Source: Fairfield County Revolving Loan Fund

Prepared: June 6, 2023

Wellness Within Chiropractic, LLC

Emily Miller, Owner

Approved as to form by the
Fairfield County Prosecutor's Office

ATTACHMENT: AMORITIZATION SCHEDULE

Prosecutor's Approval Page

Resolution No.

A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC as a Fairfield County Revolving Loan project.

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/5/2023 2:00:22 PM by Amy Brown-Thompson,



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

Resolution No. 2023-06.06.e

A resolution to approve loan documents to fund Wellness Within Chiropractic, LLC, as a Fairfield County Revolving Loan project.

(Fairfield County Economic & Workforce Development)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Approve the Contract Bid Award for the 2023 Microsurfacing Project.

WHEREAS, the opening of sealed bids on May 31, 2023 for the 2023 Microsurfacing Project, resulted in the following bids

Strawser Construction Inc	\$354,186.86*
Corrected During Bid Tab*	

WHEREAS, the Fairfield County Engineer is recommending that the Contract for the 2023 Microsurfacing Project be awarded to Strawser Construction, Inc.; 1392 Dublin Road; Columbus, Ohio 43215, a responsive and responsible Bidder, for the amount of \$354,186.86.

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

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the Award to Bid in the amount of \$354,186.86, to Strawser Construction, Inc. for the 2023 Microsurfacing 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: Ethan Knight
cc: Engineering Department

Resolution No. 2023-06.06.f

A resolution to approve the contract bid award for the 2023 microsurfacing project.

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

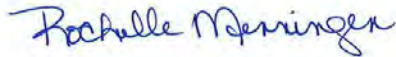
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution to Submit Drainage Improvement Estimates.

WHEREAS, pursuant to ORC 6137.03, the County Engineer shall inspect the drainage improvements in the county. On or before the first day of July of each year, the County Engineer shall report to the Board of County Commissioners both the following: (1)[6137.03(C)(1)] The County Engineer's findings regarding the present condition of the drainage improvements in the county; (2) [6137.03(C)(2)] An estimate of the amount of funds necessary to repair and maintain the improvements for the following year; and

WHEREAS, the County Engineer has conducted said drainage improvement inspections and estimated each for needed maintenance, and

WHEREAS, the County Engineer is submitting the attached 2023 Fairfield County Drainage Maintenance District estimates to this Board of County Commissioners, and

WHEREAS, the County Engineer is requesting this Board of County Commissioners authorize the County Engineer to repair each drainage improvement with a condition rating of "3" or below and utilize the funds allocated to the individual drainage improvement in the Drainage Maintenance District Account(s).

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

SECTION 1: that this Board of Commissioners resolves to and does hereby, approve the attached 2023 Fairfield County Drainage Maintenance District estimates.

SECTION 2: that this Board of Commissioners resolves to and does hereby authorize the County Engineer to maintain the attached drainage improvement projects with a condition rating of "3" or below and utilize funding for such repairs from the Drainage Maintenance District designated for each drainage improvement.

SECTION 3: that the Clerk of this Board of Commissioners furnish the County Engineer with one signed copy of this Resolution for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

2023 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Arbaugh Ridge Estates		BLOOM	5	extend 6" sdr lot 4	\$250.00
Ashley Creek	Sec 1	VIOLET	3	brick and mortar CB 11, 15, 49, 46, 58	\$2,500.00
Ashley Creek	Sec 2	VIOLET	5	none	\$0.00
Ashley Creek	Sec 3	VIOLET	5	none	\$0.00
Ashley Creek	Sec 4	VIOLET	5	none	\$0.00
Ashley Creek	Sec 5	VIOLET	3	brick and mortar CB38	\$750.00
Bentwood Farms	Sec 2	VIOLET	3	brick and mortar CB29; clear ditch tree limbs	\$1,300.00
Bentwood Farms	Sec 3	VIOLET	3	brick and mortar CB8, 14; trough CB23, 29	\$2,600.00
Brookside Estates		LIBERTY	5	none	\$0.00
Cansada Estates		VIOLET	5	none	\$0.00
Carroll Estates		GREENFIELD	3	push cam to CO6	\$450.00
Cedar Creek Estates	Ph 1,2	BLOOM	5	none	\$0.00
Chesapeake	1,2,3	VIOLET	5	none	\$0.00
Chester Heights		VIOLET	3	not found CO lot 12, 11, 10, 9, 7, 4; standing water CO lot 3, 2, 1; mow waterway and easment lateral c,d boxculvert to road/ lateral a easment to outlet	\$1,650.00
Cook's Pond Estates		PLEASANT	3	mow system 6, 7	\$450.00
Crescent Cove		WALNUT	3	weed eatbrush in flood rte and basin outlet	\$250.00
Crist Estates		BLOOM	5	none	\$0.00
Daysprings		VIOLET	5	none	\$0.00
Deer Run Estates		BLOOM	3	CO lot 11,12 not found; lot1 CO replace 6" ADS cap	\$225.00
Estates of Lake Forest		VIOLET	5	none	\$0.00
Eversole Business Park		GREENFIELD	3	brush in west and east basin overflow; spot spray; mow basin, overflow, ditch	\$850.00
Fairfield Farms	Sec 1	BLOOM	3	lot 10 replace 6" SDR cap; weed eat channel C; FSW spray cattails channel C outlet	\$650.00
Fairfield Farms	Sec 2	BLOOM	3	lot 34 replace 6" SDR cap	\$125.00
Forest Green Estates	Ph 1	LIBERTY	3	not found CO lot22, 23, 19; CO lot 3, 4, 8 SDR 6" complete; mow waterway A; FSW spray waterway A cattails	\$1,500.00
Glenshire III	Sec 4	VIOLET	4	remove debris MH4	\$100.00
Glenshire III	Sec 5, Ph 1	VIOLET	3	raise casting MH20, brick and mortar CB18	\$2,750.00
Glenshire III	Sec 5, Ph 2	VIOLET	0	0	\$0.00
Greencastle Heights		BLOOM	3	brush and sm tree HW7, 8	\$200.00
Greenfield Estates	Ph 1	GREENFIELD	3	not found CO lot 3, 34, 35, 57, CB13; sink hole CB9, 11	\$950.00
Greenfield Estates	Ph 2	GREENFIELD	3	ADS 6" sleeve CO1; not found CO11, 6, 7, 8, 9; brush at CO2, 3; replace 6" whi pvc cap for whi corrugated CO	\$1,450.00
Greenfield Estates	Ph 3	GREENFIELD	3	replace 6" SDR complete CO11	\$125.00
Groves Ridge		PLEASANT	4	locate CO 3 lots 12, 13; insp CB lot 14 for blockage and tie in with push cam	\$500.00

** CONDITION 5 - No work needed
 4 - Minor problems, no work planned
 3 - Maintenance needed
 2 - Major problems, maintenance required
 1 - Severe problems, emergency maintenance needed immediately

pg 1 of 4

2023 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Haaf Farms	Sec 3	VIOLET	3	sink hole CB11, HW wagonwood basin; mow east basin rock channel	\$750.00
Haaf Farms	Sec 4	VIOLET	3	brick and mortar CB18; ditch and trees HW A	\$1,100.00
Haaf Farms	Sec 5	VIOLET	5	none	\$0.00
Haaf Farms	Sec 6, Ph 1 & 2	VIOLET	3	sink hole CB 13, 14; brush CB20; insp sink hole CB12-13 with push cam	\$850.00
Haaf Farms	Sec 7	VIOLET	3	sink hole CB 6a	\$100.00
Hampton Ridge	Ph 1	VIOLET	3	replace 8" slotted cap ADS; mow waterway p1,2 easment; FSW spray cattails waterway p1.2	\$1,125.00
Hampton Ridge	Ph 2	VIOLET	3	8" ads sleeve CO lot 21	\$450.00
Heather Lake (Glen)	Sec 1	BLOOM	3	Pipe6 brush at HW in basin; remove sm trees at HW2 in basin	\$350.00
Heather Lake	Sec 2	BLOOM	5	none	\$0.00
Heather Lake	Sec 3	BLOOM	5	none	\$0.00
Heron Crossing	1	VIOLET	3,4	remove debris CB34; brush and sm tree far east basin dam, CB6; mow outlet channel only from dam (dam is preservation)	\$1,300.00
Heron Crossing	2	VIOLET	3	CB9 small tree	\$100.00
Heron Crossing	3	VIOLET	3,4	sink hole CB19; remove debris CB6	\$200.00
Heron Crossing	4	VIOLET	5	none	\$0.00
Heron Crossing West	1	VIOLET	4	CB 34 remove debris; s1p2 inspect line between lot 7-8 for sink hole	\$600.00
Heron Crossing West	2	VIOLET	5	none	\$0.00
Heron Crossing West	3	VIOLET	5	none	\$0.00
Hickory Ridge Estates	+	GREENFIELD	5	none	\$0.00
Hocking Run Estates	+	BLOOM	4	mortar MH F,W to structure; remove debris CO K, C, S; not found CO X	\$900.00
Jefferson Farms	Ph 5	VIOLET	5	none	\$0.00
Jefferson Farms	Ph 6	VIOLET	3	sink hole CB9	\$150.00
Mallard Pond	Sec 2,3	VIOLET	3	s2 brick and mortar / casting gap CB5/ remove debris CB12, MH2; s3 brick and mortar CB2, 20 / mortar pipe, MH14; ditch OL1	\$3,900.00
Mallard Pond	Sec 4 Ph 1-3, Sec 5 Ph 1-3	VIOLET	3	s4 brick and mortar CB26, 30, 33; s5 brick and mortar CB16, 52; mortar knockouts CB20; sink hole CB29, 8; hand ditch MH 'D'	\$3,450.00
Meadowmoore	Sec 1	VIOLET	3	brick and mortar CB16, 17; CB22 sink hole	\$1,650.00
Meadowmoore	Sec 2 Ph 1	VIOLET	3	tree HW3; FSW spray cattails	\$550.00
Meadowmoore	Sec 2 Ph 2	VIOLET	3	hand channel outlet HW2	\$300.00
Meadowmoore	Sec 3 Ph 1 & 2	VIOLET	3	brick and mortar CB9; sink hole CB15; brush and sm tree HW3 at basin; hand ditch HW1	\$1,400.00
Meadowmoore	Sec 3 Ph 2	VIOLET	5	none	\$0.00
Meadowmoore	Sec 3 Ph 3	VIOLET	3	brick and mortar CB8; remove dandy bag and debris CB14	\$1,000.00
Meadowmoore	Sec 4	VIOLET	3	sink hole CB10; hand ditch HW1	\$350.00
Meadowmoore Reserve	1	VIOLET	5	none	\$0.00
Meadowmoore Reserve	2	VIOLET	5	none	\$0.00
Oak Creek	1	GREENFIELD	3	lot27 replace 6" SDR complete; lot5 replace 15" concrete lid	\$300.00
Oak Creek II	2	GREENFIELD	3	lot12 replace 6" SDR complete; lot 5, 12 replace 15" concrete lid	\$350.00
Ochs\Replat Valley View	+	PLEASANT	5	none	\$0.00
Ochs Subdivision	Ph 1	PLEASANT	5	none	\$0.00
Pheasant Ridge	Ph 1	BLOOM	5	none	\$0.00
Pheasant Ridge	Ph 2	BLOOM	3	replace 6" SDR (3) CO lot 34, 29 same group	\$375.00
Pine Hill Estates	+	BLOOM	3,4	CO 10, 11 not found; MH3 remove debris; lot14 CO5 replace 6" SDR cap	\$575.00

**** CONDITION**
 5 - No work needed
 4 - Minor problems, no work planned
 3 - Maintenance needed
 2 - Major problems, maintenance required
 1 - Severe problems, emergency maintenance needed immediately

pg 2 of 4

2023 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Ravines at Tollgate	-	VIOLET	3,4	remove debris CB38; brush and sm tree HW OL9, 11	\$300.00
Rush Creek Estates	Ph 1	PLEASANT	3	remove roots MH and CO lot 7; locate CO lot 11, sink hole west of tank; replace 6" ADS blk cap lot 23, 24, 26, 38	\$2,500.00
Rush Creek Estates	Ph 2	PLEASANT	3	not found lot 39, 40 CO by road; investigate standing water in back line lots 27-31	\$0.00
Saddlebrook Farms	Sec 2 Pt 1	LIBERTY	3,4	sink hole CB1, 5; caps lot 4, 35; remove trees fr CB 35 to 36; fill sink hole RCP CB6-7	\$4,500.00
Sagamore Pond	-	VIOLET	3	brick and mortar CB22; brush and sm tree CB7, 8, 24, basin HWs	\$1,350.00
Slate Ridge	Sec 1	BLOOM	3	sm tree HW2 and basin	\$200.00
Slate Ridge	Sec 2	BLOOM	5	none	\$0.00
Slate Ridge	Sec 3	BLOOM	3	brush EW32	\$100.00
Slate Ridge	Sec 4	BLOOM	3	mow channel cedar hill; FSW spray cattails	\$425.00
Spring Creek	Sec 1 Ph 1	VIOLET	3,4	brick and mortar CB H6; pull bag CB A8; fill sink hole CB C1-C2, V4	\$1,150.00
Spring Creek	Sec 1 Ph 2	VIOLET	3	sink hole CB H1, H2	\$200.00
Spring Creek	Sec 1 Ph 3	VIOLET	3	brick and mortar CB T1, J14; offset casting MH J13; brush and sm tree HW CC1, CC2	\$2,700.00
Spring Creek	Sec 2 Ph 1	VIOLET	3	brick and mortar CB O1, O2; fill erosion HW DD2; brush HW DD1; mow easment WQ det pond overflow and outlet channel; FSW spray outlet DD1 phragmites; replace missing pins flexmat overflow	\$2,700.00
Spring Creek	Sec 2 Ph 2	VIOLET	3	brick and mortar CB U1	\$750.00
Spring Creek	Sec 2 Ph 3	VIOLET	3	brick and mortar CB5 MH10; raise casting MH11; sink hole CB1, 7	\$3,200.00
Spring Creek	Sec 2 Ph 4	VIOLET	3	brick and mortar CB N3	\$750.00
Spring Creek	Sec 3	VIOLET	3	brush CB36, HW35	\$200.00
Spring Creek/Peyton Ridge	-	VIOLET	5	none	\$0.00
Summerfield XV	-	VIOLET	3,4	brick and mortar CB55, 27, 28; sink hole CB49, 45, 41	\$1,800.00
Valley View	Sec 1	PLEASANT	3	brush CO8	\$150.00
Valley View	Sec 2	PLEASANT	5	none	\$0.00
Views at Pine Hills	Ph 1	BLO	5	none	\$0.00
Views at Pine Hills	Ph 2	BLO/GRE	5	none	\$0.00
Violet Meadows	Sec 1	VIOLET	2,3	brick and mortar CB15, 20; rebuild CB5; ditch HW16 excavator	\$8,750.00
Violet Meadows	Sec 2 Ph 1 & 2	VIOLET	3	brick and mortar CB6, 15, 41; raise casting MH6; not found MH47; brush MH37; remove branches HW54 outlet	\$3,275.00
Violet Meadows	Sec 2 Ph 3	VIOLET	5	none	\$0.00
Violet Meadows	Sec 3	VIOLET	2,3,4	brick and mortar CB38, 30, 16, 12; debris MH6; notfound CB9; brush HW31, 23, 18, 19	\$3,450.00
Violet Meadows	Sec 4 Pt1&2	VIOLET	2,3,4	brick and mortar CB33, 11; rebuild CB10; not found MH11	\$5,200.00
Violet Meadows	Sec 5 Ph1&2	VIOLET	5	none	\$0.00
Violet Meadows	Sec 6, Ph1&2	VIOLET	5	none	\$0.00
West Buckeye lake drainage improvement	-	WALNUT	3	mow basin at pump house and drive lane easment	\$1,000.00
Winding Creek	Sec 1	VIOLET	3	brush CB outlet at Countrywood	\$100.00
Winding Creek	Sec 2, Pt 1-4	VIOLET	3	brick and mortar MH41 AMAP; MH40 NF brush and branches	\$1,350.00
Winding Creek	Sec 2, Pt 5	VIOLET	5	none	\$0.00
Winding Creek	Sec 3, Pt 1-3	VIOLET	3	brick and mortar CB24; sink hole CB4, 36	\$950.00
Winding Creek	Section 4	VIOLET	5	none	\$0.00
Winding Creek	Sec 5 Ph 1	VIOLET	3	brick and mortar CB3, 35, 42; sink hole CB18	\$2,600.00
Windy Hills	Re-Plat	HOCKING	3	pipe 2 @ intersection WH Circle hand ditch E side small brush W side	\$250.00
Woodside Meadows	-	LIBERTY	3	not found CB1, 10; sink hole CB10, 8, 5; brush CO3	\$650.00

** CONDITION 5 - No work needed
 4 - Minor problems, no work planned
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pg 3 of 4

2023 FAIRFIELD COUNTY DRAINAGE MAINTENANCE DISTRICTS

SUBDIVISION	PHASE /SECTION	TWP	CONDITION 1-5 **	REQUIRED MAINTENANCE	ESTIMATE
Woodstream	Sec 1	VIOLET	3,4	repair pipes MH18; brick and mortar CB55, 24, 11; sink hole CB41, 21; brush and sm tree basin 3	\$3,100.00
Woodstream	Sec 2 & 3	VIOLET	3	s3 brick and mortar CB2; mow channel basin 1, 3 overflow/ outlet; FSW spray basin 1,2 cattails; replace 6" underdrain from ditch inlet to 190' N with excavator	\$8,250.00
Woodstream	Sec 4 Ph 1	VIOLET	3,4	brick and mortar CB18, 27, 28, 14; sink hole CB43, 47	\$2,800.00
Woodstream	Sec 4 Ph 2	VIOLET	5	none	\$0.00
Woodstream	Sec 5	VIOLET	5	none	\$0.00
Lateral 'A'	Fairfield- Licking Joint	Walnut	4	see FCSWD report	\$0.00
Goss Ditch	Fairfield	Liberty	4	see FCSWD report	\$0.00

**** CONDITION** 5 - No work needed
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pg 4 of 4

Resolution No. 2023-06.06.g

A resolution to submit drainage improvement estimates.

(Fairfield County Engineer)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Adult, and Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Adult, and Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

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

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$5,000:

DEBIT: 8286 090001 Community of Support Grant Advances Out –
 Partial Repayment of Advance \$5,000.00 (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$5,000.00

Prepared by: Annette Mash Fiscal Specialist on behalf of Family Adult children First Council.

Signature Page

Resolution No. 2023-06.06.h

A resolution authorizing the approval of a partial repayment of an advance to the General Fund from Fund# 7521.

(Fairfield County Family, Adult and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:


Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Belmont Pines Hospital & RTC 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 Belmont Pines Hospital & RTC, 615 Churchill Hubbard Rd, Youngstown, OH 44505 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 May 1st, 2023 through September 30th, 2023; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Belmont Pines Hospital & RTC.

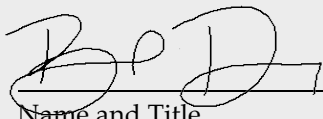
Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

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.***

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 OhioMHAS-Belmont Pines Hospital & RTC hereinafter "Provider," whose address is:

OhioMHAS-Belmont Pines Hospital & RTC
615 Churchill Hubbard Rd
Youngstown, OH 44505

Collectively the "Parties".

Contract ID: 19319172

Originally Dated: 10/01/2022 to 09/30/2023

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason:	Article
Addenda Begin Date:	10/01/2022
Addenda End Date:	
Increased Amount:	
Article Name:	Article I. Scope of Placement Services
Addenda Reason Narrative:	
Contract amended to include new per- diem break down for children in placement	
Children's Residential Center	
Maintenance: 296.00 Administration: 5.00 Other: 66.71	

SIGNATURE OF THE PARTIES

Provider: OhioMHAS-Belmont Pines Hospital & RTC

Print Name & Title	Signature	Date
Eric Kennedy, CEO	Ey	5/9/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

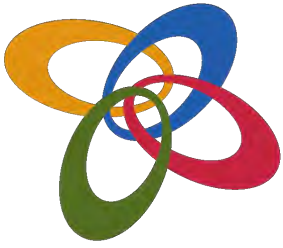
Print Name & Title	Signature	Date

Contract ID: 19319172

Fairfield County Department of Job and Family Services / OhioMHAS-Belmont Pines Hospital & RTC

10/01/2022 - 09/30/2023

Page 3 of 3



A Contract regarding Belmont Pines - Amendment between Job and Family Services and

Approved on 5/30/2023 8:00:28 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 5/30/2023 11:12:28 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000313 - 03**

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: 003

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BHC BELMONT PINES HOSPITAL INC
BELMONT PINES HOSPITAL
YOUNGSTOWN, OH 44505

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
330-759-2700				451					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		1587						JOB & FAMILY SERVICES	
NOTES									

NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

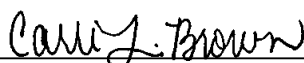
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$112,000.00	\$112,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$112,000.00 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

06/06/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$112,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$112,000.00

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Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Belmont Pines Hospital & RTC and Child Protective Services Department.

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 6/1/2023 12:04:55 PM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.i

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Belmont Pines Hospital & RTC and Child Protective Services Department.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Board of Commissioners and the Ohio Department of Developmental Disabilities for State Fiscal Year 2024

WHEREAS, The Fairfield County Board of Commissioners serves as administrative agent for the Fairfield County Family Adult and Children First Council, a Council that has taken the lead in managing the Help Me Grow Early Intervention program and a council that proposes the approval of the attached agreement for evaluation, assessment, service coordination and outreach; and

WHEREAS, The Ohio Department of Developmental Disabilities has presented the attached grant agreement for the Help Me Grow Early Intervention program for service coordination and outreach; and

WHEREAS, approval of the attached agreement is by the Board of Commissioners is necessary for the project to proceed in Fairfield County during State Fiscal Year 2024.

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 approves the agreement for Help Me Grow Early Intervention Service Coordination and Outreach with the Ohio Department of Developmental Disabilities and authorizes its President to sign the agreement.

EARLY INTERVENTION SERVICE COORDINATION GRANT AGREEMENT

July 1, 2023 – June 30, 2024

This agreement (the “Agreement”) is entered into by and between the county Family and Children First Council (FCFC) designated agency for Early Intervention (hereinafter “Subrecipient”) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “Parties.”

WHEREAS, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the Department seeks to provide state general revenue funds and subaward federal grant dollars, as defined by 2 CFR 200.1, made available through Part C of IDEA (Assistance Listing Number 84.181A) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to support service coordination services, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, costs that support the provision of these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302, (“the Grant”);

WHEREAS, the Subrecipient carries out the requirements of this Agreement on behalf of the county identified in the EI Service Coordination Contact Sheet (Addendum B) and in accordance with Section 2.5 of this Agreement;

WHEREAS, the Agreement between Parties shall be a cooperative agreement as defined by 2 CFR 200.1. A cooperative agreement provides for substantial involvement between the Department as the pass-through entity and the Subrecipient in carrying out the activities of the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Awarding of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement. Subrecipient expressly agrees that Grant funds may not be used for:

- Religious worship, instruction, or proselytization.
- Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county’s allocation for service coordination, evaluation, and assessment is based on the following: 70% (children served during 2022), 20% (initial ever referrals in 2022 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 20212 for children that did not result in the completion of the eligibility and assessment process). County allocations for children with elevated blood lead levels are based on the prevalence of children reported to the Ohio Department of Health with a blood lead level of at least five micrograms per deciliter in 2021. Child find outreach funding allocations are based on 2022 Early Intervention referral data. Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). If the federal notice of award is not available prior to the posting of this Agreement on OhioEarlyIntervention.org, DODD shall update Addendum A and disseminate the information via email to the

designated agency for early intervention Fiscal Contact as provided for in this Agreement and Addendum B (EI Service Coordination Contact Sheet).

In addition to grant funds allocated using the formula described in this section, the Department reserves the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement in order to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum E). Addendum E identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional requirements related to the supplemental funds. Should funding be reduced under section 1.8 of this agreement, Subrecipient shall use this form to identify revised budget category amounts in GMS. Subrecipients shall budget and report spending of supplemental funds in DODD's Grant Management System (GMS) in accordance with section 1.3 and 1.4 of this Agreement.

1.3 Grant Management System (GMS) Budget & Expense Report Requirements. Subrecipient shall prepare and submit a budget in GMS to support the activities provided for in Section 1.1 of this Agreement. Budgets must be approved by the Department prior to the release of grant funds. Subrecipient shall only request payment for incurred or paid expenses. The subrecipient shall submit an expense report for the Grant at least once every three months.

1.4 Payment of Funds. Subrecipient shall request Grant funds for incurred or paid expenses by submitting expense reports in GMS. If the Department rejects the expense report, the subrecipient may correct and resubmit the expense report immediately. If the Department approves the expense report, the subrecipient may not submit another expense report for 25 days past the submission date of the most recently approved invoice. The Department agrees to pay Subrecipient within thirty (30) days of receipt for expense reports approved by the Department. Subrecipient agrees that failure to submit expense reports or other documents required by this Agreement or requested by the Department in the timeframe required may result in reduced, forfeited, or delayed payment. The Department may also delay or deny payment of funds due to a failure to implement the programmatic requirements of this agreement. Payments shall not exceed the Subrecipient budget amount.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of \$25,000 per subcontract/subaward, previously charged indirect costs, and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from ODE by June 1, 2024. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2024. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Direct Costs. Direct costs for performing the objectives of this Grant shall be charged in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs meet the purpose of this grant as outlined in the grant agreement and:

- Are given consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally financed program in either the current or a prior period.
- Are adequately documented.
- Are reasonable.
- May be allocable. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the DODD Fixed Asset Schedule (Exhibit C), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

1.6 Security Status for GMS and EIDS. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the GMS User Guide (Exhibit E) for directions requesting access to GMS, assigning and managing user roles. Additional resources related to reviewing and managing the grant budget, submitting expense reports, and uploading support documentation will be provided to the Subrecipient notice contact in Section 6.1 and/or made available on DODD’s website.

Subrecipient shall ensure that the Early Intervention contract manager has an active system administrator account for the Early Intervention Data System (EIDS). Subrecipient agrees to input all required data in the EIDS within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit F (EIDS) of this agreement.

1.7 Federal Funds Requirements. The Parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management).

Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the “allow the selected record to be a public display record” feature in SAM. The Department will reference available UEI numbers for state fiscal year 2023 designated agencies for early intervention to validate SAM registrations for state fiscal year 2024. If the UEI or the designated agency for early intervention has changed since state fiscal year 2023, Subrecipient shall provide the Department with the UEI by emailing EI.Grants@dodd.ohio.gov.

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire. The Subrecipient shall hold DODD harmless for any reduction or elimination of Federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the Subrecipient shall immediately cease further expenditures under any Federal or state project.

1.9 Procurement & Subcontracts. Subrecipient must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.318- 200.320. The Subrecipient will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Subrecipient may enter into subcontracts to provide the activities for this Grant but is prohibited from subgranting any portion of this award. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed subcontract shall be uploaded to the contract section of the expense report in GMS as support documentation when requesting payment for a contract’s expenses for the first time.

Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

1.10 Contract Manager Training Requirements. Subrecipient agrees to comply with the Early Intervention contract manager training requirements described in Addendum D.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2023 through June 30, 2024 and provides for a close out period through September 30, 2024, unless terminated prior thereto pursuant to this Section. August 30, 2024 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after June 30, 2024. Failure to submit expense reports, support documentation, programmatic reports, or other documents required by this Agreement or requested by DODD by the due dates outlined in this Agreement may result in reduced, forfeited, or delayed payment.

2.2 Termination. Except as permitted in Section 2.4 of this Agreement, either party may terminate this Agreement with or without cause upon sixty (60) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant funds. Subrecipient, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may reduce the Subrecipient’s allocation and/or require Subrecipient to repay to the Department any or all of the Grant funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Subrecipient.

2.4 Change in Family and Children First Council's Designated Agency for Early Intervention. In the event the family and children first council's (FCFC) designated agency for early intervention changes during the term of this Agreement, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of the FCFC's designated agency for early intervention have been transferred. An Agreement will be issued to the new designated agency for the remaining grant period. FCFC council shall notify the Department within ten (10) days of a proposed change in agency.

2.5 Multi County Collaboration Agreements. Counties have the option to pool or aggregate allocations established in Section 1.2 of this Agreement.

- a. Annually, the Department shall provide a deadline for counties to inform the state Family and Children First Council Director of the intent to enter a multi-county collaboration. By the deadline established, counties intending to participate in a multi-county collaboration shall send an email notification to the state Family and Children First Director. The email shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocations, and the FCFC designated agency for early intervention for the lead county will act as Subrecipient for the aggregated funds. The Department shall load budgets in GMS accordingly.
- b. For counties participating in multi-county collaborations, the Department shall only enter into an Agreement with the FCFC designated agency for early intervention agency acting as Subrecipient for the aggregated funds.
- c. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC designated agency for early intervention agency for the lead county that will act as Subrecipient for the aggregated funds.
- d. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Department via email to EI.Grants@dodd.ohio.gov. The Department shall withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

Section 3 – Documentation Requirements

3.1 Agreement Documents. DODD shall transmit this Agreement, Exhibits, and Addenda to the Grantee signatory via the electronic signature solution, OneSpan. Grantee may complete and electronically sign the documents as required using OneSpan. DODD shall only accept electronic signatures provided in OneSpan. The Grantee signatory will receive a notification via email from OneSpan when a copy of the fully executed agreement is available for download. Access to the fully executed agreement within OneSpan will become unavailable after the issuance of a purchase order.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to EI.Grants@dodd.ohio.gov. When selecting this option, Subrecipient shall print the Agreement, Addenda C & E and sign them in ink. Subrecipient shall return all documents identified below as separate .pdf documents in one email with the subject line "County Name_Early Intervention Agency Name_Service Coordination Grant Agreement July 2023". Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. A copy of the fully executed agreement, addenda, and exhibits will be emailed to the Notice contacts identified in Section 6.1 of this Agreement.

3.2 GMS Budget Documents & Requirements. In accordance with Section 1.7 of this Agreement Subrecipient shall validate that FFATA information entered in GMS is valid and current before a budget is submitted in GMS.

The following documents shall be submitted to the Department via attachment in GMS when submitting the budget.

1) Indirect Costs:

- Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education (ODE). The documentation must show the approved or provisional Restricted Indirect Cost Rate. Subrecipients submitting a provisional letter with their budget must submit the final rate approval letter from ODE no later than June 1, 2024 in accordance with Section 1.5 of this Agreement.
- Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency and wish to budget for indirect costs must submit an indirect cost worksheet (Exhibit B).

2) Budget Justification: Directions for completing this document are included in the Budget Justification Instructions (Exhibit C).

- Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient's budget in GMS.

3) A completed EI Service Coordination Contact Sheet (Addendum B).

- EI Service Coordination Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient's budget in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, and service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR §303.302. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Department within five (5) business days and cooperate with any Department requests for information or onsite activities. Subrecipient agrees to implement the Department's Subrecipient-specific technical assistance plan (including completion of any training requirements or other required actions as part of the technical assistance plan).

3.4 Maintenance of Records. As required by GEPA and EDGAR for State-administered programs (in 34 CFR 76.730-731), the Subrecipient shall retain records related to Grant funds and compliance for a period of three years after the grant period.

2 CFR 200.334 requires subrecipient to keep financial records, supporting documents, statistical records and all other records of subrecipient that are pertinent to the federal award for a period of three years from the date of submission of the final expenditure report.

Section 443 of GEPA requires subrecipient to maintain documents, for a period of three years following the completion of the activities for which the Subrecipient uses the federal funding, which show:

- The amount of funds under the subgrant or grant.
- How the Subrecipient uses the funds.
- The total cost of the project.
- The share of that total cost provided from other sources

3.5 Accounting & Internal Controls. Subrecipient shall provide for the financial management requirements set forth in 2 CFR 200.302. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200. Subrecipients that are county boards of developmental disabilities shall appropriately report grant revenue and expenditures in the county board cost report.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Department and its agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor or Subrecipient receiving Grant Funds a provision authorizing the Department and

its agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. The commingling of Grant funds is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

3.8 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR 200.510(b), the Department may distribute disbursement information to the Subrecipient identifying the grant program as Early Intervention Service Coordination (EISC), the Assistance Listing Number, or ALN (formerly CFDA), the pass-through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through Ohio Pays. Questions about how to use the Ohio Pays portal should be directed to <https://ohiopays.ohio.gov/>.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR 200.332 and 34 CFR 303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR 303.1-303.734 and ORC 5123.02(F), 5123.024, and 5123.0421. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

- (a) Federal Fiscal Year (FFY) 23 Initial Program Report (due August 1, 2023): Using the FFY22 initial program report, Subrecipient shall report on any changes to its local protocols. Additionally, Subrecipient shall include information on equity and access to services in accordance with Section 427 of GEPA.
- (b) Technical Assistance and Training Plan Update. (due November 30, 2023): Subrecipient shall collaborate with the Department to review and update the county technical assistance and training plan.
- (c) Mid-Year Report (due February 29, 2024): Subrecipient shall submit a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate mid-year program report questions to subrecipients no later than January 29, 2024.
- (d) Final Report (due July 31, 2024): Subrecipient shall submit a final program report, including an updated EI Service Coordination Contact Sheet (Addendum B), a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate final program report questions no later than June 1, 2024.
- (e) Other Reporting: As lead agency, DODD may request information from the Subrecipient related to the Subrecipient's activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.

- (f) EI Service Coordination Contact Sheet (Addendum B): Subrecipients are required to submit a revised Addendum B to their assigned EI program consultant via email within 14 days of any personnel changes within these positions.

Section 4 –Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 5123-10-01, OAC 5123-10-02, OAC 5123-10-03, OAC 5123-10-04 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Subrecipient shall participate in training and technical assistance plans developed with Department program consultants. In the event monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Department may deny budgets and/or expense reports in GMS until the finding is sufficiently addressed. The Department may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The Parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Parties shall make a good faith effort to ensure that their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.3 Equal Employment. The Subrecipient, and any subcontractor, agrees that all services and facilities in the developmental disabilities programs for which State reimbursement funds are sought will be made available without discrimination on account of race, religion, color, sex, national origin, handicap, age, or inability to pay; and that no qualified person will be discriminated against on account of race, religion, color, sex, national origin, age, or handicap with respect to equal opportunities of employment by the applicant agency; and that no employee of the applicant agency will be discriminated against on account of race, religion, color, sex, national origin, age or handicap.

Subrecipient agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681- 1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).

4.4 Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum C) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip

for services provided in a natural environment, Subrecipients and their subcontracts may enter “EI services provided in natural environments in [Enter County Name]”.

4.5 Election Laws. The Subrecipient, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

4.6 Findings for Recovery. The Subrecipient, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of each exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The Parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any under this Agreement by the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. Subrecipient warrants it has the legal authority to receive the subaward and enter into this Agreement. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

4.12 Specific Conditions for Disclosing Federal Funding in Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipients shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

4.13 Prohibition of Texting While Driving. Subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

4.14 Health or Safety Standards for Facilities. In accordance with 34 CFR 76.683 Subrecipient shall comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for this Grant.

4.15 Lobbying. In accordance with 34 CFR 82.100 no Grant funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.16 Trafficking in Persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
- B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the designated agency for early intervention Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Department:

Nathan DeDino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.Dedino@dodd.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Grants Management, Financial Manager
1810 Sullivant Ave, Columbus, OH 43222
Jacob.Foskuhl@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and/or are incorporated into it by reference. A copy of the Agreement, addenda, and exhibits are available at <https://ohioearlyintervention.org/service-coordination-grant-agreements>.

- Addendum A: Award Information and Allocation Table
- Addendum B: EI Service Coordination Contact Sheet
- Addendum C: Standard Affirmation & Disclosure Form
- Addendum D: Contract Manager Training & Attestation
- Addendum E: Supplemental Funding Amendment
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Budget Justification Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: GMS User Guide
- Exhibit F: Early Intervention Data System (EIDS)
- Exhibit G: Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Designated FCFC Agency for Early Intervention: _____

County: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Ohio Department of Developmental Disabilities
Diane Fox
Assistant Deputy Director

By: _____

Date: _____

DODD Reviewed: _____

Instructions: Identify the roles and people associated with DODD EI grant agreements by completing this spreadsheet. Add additional lines as needed for service coordinators, supervisors, all evaluators and assessors, and other personnel as necessary. Please note it is possible some people's names may appear more than once. Subrecipients are required to submit revised contact sheets to their assigned EI program consultant within 14 days of any contact changes within these positions.

06/06/2023

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
- B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the designated agency for early intervention Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Department:

Nathan DeDino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.Dedino@dodd.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Grants Management, Financial Manager
1810 Sullivant Ave, Columbus, OH 43222
Jacob.Foskuhl@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and/or are incorporated into it by reference. A copy of the Agreement, addenda, and exhibits are available at <https://ohioearlyintervention.org/service-coordination-grant-agreements>.

- Addendum A: Award Information and Allocation Table
- Addendum B: EI Service Coordination Contact Sheet
- Addendum C: Standard Affirmation & Disclosure Form
- Addendum D: Contract Manager Training & Attestation
- Addendum E: Supplemental Funding Amendment
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Budget Justification Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: GMS User Guide
- Exhibit F: Early Intervention Data System (EIDS)
- Exhibit G: Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Designated FCFC Agency for Early Intervention: _____

County: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Ohio Department of Developmental Disabilities
Diane Fox
Assistant Deputy Director

By: _____

Date: _____

DODD Reviewed: _____

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D**

Governing the Expenditure of Public Funds on Offshore Services & Response to Russia's Unjust War

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

2. Location(s) where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address) (City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D**

Contractor also affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or subcontractors before, during, and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside of the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the Department and is incorporated therein.

By: _____

Print Name: _____

Title: _____

Date: _____

Addendum D – Contract Manager Training & Attestation

EI Contract Manager Training

In order to ensure high quality service coordination and consistency with state and federal rules and best practices, a certain minimum knowledge is necessary for leaders of local EI programs. To this end, DODD is requiring foundational training for EI contract managers. These trainings, in all or in part, are already requirements for EI service coordinators, EI service coordinator supervisors, and EI service providers under contract with DODD. If an EI contract manager has documentation of having completed any of these trainings in the past, it is not necessary to complete the training again.

No later than December 31, 2023, every EI contract manager must complete the following trainings and submit documentation to their EI program consultant:

- Introduction to EI: (EI-064)
- Forms Overview (EI-065)
- Procedural Safeguards (EI-066)
- Mission and Key Principles (EI-068)
- Service Coordination Duties and Process (EI-070)
- The IFSP Process (EI-076)

Any contract manager hired after July 1, 2023, must complete the above six trainings within six months of the hire date.

No later than June 30, 2024, every EI contract manager must complete the following trainings and submit documentation to their EI program consultant:

- Mandated Reporting of Child Abuse and Neglect (EI-067)
- Primary Service Approach (EI-074)
- Natural Learning Environments (EI-075)
- EI Eligibility Training (in development)

Any contract manager hired after July 1, 2023 must complete the above three trainings within one year of their hire date.

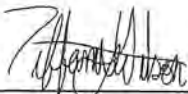
DODD may also require EI contract managers to participate in trainings related to revised EI rules and forms that are scheduled to be implemented on or after July 1, 2024. DODD will communicate any required training related to the revised rules and forms at least 30 days prior to implementing the requirement.

All trainings other than the EI Eligibility training are self-paced and accessible in DODD's MyLearning.

El Contract Manager Attestation

The designated agency for early intervention has selected Tiffany Wilson to serve as the El contract manager. The designated agency and El contract manager agree that the El contract manager will oversee and monitor the implementation of the activities outlined in this agreement and compliance with relevant state and federal laws and regulations, including, but not limited to the following activities:

- Serve as the primary point of contact with the Department for activities related to this agreement and make timely response to Department requests for information
- Report regularly to the relevant local Family and Children First Council(s) regarding the local El system, including at the direction of the Department and using a department-provided reporting template
- Collaborate with the Department in the creation and implementation of any relevant technical assistance and training plan
- Ensure expenditure reports are submitted to the Department consistent with the requirements of this agreement
- Ensure robust monitoring and oversight of all relevant state and federal laws and regulations occurs, including, but not limited to, federal compliance indicators, credential/certification/licensure of personnel performing activities under this agreement, and parent rights and procedural safeguards



El Contract Manager Signature

05/25/2023

Date

Designated agency for El representative

Date

**EARLY INTERVENTION
SERVICE COORDINATION GRANT AGREEMENT**

July 1, 2023 – June 30, 2024

This agreement (the "Agreement") is entered into by and between the county Family and Children First Council (FCFC) designated agency for Early Intervention (hereinafter "Subrecipient") and the Ohio Department of Developmental Disabilities (hereinafter "Department"), collectively referred to as the "Parties."

WHEREAS, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the Department seeks to provide state general revenue funds and subaward federal grant dollars, as defined by 2 CFR 200.1, made available through Part C of IDEA (Assistance Listing Number 84.181A) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to support service coordination services, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, costs that support the provision of these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302, ("the Grant");

WHEREAS, the Subrecipient carries out the requirements of this Agreement on behalf of the county identified in the EI Service Coordination Contact Sheet (Addendum B) and in accordance with Section 2.5 of this Agreement;

WHEREAS, the Agreement between Parties shall be a cooperative agreement as defined by 2 CFR 200.1. A cooperative agreement provides for substantial involvement between the Department as the pass-through entity and the Subrecipient in carrying out the activities of the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Awarding of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement. Subrecipient expressly agrees that Grant funds may not be used for:

- Religious worship, instruction, or proselytization.
- Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county's allocation for service coordination, evaluation, and assessment is based on the following: 70% (children served during 2022), 20% (initial ever referrals in 2022 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 20212 for children that did not result in the completion of the eligibility and assessment process). County allocations for children with elevated blood lead levels are based on the prevalence of children reported to the Ohio Department of Health with a blood lead level of at least five micrograms per deciliter in 2021. Child find outreach funding allocations are based on 2022 Early Intervention referral data. Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). If the federal notice of award is not available prior to the posting of this Agreement on OhioEarlyIntervention.org, DODD shall update Addendum A and disseminate the information via email to the

designated agency for early intervention Fiscal Contact as provided for in this Agreement and Addendum B (EI Service Coordination Contact Sheet).

In addition to grant funds allocated using the formula described in this section, the Department reserves the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement in order to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum E). Addendum E identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional requirements related to the supplemental funds. Should funding be reduced under section 1.8 of this agreement, Subrecipient shall use this form to identify revised budget category amounts in GMS. Subrecipients shall budget and report spending of supplemental funds in DODD's Grant Management System (GMS) in accordance with section 1.3 and 1.4 of this Agreement.

1.3 Grant Management System (GMS) Budget & Expense Report Requirements. Subrecipient shall prepare and submit a budget in GMS to support the activities provided for in Section 1.1 of this Agreement. Budgets must be approved by the Department prior to the release of grant funds. Subrecipient shall only request payment for incurred or paid expenses. The subrecipient shall submit an expense report for the Grant at least once every three months.

1.4 Payment of Funds. Subrecipient shall request Grant funds for incurred or paid expenses by submitting expense reports in GMS. If the Department rejects the expense report, the subrecipient may correct and resubmit the expense report immediately. If the Department approves the expense report, the subrecipient may not submit another expense report for 25 days past the submission date of the most recently approved invoice. The Department agrees to pay Subrecipient within thirty (30) days of receipt for expense reports approved by the Department. Subrecipient agrees that failure to submit expense reports or other documents required by this Agreement or requested by the Department in the timeframe required may result in reduced, forfeited, or delayed payment. The Department may also delay or deny payment of funds due to a failure to implement the programmatic requirements of this agreement. Payments shall not exceed the Subrecipient budget amount.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of \$25,000 per subcontract/subaward, previously charged indirect costs, and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from ODE by June 1, 2024. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2024. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Direct Costs. Direct costs for performing the objectives of this Grant shall be charged in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs meet the purpose of this grant as outlined in the grant agreement and:

- Are given consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally financed program in either the current or a prior period.
- Are adequately documented.
- Are reasonable.
- May be allocable. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the DODD Fixed Asset Schedule (Exhibit C), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

1.6 Security Status for GMS and EIDS. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the GMS User Guide (Exhibit E) for directions requesting access to GMS, assigning and managing user roles. Additional resources related to reviewing and managing the grant budget, submitting expense reports, and uploading support documentation will be provided to the Subrecipient notice contact in Section 6.1 and/or made available on DODD’s website.

Subrecipient shall ensure that the Early Intervention contract manager has an active system administrator account for the Early Intervention Data System (EIDS). Subrecipient agrees to input all required data in the EIDS within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit F (EIDS) of this agreement.

1.7 Federal Funds Requirements. The Parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management).

Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the "allow the selected record to be a public display record" feature in SAM. The Department will reference available UEI numbers for state fiscal year 2023 designated agencies for early intervention to validate SAM registrations for state fiscal year 2024. If the UEI or the designated agency for early intervention has changed since state fiscal year 2023, Subrecipient shall provide the Department with the UEI by emailing EI.Grants@dodd.ohio.gov.

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department's obligations under this Agreement expire. The Subrecipient shall hold DODD harmless for any reduction or elimination of Federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the Subrecipient shall immediately cease further expenditures under any Federal or state project.

1.9 Procurement & Subcontracts. Subrecipient must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.318- 200.320. The Subrecipient will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Subrecipient may enter into subcontracts to provide the activities for this Grant but is prohibited from subgranting any portion of this award. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed subcontract shall be uploaded to the contract section of the expense report in GMS as support documentation when requesting payment for a contract's expenses for the first time.

Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

1.10 Contract Manager Training Requirements. Subrecipient agrees to comply with the Early Intervention contract manager training requirements described in Addendum D.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2023 through June 30, 2024 and provides for a close out period through September 30, 2024, unless terminated prior thereto pursuant to this Section. August 30, 2024 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after June 30, 2024. Failure to submit expense reports, support documentation, programmatic reports, or other documents required by this Agreement or requested by DODD by the due dates outlined in this Agreement may result in reduced, forfeited, or delayed payment.

2.2 Termination. Except as permitted in Section 2.4 of this Agreement, either party may terminate this Agreement with or without cause upon sixty (60) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant funds. Subrecipient, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may reduce the Subrecipient's allocation and/or require Subrecipient to repay to the Department any or all of the Grant funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Subrecipient.

2.4 Change in Family and Children First Council's Designated Agency for Early Intervention. In the event the family and children first council's (FCFC) designated agency for early intervention changes during the term of this Agreement, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of the FCFC's designated agency for early intervention have been transferred. An Agreement will be issued to the new designated agency for the remaining grant period. FCFC council shall notify the Department within ten (10) days of a proposed change in agency.

2.5 Multi County Collaboration Agreements. Counties have the option to pool or aggregate allocations established in Section 1.2 of this Agreement.

- a. Annually, the Department shall provide a deadline for counties to inform the state Family and Children First Council Director of the intent to enter a multi-county collaboration. By the deadline established, counties intending to participate in a multi-county collaboration shall send an email notification to the state Family and Children First Director. The email shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocations, and the FCFC designated agency for early intervention for the lead county will act as Subrecipient for the aggregated funds. The Department shall load budgets in GMS accordingly.
- b. For counties participating in multi-county collaborations, the Department shall only enter into an Agreement with the FCFC designated agency for early intervention agency acting as Subrecipient for the aggregated funds.
- c. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC designated agency for early intervention agency for the lead county that will act as Subrecipient for the aggregated funds.
- d. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Department via email to EI.Grants@dodd.ohio.gov. The Department shall withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

Section 3 – Documentation Requirements

3.1 Agreement Documents. DODD shall transmit this Agreement, Exhibits, and Addenda to the Grantee signatory via the electronic signature solution, OneSpan. Grantee may complete and electronically sign the documents as required using OneSpan. DODD shall only accept electronic signatures provided in OneSpan. The Grantee signatory will receive a notification via email from OneSpan when a copy of the fully executed agreement is available for download. Access to the fully executed agreement within OneSpan will become unavailable after the issuance of a purchase order.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to EI.Grants@dodd.ohio.gov. When selecting this option, Subrecipient shall print the Agreement, Addenda C & E and sign them in ink. Subrecipient shall return all documents identified below as separate .pdf documents in one email with the subject line "County Name_Early Intervention Agency Name_Service Coordination Grant Agreement July 2023". Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. A copy of the fully executed agreement, addenda, and exhibits will be emailed to the Notice contacts identified in Section 6.1 of this Agreement.

3.2 GMS Budget Documents & Requirements. In accordance with Section 1.7 of this Agreement Subrecipient shall validate that FFATA information entered in GMS is valid and current before a budget is submitted in GMS.

The following documents shall be submitted to the Department via attachment in GMS when submitting the budget.

1) Indirect Costs:

- Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education (ODE). The documentation must show the approved or provisional Restricted Indirect Cost Rate. Subrecipients submitting a provisional letter with their budget must submit the final rate approval letter from ODE no later than June 1, 2024 in accordance with Section 1.5 of this Agreement.
- Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency and wish to budget for indirect costs must submit an indirect cost worksheet (Exhibit B).

2) Budget Justification: Directions for completing this document are included in the Budget Justification Instructions (Exhibit C).

- Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient's budget in GMS.

3) A completed EI Service Coordination Contact Sheet (Addendum B).

- EI Service Coordination Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient's budget in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, and service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR §303.302. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Department within five (5) business days and cooperate with any Department requests for information or onsite activities. Subrecipient agrees to implement the Department's Subrecipient-specific technical assistance plan (including completion of any training requirements or other required actions as part of the technical assistance plan).

3.4 Maintenance of Records. As required by GEPA and EDGAR for State-administered programs (in 34 CFR 76.730-731), the Subrecipient shall retain records related to Grant funds and compliance for a period of three years after the grant period.

2 CFR 200.334 requires subrecipient to keep financial records, supporting documents, statistical records and all other records of subrecipient that are pertinent to the federal award for a period of three years from the date of submission of the final expenditure report.

Section 443 of GEPA requires subrecipient to maintain documents, for a period of three years following the completion of the activities for which the Subrecipient uses the federal funding, which show:

- The amount of funds under the subgrant or grant.
- How the Subrecipient uses the funds.
- The total cost of the project.
- The share of that total cost provided from other sources

3.5 Accounting & Internal Controls. Subrecipient shall provide for the financial management requirements set forth in 2 CFR 200.302. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200. Subrecipients that are county boards of developmental disabilities shall appropriately report grant revenue and expenditures in the county board cost report.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Department and its agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor or Subrecipient receiving Grant Funds a provision authorizing the Department and

its agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. The commingling of Grant funds is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

3.8 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR 200.510(b), the Department may distribute disbursement information to the Subrecipient identifying the grant program as Early Intervention Service Coordination (EISC), the Assistance Listing Number, or ALN (formerly CFDA), the pass-through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through Ohio Pays. Questions about how to use the Ohio Pays portal should be directed to <https://ohiopays.ohio.gov/>.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR 200.332 and 34 CFR 303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR 303.1-303.734 and ORC 5123.02(F), 5123.024, and 5123.0421. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

- (a) Federal Fiscal Year (FFY) 23 Initial Program Report (due August 1, 2023): Using the FFY22 initial program report, Subrecipient shall report on any changes to its local protocols. Additionally, Subrecipient shall include information on equity and access to services in accordance with Section 427 of GEPA.
- (b) Technical Assistance and Training Plan Update. (due November 30, 2023): Subrecipient shall collaborate with the Department to review and update the county technical assistance and training plan.
- (c) Mid-Year Report (due February 29, 2024): Subrecipient shall submit a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate mid-year program report questions to subrecipients no later than January 29, 2024.
- (d) Final Report (due July 31, 2024): Subrecipient shall submit a final program report, including an updated EI Service Coordination Contact Sheet (Addendum B), a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate final program report questions no later than June 1, 2024.
- (e) Other Reporting: As lead agency, DODD may request information from the Subrecipient related to the Subrecipient's activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.

- (f) EI Service Coordination Contact Sheet (Addendum B): Subrecipients are required to submit a revised Addendum B to their assigned EI program consultant via email within 14 days of any personnel changes within these positions.

Section 4 –Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 5123-10-01, OAC 5123-10-02, OAC 5123-10-03, OAC 5123-10-04 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Subrecipient shall participate in training and technical assistance plans developed with Department program consultants. In the event monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Department may deny budgets and/or expense reports in GMS until the finding is sufficiently addressed. The Department may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The Parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Parties shall make a good faith effort to ensure that their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.3 Equal Employment. The Subrecipient, and any subcontractor, agrees that all services and facilities in the developmental disabilities programs for which State reimbursement funds are sought will be made available without discrimination on account of race, religion, color, sex, national origin, handicap, age, or inability to pay; and that no qualified person will be discriminated against on account of race, religion, color, sex, national origin, age, or handicap with respect to equal opportunities of employment by the applicant agency; and that no employee of the applicant agency will be discriminated against on account of race, religion, color, sex, national origin, age or handicap.

Subrecipient agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681- 1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).

4.4 Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum C) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip

for services provided in a natural environment, Subrecipients and their subcontracts may enter "El services provided in natural environments in [Enter County Name]".

4.5 Election Laws. The Subrecipient, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

4.6 Findings for Recovery. The Subrecipient, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of each exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The Parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any under this Agreement by the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. Subrecipient warrants it has the legal authority to receive the subaward and enter into this Agreement. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

4.12 Specific Conditions for Disclosing Federal Funding in Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipients shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

4.13 Prohibition of Texting While Driving. Subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

Addendum A - Award Information Allocation Table

Addendum A: Award Information for Early Intervention Service Coordination

Federal Award Identification: Part C of the Individuals with Disabilities Education Act (IDEA)

Federal Award Identification Numbers	H181A220024	TBD
Federal Award Date	7/1/2022	TBD
Amount of Federal Funds Obligated by this Action	TBD	TBD
Total Amount of the Federal Award (from USDOE)	\$16,542,472.00	TBD

Amount of Federal Funds Obligated by this Action: TBD. A revised Addendum A will be provided after DODD receives the award letter for the 7/1/2024 grant year.

Subaward Period of Performance: July 1, 2023 - June 30, 2024

Federal Award Project Description: Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families

Pass Through Entity Name & DUNS: The Ohio Department of Developmental Disabilities, DUNS 809550163, UEI K8MWUV7D8HZ4

Federal Awarding Agency: Office of Special Education Programs, Office of Special Education and Rehabilitative Services, U.S. Department of Education

Federal Agency Contact: Gregg Corr
Office of Special Education Programs, Department of Education
400 Maryland Avenue, SW, Washington, District of Columbia 20202

This Grant is not for R&D.
CFDA Name and Number: CFDA / ALN 84.181, Special Education Grants for Infants and Families

Subrecipient indirect costs shall be charged using a Restricted Indirect Cost Rate in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580 and in accordance with section 1.5 of the grant agreement. Subrecipients with a restricted indirect cost rate from the Ohio Department of Education shall use that rate. All others shall use the de minimis rate.

Addendum A - Award Information Allocation Table

Allocation
SFY:
(Includes Federal and State)

County	Allocation Base	NAS
Adams	\$83,604	\$3,002
Allen	\$354,252	\$12,720
Ashland	\$88,723	\$3,186
Ashtabula	\$185,070	\$6,645
Athens	\$93,551	\$3,359
Auglaize	\$168,899	\$6,065
Belmont	\$207,486	\$7,450
Brown	\$122,591	\$4,402
Butler	\$1,077,352	\$38,684
Carroll	\$52,110	\$1,871
Champaign	\$105,424	\$3,785
Clark	\$279,647	\$10,041
Clermont	\$565,074	\$20,290
Clinton	\$146,926	\$5,276
Columbiana	\$160,782	\$5,773
Coshocton	\$111,541	\$4,005
Crawford	\$116,328	\$4,177
Cuyahoga	\$3,026,228	\$108,663
Darke	\$165,784	\$5,953
Defiance	\$97,389	\$3,497
Delaware	\$600,344	\$21,556
Erie	\$186,369	\$6,692
Fairfield	\$479,690	\$17,224
Fayette	\$81,927	\$2,942
Franklin	\$2,844,676	\$102,143
Fulton	\$138,023	\$4,956
Gallia	\$69,440	\$2,493
Geauga	\$193,848	\$6,960
Greene	\$477,369	\$17,141
Guernsey	\$103,916	\$3,731
Hamilton	\$1,371,999	\$49,264
Hancock	\$244,438	\$8,777
Hardin	\$91,825	\$3,297
Harrison	\$50,294	\$1,806
Henry	\$113,631	\$4,080
Highland	\$127,514	\$4,579
Hocking	\$90,504	\$3,250
Holmes	\$88,329	\$3,172
Huron	\$180,776	\$6,491
Jackson	\$48,267	\$1,733
Jefferson	\$161,695	\$5,806
Knox	\$106,919	\$3,839
Lake	\$515,677	\$18,516
Lawrence	\$153,539	\$5,513
Licking	\$335,381	\$12,042
Logan	\$114,865	\$4,124
Lorain	\$753,719	\$27,064
Lucas	\$1,154,314	\$41,448
Madison	\$91,601	\$3,289
Mahoning	\$510,152	\$18,318
Marion	\$110,072	\$3,952
Medina	\$432,940	\$15,545
Meigs	\$48,273	\$1,733
Mercer	\$164,481	\$5,906
Miami	\$349,092	\$12,535
Monroe	\$48,267	\$1,733
Montgomery	\$1,232,366	\$44,250
Morgan	\$48,267	\$1,733
Morrow	\$67,467	\$2,422
Muskingum	\$201,140	\$7,222
Noble	\$48,267	\$1,733
Ottawa	\$80,002	\$2,873
Paulding	\$63,765	\$2,290
Perry	\$88,369	\$3,173
Pickaway	\$166,874	\$5,992
Pike	\$73,623	\$2,644
Portage	\$338,540	\$12,156
Preble	\$80,499	\$2,890
Putnam	\$106,454	\$3,822
Richland	\$233,431	\$8,382
Ross	\$101,946	\$3,661
Sandusky	\$152,160	\$5,464
Scioto	\$187,024	\$6,715
Seneca	\$139,801	\$5,020
Shelby	\$192,286	\$6,904
Stark	\$848,196	\$30,456
Summit	\$1,124,193	\$40,366
Trumbull	\$318,137	\$11,423
Tuscarawas	\$203,359	\$7,302
Union	\$194,562	\$6,986
Van Wert	\$109,935	\$3,947
Vinton	\$48,267	\$1,733
Warren	\$639,567	\$22,965
Washington	\$178,437	\$6,407
Wayne	\$264,667	\$9,503
Williams	\$88,042	\$3,161
Wood	\$339,168	\$12,178
Wyandot	\$48,267	\$1,733
Statewide	\$27,850,005	\$1,000,000

**STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D**

Governing the Expenditure of Public Funds on Offshore Services & Response to Russia's Unjust War

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

_____ (Address)	_____ (City, State, Zip)
--------------------	-----------------------------

Name/Principal location of business of subcontractor(s):

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

2. Location(s) where services will be performed by Contractor:

_____ (Address)	_____ (City, State, Zip)
--------------------	-----------------------------

Name/Location where services will be performed by subcontractor(s):

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

3. Location where state data will be located, by Contractor:

_____ (Address)	_____ (City, State, Zip)
--------------------	-----------------------------

Name/Location(s) where state data will be located by subcontractor(s):

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

_____ (Name)	_____ (Address, City, State, Zip)
-----------------	--------------------------------------

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D & 2022-02D

Contractor also affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or subcontractors before, during, and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside of the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the Department and is incorporated therein.

By: _____

Print Name: _____

Title: _____

Date: _____

Addendum D – Contract Manager Training & Attestation

EI Contract Manager Training

In order to ensure high quality service coordination and consistency with state and federal rules and best practices, a certain minimum knowledge is necessary for leaders of local EI programs. To this end, DODD is requiring foundational training for EI contract managers. These trainings, in all or in part, are already requirements for EI service coordinators, EI service coordinator supervisors, and EI service providers under contract with DODD. If an EI contract manager has documentation of having completed any of these trainings in the past, it is not necessary to complete the training again.

No later than December 31, 2023, every EI contract manager must complete the following trainings and submit documentation to their EI program consultant:

- Introduction to EI: (EI-064)
- Forms Overview (EI-065)
- Procedural Safeguards (EI-066)
- Mission and Key Principles (EI-068)
- Service Coordination Duties and Process (EI-070)
- The IFSP Process (EI-076)

Any contract manager hired after July 1, 2023, must complete the above six trainings within six months of the hire date.

No later than June 30, 2024, every EI contract manager must complete the following trainings and submit documentation to their EI program consultant:

- Mandated Reporting of Child Abuse and Neglect (EI-067)
- Primary Service Approach (EI-074)
- Natural Learning Environments (EI-075)
- EI Eligibility Training (in development)

Any contract manager hired after July 1, 2023 must complete the above three trainings within one year of their hire date.

DODD may also require EI contract managers to participate in trainings related to revised EI rules and forms that are scheduled to be implemented on or after July 1, 2024. DODD will communicate any required training related to the revised rules and forms at least 30 days prior to implementing the requirement.

All trainings other than the EI Eligibility training are self-paced and accessible in DODD's MyLearning.

EI Contract Manager Attestation

The designated agency for early intervention has selected Tiffany Wilson to serve as the EI contract manager. The designated agency and EI contract manager agree that the EI contract manager will oversee and monitor the implementation of the activities outlined in this agreement and compliance with relevant state and federal laws and regulations, including, but not limited to the following activities:

- Serve as the primary point of contact with the Department for activities related to this agreement and make timely response to Department requests for information
- Report regularly to the relevant local Family and Children First Council(s) regarding the local EI system, including at the direction of the Department and using a department-provided reporting template
- Collaborate with the Department in the creation and implementation of any relevant technical assistance and training plan
- Ensure expenditure reports are submitted to the Department consistent with the requirements of this agreement
- Ensure robust monitoring and oversight of all relevant state and federal laws and regulations occurs, including, but not limited to, federal compliance indicators, credential/certification/licensure of personnel performing activities under this agreement, and parent rights and procedural safeguards



EI Contract Manager Signature

05/25/2023

Date

Designated agency for EI representative

Date

Addendum E – Supplemental Funding Amendment

This amendment adjusts the Subrecipient's allocation for the Early Intervention Service Coordination grant beginning July 1, 2023. Additional funds are issued per Section 1.2 of the Agreement between the Subrecipient (Family and Children First Council's designated agency for Early Intervention) and the Department (the Ohio Department of Developmental Disabilities).

Upon full execution of this amendment, the Subrecipient shall submit a budget modification request in GMS. Once the request is approved by the Department, Subrecipient shall enter budget category amounts that match below and submit the budget for approval in GMS.

In WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, this is effective upon full execution by both parties. All other terms remain in effect.

Total Budget (Revised)	\$
Please allocate the total revised budget amount (indicated above) among GMS budget categories identified below	
Personnel	\$
Contracts	\$
Other Direct Costs	\$
Equipment	\$
Indirect Costs	\$

Name (Printed) _____

Title _____

County / Counties _____

Designated Agency for EI _____

Signature _____ Date _____

Diane Fox
Ohio Department of Developmental Disabilities
Deputy Director

Signature _____ Date _____

Exhibit A – Allowable Costs

The purpose of this exhibit is to:

- 1) Provide further guidance on the allowable costs for this grant.
- 2) Define the budget and expenditure categories available for reporting allowable direct costs in the Grant Management System (GMS).

Allowable Costs

Indirect Costs

USDOE requires grants with a no supplant provision, such as Part C (34 CFR 303.225c) to follow specific regulations for indirect costs, which are contained in EDGAR 34 CFR 76.560-76.580. Subrecipients choosing to charge indirect costs to this grant shall follow Section 1.5 of the Agreement.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of \$25,000 per subcontract/subaward, previously charged indirect costs and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from ODE by June 1, 2023. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2023. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.2 of the Agreement.

Direct Costs

Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination as defined in 34 CFR 303.34, evaluation and assessment as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Direct costs for providing these services shall be charged in accordance with Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs:

- 1) Meet the purpose of this grant as outlined in the grant agreement.

- 2) Are given consistent treatment. (A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.)
- 3) Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally-financed program in either the current or a prior period.
- 4) Are adequately documented.
- 5) Are reasonable.

Allowable costs may be allocable:

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the DODD Fixed Asset Schedule (Exhibit C), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

Allowable Direct Cost Examples

Uniform Guidance Section	Uniform Guidance Section Title	Applicable GMS Expense Category	Examples
200.421	Advertising	Other	Recruitment or procurement, such as running an ad to hire a service coordinator or evaluator. Advertising for the purpose of child find is allowable. Advertising for the purpose of central coordination activities is unallowable.
200.430	Compensation -Personal Services	Personnel	Salary
200.431	Compensation -Fringe Benefits	Personnel	Health Insurance
200.432	Conferences	Other	Conference fees for grant related professional development
200.439	Equipment	Equipment	Surface Pro with unit cost >\$1000
200.452	Maintenance and repair costs	Other	Repairs to a grant funded Surface Pro
200.453	Materials and supplies costs, including costs of computing devices	Supplies	Paper, booklets, iPads, laptops, where per unit cost is <\$1000, Battelle and Bayley evaluation materials
200.454	Memberships, subscriptions and professional activity costs	Other	Professional certifications such as Division of Early Childhood, Infant & Child Journals, Battelle and Bayley subscriptions
200.456	Participant Support Costs	Client Expense	Transportation cost for family to see an audiologist
200.459	Professional Service Costs	Contracts	Service coordination contracts, interpreters to support the provision of the services provided in accordance with this Agreement
200.461	Publication and printing costs	Supplies	Printing
200.463	Recruiting Costs	Other	Advertisement to recruit staff
200.471	Telecommunication costs and video surveillance Exceptions to these allowable costs are found in 2 CFR 200.216	Utilities/ Phone Service	Phones, internet & cell phone service
200.473	Training and education costs	Training	Dr. Solomon's P.L.A.Y training
200.474	Transportation costs	Supplies	Stamps, FedEx, USPS services
200.475	Travel costs	Travel	Mileage, transportation, lodging, meal per diem for employees

Note on the purchase of mobile apps: The purchase of mobile apps is allowable if it meets the purpose of the grant as outlined in the grant agreement. Subrecipients choosing to use a gift card (ex. iTunes) to purchase apps shall not charge the purchase of the *gift card* to the grant and shall only charge the grant once the purchase of the app. The receipt from the app purchase shall be maintained as support documentation for the purchase.

Exhibit B - Indirect Cost Worksheet

DODD EI Service Coordination Grant Agreement 7.1.23

Please refer to EDGAR 34 CFR 76.560-76.580 for detailed guidance.

County & Admin Agency Name	
Indirect Rate	8.00%

Personnel	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect	**Only enter direct personnel costs incurred by the admin agency
Grant-funded salary & fringe costs for all employees**		-	-	
Total	-	-	-	

Contracts	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect	The indirect rate may only be charged against the first \$25,000 of each subcontract.
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
XXXX		-	-	
Total	-	-	-	

Other Direct Costs	Estimated Program Cost	Est. Program Cost * Indirect Rate %	Estimated Allowable Indirect
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
XXXX		-	-
Total	-	-	-

Equipment In accordance with EDGAR, it is not allowable to charge indirect costs against capital expenditures, which includes equipment.

Grand Total	-	-	-
--------------------	---	---	---

Exhibit C - Budget Justification

The July 2023 – June 2024 (SFY24) Early Intervention Service Coordination agreement supports the provision of service coordination services, evaluation, assessment, and local child find outreach, as well as oversight and supervision of these activities.

All subrecipients are required to submit a budget justification with their budget request in GMS.

Important reminders:

- This document is intended to be completed by the **FCFC's designated agency for early intervention**.
 - Personnel, Equipment, Indirect Costs & Other Direct Cost categories are intended for the designated agency for early intervention use only.
 - All contracted costs should be reported in the Contract category.
- The submitted document should not exceed five pages.
- If answering for multiple counties, subrecipients may combine information across counties or break out separately depending on what makes the most sense for the local structure and circumstance.
- If choosing to budget for indirect costs, additional documentation is required. Please see Section 3.2 of the grant agreement.

By expense category (e.g., personnel, contracts, other direct costs), identify the estimated amount budgeted. Provide a brief narrative that breaks down the estimated costs. The categories identified in this document should align with the budget categories in GMS. Include the budgeted amount and how those funds will be used to support high quality EI service coordination, evaluations, assessments, local outreach, and supervision and oversight of these activities, to families in accordance with all applicable federal and state regulations.

Budget category totals approved in GMS are considered the final category totals, regardless of other documentation submitted. If the difference is insignificant (for example, less than \$1,000), an updated Exhibit C document doesn't need to be uploaded to GMS.

If the difference between a budget category total in GMS and the budget category total in Exhibit C is significant (for example, greater than \$1,000) – DODD will deny the budget submission. Subrecipients may either upload a revised Exhibit C document or adjust the budget category totals in GMS when resubmitting the budget. DODD reserves the right to request additional information as part of the budget review process. This also applies to budget modification and budget amendment requests submitted throughout the fiscal year.

Budget

Total Budget Amount: <i>Enter amount here.</i>
Personnel (Designated agency for early intervention): <i>Please include a brief narrative of estimated costs (if applicable)</i> FACFC Personnel: <u>Amount requested is \$84,515.91</u> The Fairfield County FACFC has oversight of EI in Fairfield County. FACFC employs a .70 FTE contract manager under the supervision of the executive director to manage contracted services, ensuring compliance with applicable Federal Part C and state DODD EI policies. The contract manager participates in EI staff meetings of Lancaster-Fairfield Community Action Agency (LFCAA), the agency contracted for service coordination, and meets bi-weekly with the EISC Supervisor and EISCs for the purpose of following through with technical assistance, program management, compliance monitoring, peer support and caseload management. The contract manager conducts ongoing reviews of each EISC's files. The contract manager also participates in the Primary Service Providers' (PSPs) weekly meetings, including Fairfield County Board of Developmental Disabilities staff and other EI providers. The Contract Manager is credentialed as an EI Service Coordination Supervisor. This line item will also support the Executive Director / Fiscal Director at .20 FTE who has daily oversight of the contract manager, is responsible for ensuring compliance with grant terms and conditions, informing community partners and FACFC Executive Committee of fiscal and programmatic updates, participation in EI system meetings with partners/contracting agencies and other program events, and supports collaboration within the county systems for families and children. This position also is responsible for audit compliance, accounts receivable and accounts payable, budgeting and entering financial information into EIGS.
Contract (All Contracted costs): <i>Please include a brief narrative of estimated costs (if applicable).</i> LFCAA Contract: <u>Budget amount is \$432,033.00.</u> The Fairfield County Board of Commissioners and the FACF Council will enter into a contract with Lancaster-Fairfield Community Action Agency (LFCAA) for implementation Early Intervention Service Coordination and Child Find Outreach activities at the direct-service level. The Board of Commissioners serves as the Administrative Agent for the FACFC. Under the terms and conditions of this agreement, LFCAA agrees to comply with all terms of the Grant and to provide all required reporting statements to the FACFC and the Ohio Department of Developmental Disabilities – HMG EI. LFCAA employs staff with the required credentials for EISC and has extensive outreach experience with the targeted

population for the program to deliver high quality EI service coordination and outreach activities. EI Staff members of LFCAA are listed on Addendum B.

LFCAA Personnel and Admin Costs: Budget amount is \$350,447.00.

This supports wage and fringe for four full-time EISCs, .50 FTE EISC Supervisor, .1 FTE EISC Supervisor/Manager, .1 FTE Intake Specialist, and admin costs. These staff members will implement EI at the direct-service level.

LFCAA Equipment: N/A

LFCAA Other Direct Cost total is \$41,836 detailed as follows:

- **LFCAA Mileage** - This cost represents the EISC staff in-state travel costs for mileage reimbursement at the state approved OBM mileage rate. The purpose of these funds will be to reimburse EI staff for travel related to provision of EI service coordination and meetings at locations outside of the agency's office.
Direct cost amount - \$7,337 (12,650 miles x .58 cents)
- **EI Supplies/ Staff Development** - This cost represents registration costs for participation in any appropriate training activities to support the implementation of early intervention and supplies directly related in the implementation of the Early Intervention program including service coordination services, evaluation, assessment, local child find outreach.
Direct cost amount \$10,769
- **LFCAA Program Materials and Other Direct Costs for Program Implementation** - This line item includes the cost to mechanically produce copies needed for the EI program, postage, and telecommunications. **Direct cost amount: \$7,207**
- **LFCAA Facilities** - This line item rent for the space necessary for staff to implement EI services and required liability insurance. **Direct cost amount: \$16,523**

LFCAA Evaluation Services by Subcontract -- \$39,750.00

This amount represents provision of approximately 485 EI evaluations that would need to be conducted outside of the evaluations provided in-kind by the Fairfield Board of Developmental Disabilities, such as certain medical and mental health evaluations. This line item also includes interpreter services.

Equipment (Designated agency for early intervention):

Please include a brief narrative of estimated costs (if applicable).

FACF Equipment: N/A

Other Direct Costs (Designated agency for early intervention):

Please include a brief narrative of estimated costs (if applicable).

FACFC Other Direct Cost Amount requested is \$3,367.09 detailed as follows:

- **FACFC Training/ Staff Development** - This cost represents registration costs for participation in early intervention professional development. **Direct cost amount: \$300**
- **FACFC Supplies** - Office supplies needed for general operation of the program such as binder clips, copy paper, highlighters, labels, markers, pens, portfolios, pencils, message pads, rubber bands, staplers, binders, file folders, tape, computer accessories, power cords and desk trays. Supply cost is derived annually by a review of prior years' expenses, current inventory. Office supplies are purchased from a variety of vendors depending upon cost and quality. All purchased supplies will be used directly by the Early Intervention program for operations. This line item includes direct charges to EI for the cost to mechanically produce in large quantities reports related to the program compliance (e.g., Early Track reports, 45-day timeline, TRS, 30-day compliance reports for analysis and reporting purposes, training documents). This represents the number of copies estimated based on previous years totals and planned projects for the current year (approximately 1,315 copies per year @.532 per copy). These costs are based on expenditures from previous years. **Direct cost amount: \$2,767.09**
- **FACFC Mileage** - This cost represents the EI Contract Manager's in-state travel costs for mileage reimbursement at the approved OBM mileage rate. The purpose of these funds will be to reimburse the Contract Manager for travel related to EI including mileage to trainings, monitoring visits to sub-contracted agency, and meetings at locations outside of the agency's office. Travel costs represent an estimate. **Direct cost amount: \$300**

Indirect Costs (Designated agency for early intervention):

Please include a brief narrative of estimated costs (if applicable).

Not applicable.

Exhibit C - DODD Fixed Asset Schedule

DODD Early Intervention Service Coordination Grant Agreement



Department of Developmental Disabilities
Division of Information Technology Services

Mike DeWine, Governor
Kim Hauck, Director

Grant Management System Grantee Setup & User Guide

April 6, 2022

**Department of Developmental Disabilities
Division of Information Technology Services**

30 East Broad Street, 12th Floor
Columbus, Ohio 43215



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Creating a GMS Role Profile

In this section, we will create a new GMS role for your profile. To create a new OH|ID account, follow the [OHID Login Guide](#). The external roles for GMS are **Preparer**, **Submitter**, and **Reviewer**.



Once you have created GMS roles you will need to login with the associated OH|ID. If you already have your GMS roles created, you can skip to the [GMS Access – Frequently Asked Questions](#) section.

Preparer & Submitter Roles

1. In your browser, enter <https://dodd.ohio.gov> and log in with your OH|ID Username & Password. Click **Log in**.

2. If you do not have an OH|ID follow the [OH|ID Login Guide](#).
3. After logging in, you will see a menu of available accounts under your OH|ID. Click the **Create an additional New Profile** and click **CONTINUE**.

Ohio | Department of Developmental Disabilities

Welcome DYNCLDTEST, Peter !!

Please select following option to proceed:

- ☐ Continue with Logged in User Profile
[Account Type: DODD, Role: Foundation]
- ☐ Go To My Learning
- ☒ Create an additional New Profile

CONTINUE

If you have any questions or comments regarding your request, please contact our ITS Call Center for assistance.
Email: ITSCallCenter@dodd.ohio.gov, Phone: 1-800-617-6733 (Toll Free) between 8:00 a.m. and 4:00 p.m. Select Option 4.

4. Click the **I need access to the Grant Management System (GMS)** radio button and click **NEXT**.

Welcome GMS, Pete !!

Please choose your profile:

- ☐ Go To My Learning
- ☐ I want to be a DODD Provider
- ☐ I want to be a Billing Agent
- ☐ I want to be a County Board Worker
- ☐ I want to be a subrecipient of early intervention grant dollars and need access to EIGS
- ☐ I work for the Ohio Department of Developmental Disabilities (DODD)
- ☐ I work for an Ohio Council of Governments (COG)
- ☐ I work for the Ohio Department of Health
- ☐ I need access to the Early Intervention Data System (EIDS)
- ☐ I work for Ohio Developmental Centers (DCs)
- ☐ I need Secretary access to the Medication Administration Information System (MAIS)
- ☐ I want to be a certified RN Trainer and will need access to Medication Administration Information System (MAIS)
- ☒ I need access to the Grant Management System (GMS)

BACK **NEXT**



You must provide a supplier ID to request a **GMS_Preparer** or **GMS_Submitter** role. If you do not know which supplier ID to use, please reach out to your organization.

- Enter the 10-digit **Supplier ID** in the text box and hit **Search**. You will see the list of search results with **Name/County** and **Address** information.



Supplier ID is a 10-digit number (Per OAKS system). Please prefix 00000 before numbers. For example, supplier ID for ADAMS county is 56160 but I have entered 0000056160 in the search box.

Ohio | Department of Developmental Disabilities

Welcome **GMS, Pete !!**

You informed us that you need access to the **Grant Management System (GMS)** & have Supplier ID.

Enter Supplier ID :

	County / Name	Address
<input type="radio"/>	ADAMS	PROSECUTORS OFFICE, 110 W MAIN ST, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	TREASURERS OFFICE, 110 W MAIN ST, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	CLERK OF COURTS, 110 W MAIN ST, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	COMMISSIONERS, 215 N CROSS ST RM 102, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	HEALTH DEPT, 923 SUNRISE AVE, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	JOB & FAMILY SERVICES, PO BOX 386, WEST UNION, OH, 45693-0386
<input type="radio"/>	ADAMS	JOB & FAMILY SERVICES, 482 RICE DR, WEST UNION, OH, 45693
<input type="radio"/>	ADAMS	BOARD OF DEVELOPMENTAL DISABILITIES, 482 RICE DR, WEST UNION, OH, 45693

If you have any questions or comments regarding your request, please contact our ITS Call Center for assistance.
Email: ITSCallCenter@dodd.ohio.gov, Phone: 1-800-617-6733 (Toll Free) between 8.00 a.m. and 4.00 p.m. Select Option 4.

- Select the Organization/County with address info you want and click **NEXT**.

7. Choose your role from the drop-down menu. Click **NEXT**.

The screenshot shows a web form for the Ohio Department of Developmental Disabilities. At the top left is the Ohio logo and the department name. Below this, it says 'Welcome GMS, Pete !!'. The next line states 'You informed us that you need access to the Grant Management System (GMS)'. Then, it shows 'You selected affiliation as, ADAMS @ BOARD OF DEVELOPMENTAL DISABILITIES, 482 RICE DR, WEST UNION, OH, 45693'. The main section is titled 'Select your primary job function' and contains a dropdown menu with 'GMS_Preparer' selected. At the bottom, there are two red buttons: 'BACK' on the left and 'NEXT' on the right. A footer section contains contact information for the ITS Call Center.

Ohio | Department of Developmental Disabilities

Welcome GMS, Pete !!

You informed us that you need access to the Grant Management System (GMS)

You selected affiliation as, ADAMS @ BOARD OF DEVELOPMENTAL DISABILITIES, 482 RICE DR, WEST UNION, OH, 45693

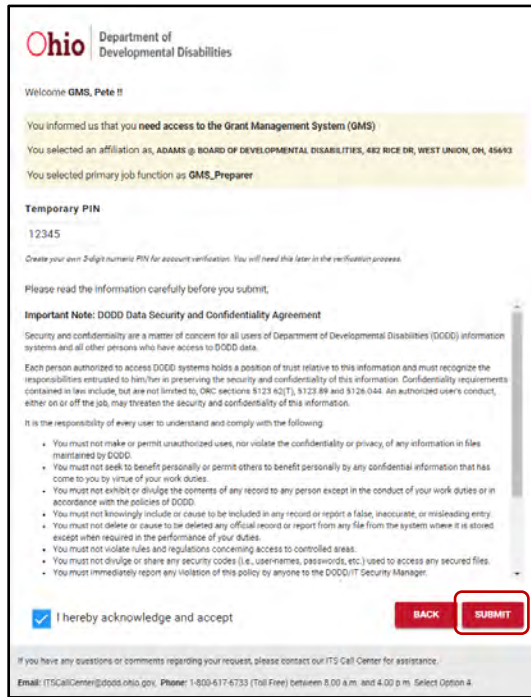
Select your primary job function

GMS_Preparer ▼

BACK NEXT

If you have any questions or comments regarding your request, please contact our ITS Call Center for assistance.
Email: ITSCallCenter@dodd.ohio.gov, Phone: 1-800-617-6733 (Toll Free) between 8.00 a.m. and 4.00 p.m. Select Option 4.

8. Enter the PIN you have created, check **I hereby acknowledge and accept**, and click **SUBMIT**.



Ohio Department of Developmental Disabilities

Welcome GMS, Pete !!

You informed us that you need access to the Grant Management System (GMS)

You selected an affiliation as: ADAMS @ BOARD OF DEVELOPMENTAL DISABILITIES, 482 RICE DR, WEST UNION, OH, 45693

You selected primary job function as: GMS_Preparer

Temporary PIN

12345

Create your own 2-digit numeric PIN for account verification. You will need this later in the verification process.

Please read the information carefully before you submit.

Important Note: DODD Data Security and Confidentiality Agreement

Security and confidentiality are a matter of concern for all users of Department of Developmental Disabilities (DODD) information systems and all other persons who have access to DODD data.

Each person authorized to access DODD systems holds a position of trust relative to this information and must recognize the responsibilities entrusted to him/her in preserving the security and confidentiality of this information. Confidentiality requirements contained in law include, but are not limited to, OBC sections 5123.43(7), 5123.86 and 5129.044. An authorized user's conduct, either on or off the job, may threaten the security and confidentiality of this information.

It is the responsibility of every user to understand and comply with the following:

- You must not make or permit unauthorized uses, nor violate the confidentiality or privacy, of any information in files maintained by DODD.
- You must not seek to benefit personally or permit others to benefit personally by any confidential information that has come to you by virtue of your work duties.
- You must not exhibit or divulge the contents of any record to any person except in the conduct of your work duties or in accordance with the policies of DODD.
- You must not knowingly include or cause to be included in any record or report a false, inaccurate, or misleading entry.
- You must not delete or cause to be deleted any official record or report from any file from the system where it is stored except when required in the performance of your duties.
- You must not violate rules and regulations concerning access to controlled areas.
- You must not divulge or share any security codes (i.e., usernames, passwords, etc.) used to access any secured files.
- You must immediately report any violation of this policy by anyone to the DODD IT Security Manager.

☒ I hereby acknowledge and accept

BACK **SUBMIT**

If you have any questions or comments regarding your request, please contact our ITS Call Center for assistance.

Email: ITSCallCenter@dodd.ohio.gov Phone: 1-800-617-6733 (Toll Free) between 8:00 a.m. and 4:00 p.m. Select Option 4.

9. A confirmation screen will appear. Verify the information, then click **CONTINUE**.



Ohio Department of Developmental Disabilities

Welcome KOPTest, DODDtest !!

Thank you for submitting your account to register with us. You will receive an email shortly that will guide you through the next step. If this process requires an approval you would be notified.

You informed us that you County Board Worker

You selected an affiliation as: Allen County

You selected primary job function as: Foundation

You created temporary PIN as: 12345

If you do not see the email in your inbox, please check your spam or junk folder as it may have found its way there in error. If you find it please be sure to identify the email as "not junk" non-spam email. You'll also want to add our email address to your safe sender list.

CONTINUE

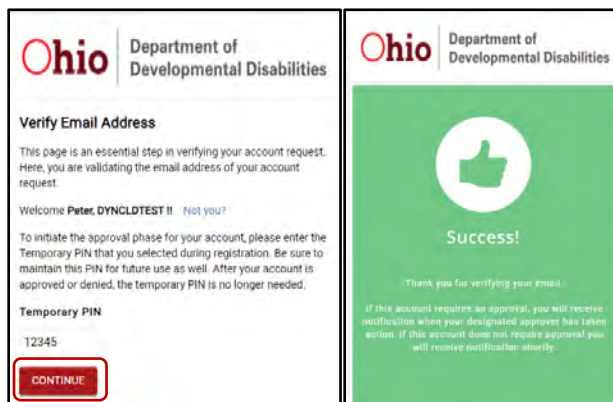
If you have any questions or comments regarding your request, please contact our ITS Call Center for assistance.

Email: ITSCallCenter@dodd.ohio.gov Phone: 1-800-617-6733 (Toll Free) between 8:00 a.m. and 4:00 p.m. Select Option 4.

10. You will receive a confirmation email which will include your temporary PIN. Click on the link in the email to verify your account.

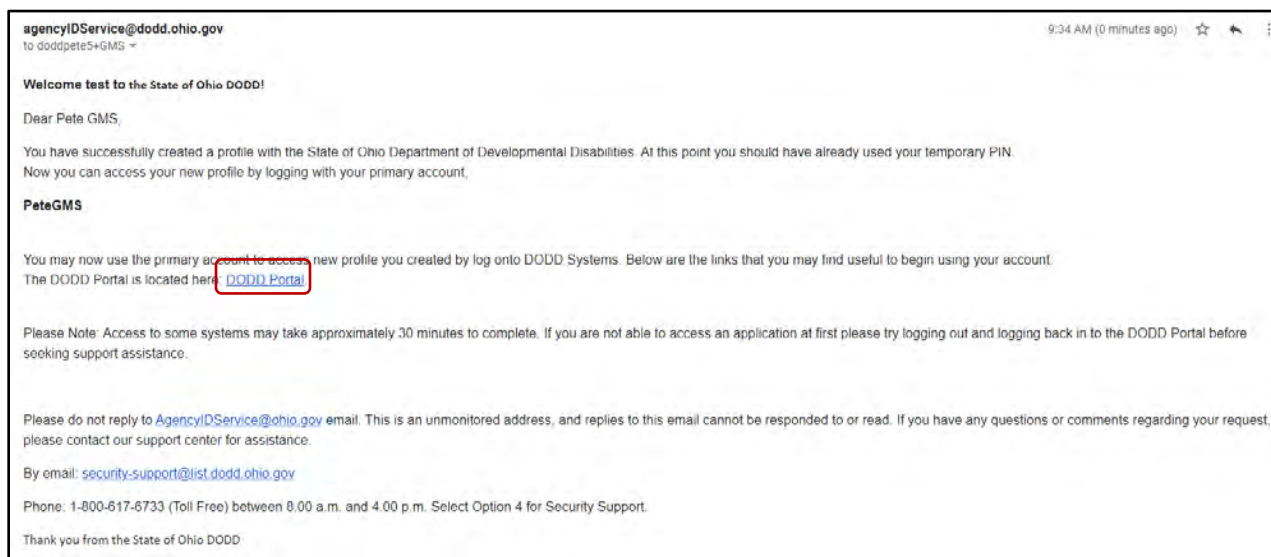


11. Enter the temporary PIN from the email and click **Continue**. The success message will be displayed.

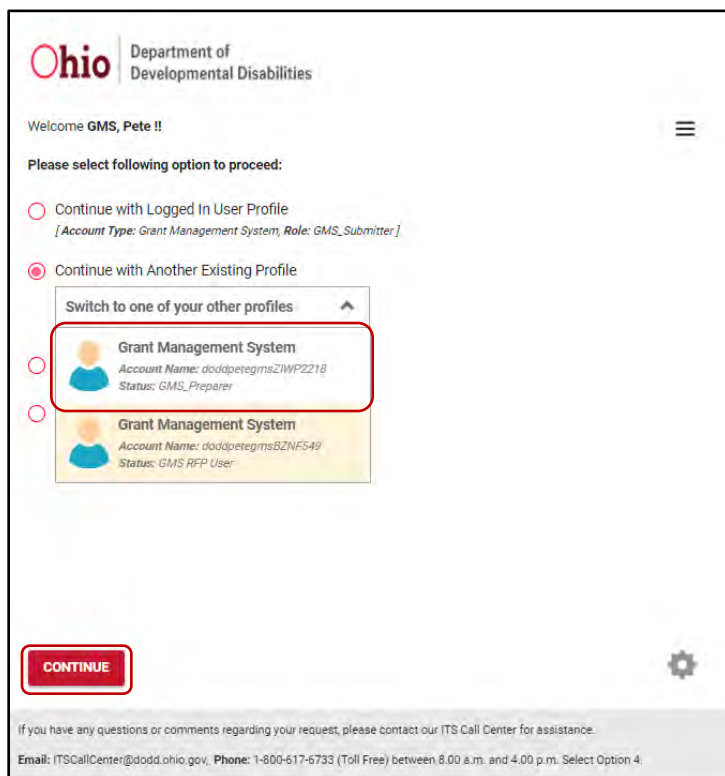


Close all open tabs and the browser window. You have completed the setup steps for creating a **GMS Preparer** or **Submitter**. Your account must now be approved. Once the request has been approved, you will receive an email from AgencyIdService@ohio.gov indicating that an account is ready for use.

12. You will receive another email letting you know your role is ready to be used. Click the **DODD Portal** link to open the portal as your **Preparer** or **Submitter**.



13. Enter your OH|ID and you will be given an option to select the profile you have created from the list. Choose the **GMS_Preparrer** or **GMS_Submitter** role. Click **CONTINUE**.

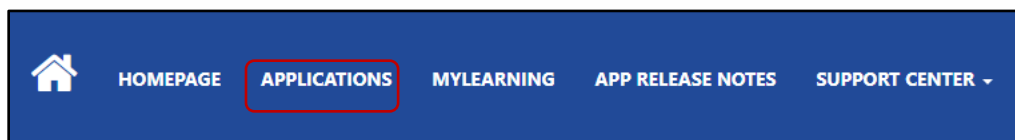


Division of Information Technology Services

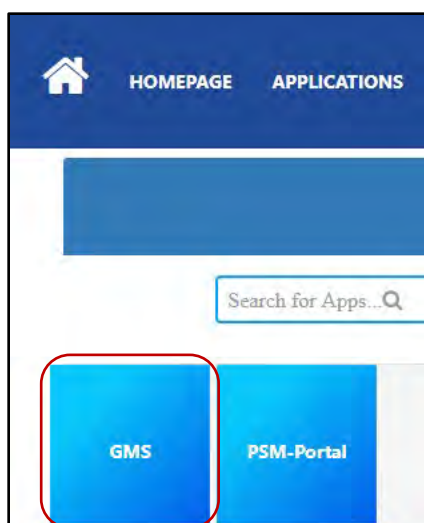
ITS Call Center 800.617.6733 option 4

itscallcenter@dodd.ohio.gov

14. When you see the DODD Application Portal, click **APPLICATIONS**.



15. Click the **GMS** tile to access the Grant Management System.



16. You should see the **Ohio Department of Developmental Disabilities – Grants Management System (GMS)** home page.



GMS Access - Frequently Asked Questions

If you cannot access GMS – please try the following solutions:

- Verify that you received an email from DODD IT stating that your DODD account has been created and/or that your role request has been approved
- Try ignoring the link from your automated email and logging in directly via the DODD website (same method as EIGS)
- Close existing tabs in a browser and start fresh
 - You need to exit out of ALL tabs in a browser (completely exit out of Chrome, etc.)
- Use an Incognito browser
- Once the GMS tile is visible, select a profile with the correct GMS role (preparer or submitter).
 - If you encounter multiple profiles – try each option if needed
 - Close existing tabs per the step above when trying a new profile


Single Sign-On Error

- If you continue to receive a single sign-on error after attempting the steps above, please copy & paste the URL and email to DODD grant staff

Unknown Issue

If you receive a different error message or none of the steps above work, please take a screenshot & email to DODD grant staff

Navigating the DODD Grants Management System (GMS)

The Grants Management System will display pending items for your review on the homepage. It will display information regarding Grant Projects assigned to you. The  icon will bring you back to the homepage.

Budget Records for Review


This section of the homepage will show Budget Records assigned to the Grantee user that are **Awarded With Conditions** status.

Budgets Home Page View

Budget ID	Budget Name	Grant Year	Status
BGT-00000185	ADAMS	2021	Awarded with conditions
BGT-00000208	ADAMS Title XX	2021	Awarded with conditions
BGT-00000017	Stroup Transportation-Budget-2024	2022	Awarded with conditions
BGT-00000018	Adams CBDD-Budget-2021	2022	Awarded with conditions

Expense Records for Review

This section of the homepage will show Expense Records assigned to the Grantee and includes **In Progress** budget records.

 **NOTE:** only five records will be displayed on the landing page. Click **View All** to view more.

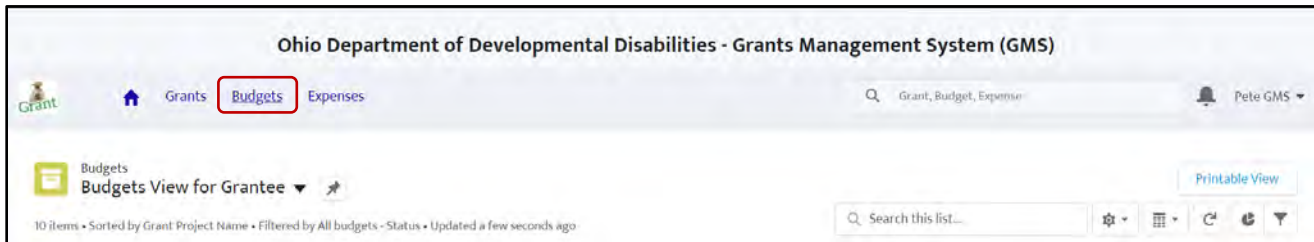
Expenses Home Page View

Expenses ID	Grant Year	Expense Status	Budget
EXPENSE-00015	2021	In Progress	BGT-00000043
EXPENSE-00029	2021	In Progress	BGT-00000105
EXPENSE-00088	2023	In Progress	BGT-00000015
EXPENSE-00089	2023	In Progress	BGT-00000012
EXPENSE-00091	2021	In Progress	BGT-00000106

[View All](#)

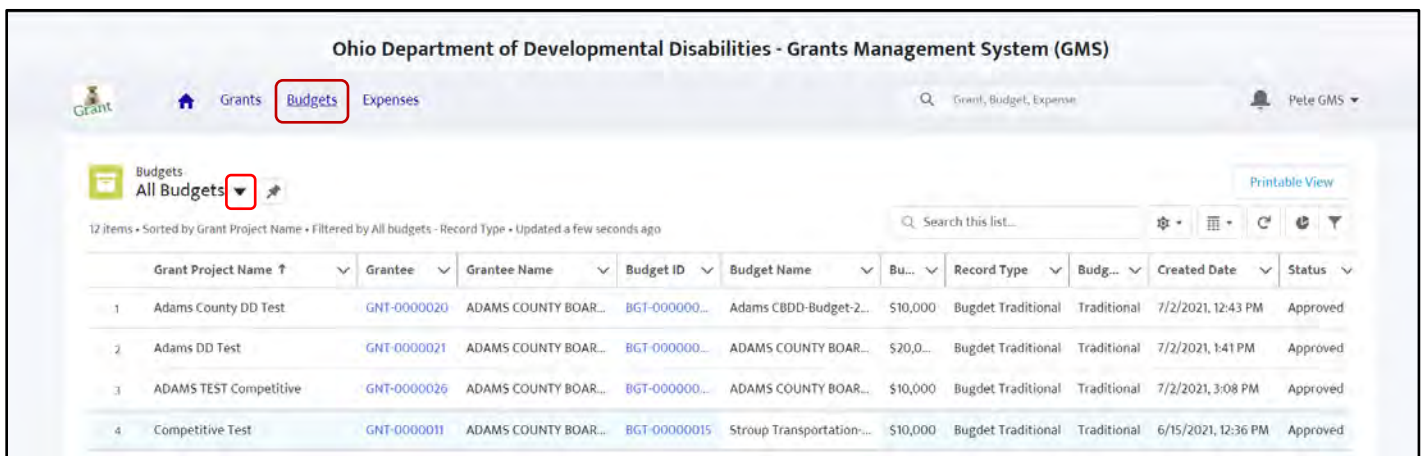
Accessing Budgets

Once a Grant Project is Approved and assigned to you as a Grantee, you will be able to find Budget Records associated with that Grant by selecting the Budgets Tab in GMS.

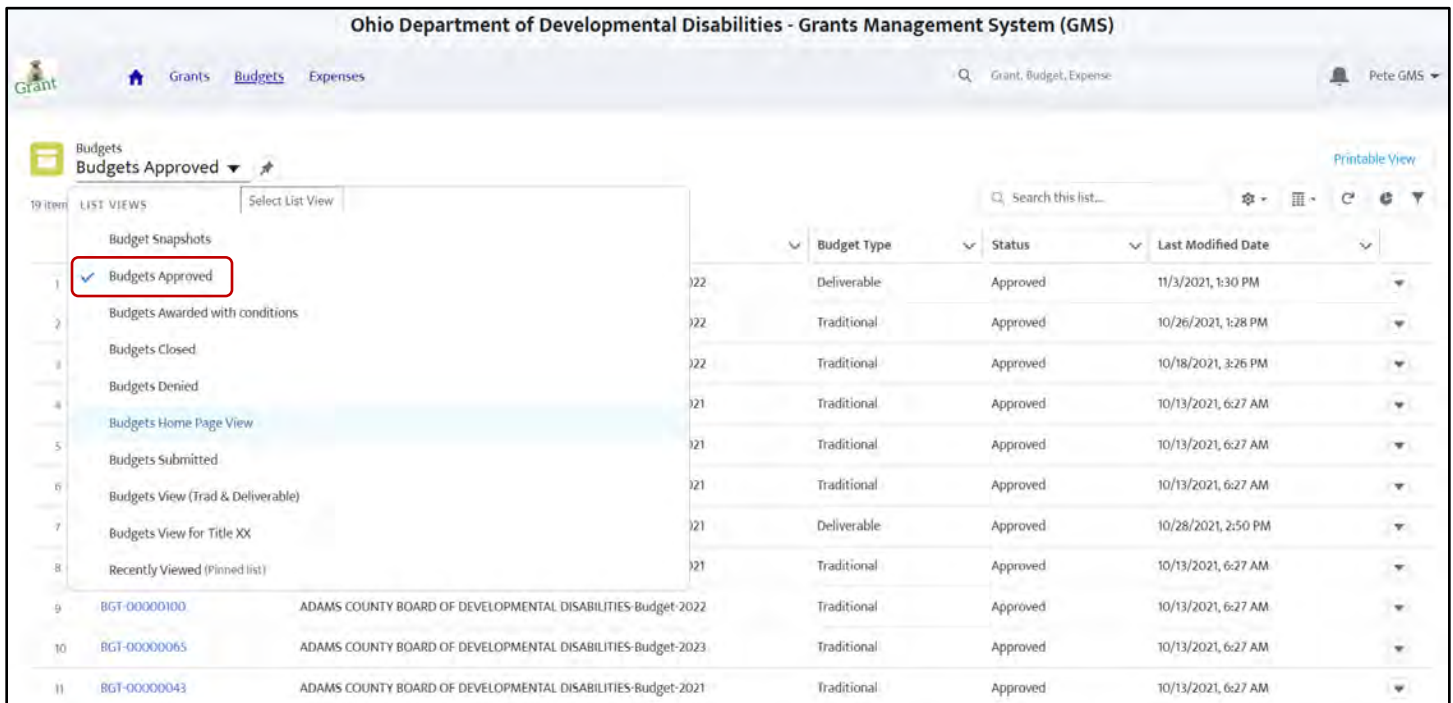


Budget Search

The **Budgets** tab will display budget records assigned to you.



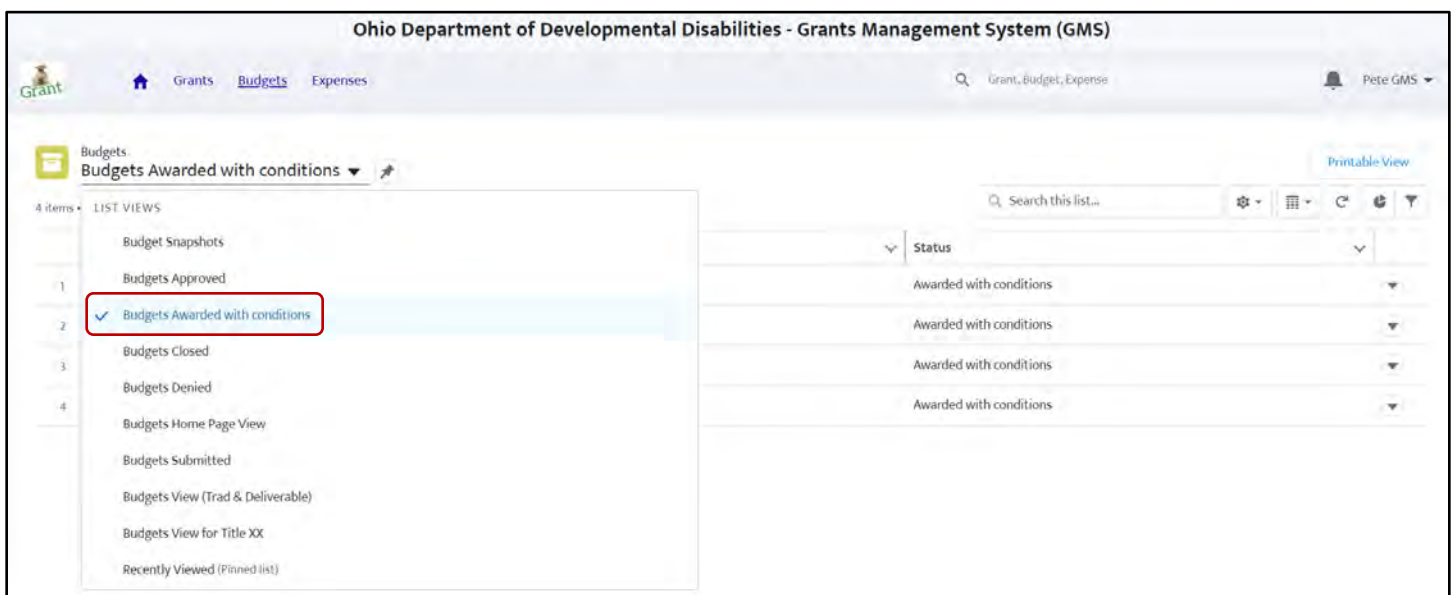
Click the arrow to see the available list views. These different views will filter your results and display applicable information. Select **Budgets Approved** to see a list of budget records for traditional and deliverable grants.



The screenshot shows the 'Ohio Department of Developmental Disabilities - Grants Management System (GMS)' interface. The 'Budgets' tab is selected, and the 'Budgets Approved' view is active. A dropdown menu for 'LIST VIEWS' is open, showing various options. The 'Budgets Approved' option is highlighted with a red box. The main table displays a list of budget records with columns for Budget ID, Budget Type, Status, and Last Modified Date.

Budget ID	Budget Type	Status	Last Modified Date
022	Deliverable	Approved	11/3/2021, 1:30 PM
022	Traditional	Approved	10/26/2021, 1:28 PM
022	Traditional	Approved	10/18/2021, 3:26 PM
021	Traditional	Approved	10/13/2021, 6:27 AM
021	Traditional	Approved	10/13/2021, 6:27 AM
021	Traditional	Approved	10/13/2021, 6:27 AM
021	Deliverable	Approved	10/28/2021, 2:50 PM
021	Traditional	Approved	10/13/2021, 6:27 AM
021	Traditional	Approved	10/13/2021, 6:27 AM
021	Traditional	Approved	10/13/2021, 6:27 AM

Select **Budgets Awarded with Conditions** to view records that require additional edits prior to submitting to DODD for approval.



The screenshot shows the 'Ohio Department of Developmental Disabilities - Grants Management System (GMS)' interface. The 'Budgets' tab is selected, and the 'Budgets Awarded with conditions' view is active. A dropdown menu for 'LIST VIEWS' is open, showing various options. The 'Budgets Awarded with conditions' option is highlighted with a red box. The main table displays a list of budget records with columns for Budget ID, Budget Type, Status, and Last Modified Date.

Budget ID	Budget Type	Status	Last Modified Date
022	Deliverable	Awarded with conditions	11/3/2021, 1:30 PM
022	Traditional	Awarded with conditions	10/26/2021, 1:28 PM
022	Traditional	Awarded with conditions	10/18/2021, 3:26 PM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM
021	Deliverable	Awarded with conditions	10/28/2021, 2:50 PM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM
021	Traditional	Awarded with conditions	10/13/2021, 6:27 AM



There are several list views to select on the Budgets tab. These views contain different information on budget records, grants and their status.

Budgets
Budgets View (Trad & Deliverable)

21 items • Sorted by Budget Type • Filtered by All budgets - Status, Budget Type • Updated 4 minutes ago

Search this list...

	Grant Project Name	Grantee	Budget ID	Budget Type	Status
1	Sole Source Deliverable Training	GNT-0000112	BGT-00000106	Deliverable	Approved
2	Deliverable Test	GNT-0000148	BGT-00000155	Deliverable	Submitted
3	Stroup Deliverable Grant	GNT-0000219	BGT-00000203	Deliverable	Awarded with conditions

Budget Records

Click on a **Budget ID** to view the budget record.

Budgets
Budgets View for Grantee


10 items • Sorted by Grant Project Name • Filtered by All budgets - Status • Updated a few seconds ago

Search this list...

	Grant Project Name	Grantee	Budget ID	Budget Type	Status
1	Adams County DD Test	GNT-0000020	BGT-00000036	Traditional	Approved
2	Adams DD Test	GNT-0000021	BGT-00000037	Traditional	Approved
3	ADAMS TEST Competitive	GNT-0000026	BGT-00000042	Traditional	Approved
4	Competitive Test	GNT-0000011	BGT-00000015	Traditional	Approved
5	Competitive Test2	GNT-0000012	BGT-00000016	Traditional	Approved


Budget Types

Traditional Budgets and **Deliverable Budgets** are two common budget types in GMS. Budget records for your grants will be displayed on the homepage, click the **Budget ID** to open the record. The Budgets Home Page View will display budget name and status, to see more records and information, click the **Budgets** tab.

Ohio Department of Developmental Disabilities - Grants Management			
	Grants	Budgets	Expenses
Budgets Home Page View			
Budget ID	Budget Name	Grant Year	Status
BGT-00000012	Stroup Transportation-Budget-2023	2023	Approved
BGT-00000013	Stroup Transportation-Budget-2024	2024	Approved
BGT-00000015	Stroup Transportation-Budget-2023	2023	Approved
BGT-00000016	Stroup Transportation-Budget-2023	2023	Approved
BGT-00000017	Stroup Transportation-Budget-2024	2024	In Progress
View All			

Grants will be created with a Traditional or Deliverable budget type. A Traditional grant provides a dollar amount that is budgeted for specific Grant Categories. A Deliverable grant provides grant dollars based on specific activities or milestones that are required to be met by the Grantee.


From the **Budgets** tab. Select the **Budgets View (Trad & Deliverable)** list view.




[Grants](#)

[Budgets](#)


[Expenses](#)

 Pete GMS





Budgets


Budgets View (Trad & Deliverable)





20 items • Sorted by Grant Project Name • Filtered by All budgets - Status, Budget Type • Updated a minute ago











[Printable View](#)

Review the **Budget Type** column to see if a Grant has a Traditional or Deliverable budget.

Grant Project Name	Grantee	Budget ID	Budget Type	Status
1 Deliverable Test	GNT-0000148	BGT-00000155	Deliverable	Submitted
2 Sole Source Deliverable Training	GNT-0000112	BGT-00000106	Deliverable	Approved
3 Indirect Cost File Test2	GNT-0000138	BGT-00000145	Traditional	Awarded with conditions
4 Indirect Cost File Test	GNT-0000137	BGT-00000144	Traditional	Approved
5 Modify Request	GNT-0000131	BGT-00000138	Traditional	Awarded with conditions

Division of Information Technology Services

ITS Call Center 800.617.6733 option 4


itscallcenter@dodd.ohio.gov

Budget records will be created by DODD and assigned to grantees. Open the budget record to see more information. The top of the record will display the **Budget Amount** and **Status** of the budget record.



Budget
Adams CBDD-Budget-2021

Grant Project Name	Grantee Name	Budget Amount	Status
Sole Source 3	Adams CBDD	\$20,000.00	Approved

The Budget Amount shows the total funds available for the term of the grant. The Grant Categories for the budget are in the Grant Information section. To edit the budget or category amounts, click the  icon.




Note To edit budget information, the budget record status should be **Awarded With Conditions, Denied** or **Modification/Amendment In Progress**.

▼ Grant Information

Grantee GNT-0000129	Grant Year 2021
Grant Start Date 8/9/2021	Grant End Date 12/31/2021

▼ Personnel

Personnel \$10,000.00		YTD Personnel ⓘ \$0.00
Personnel % Remaining ⓘ 100.00%		Personnel Remaining ⓘ \$10,000.00

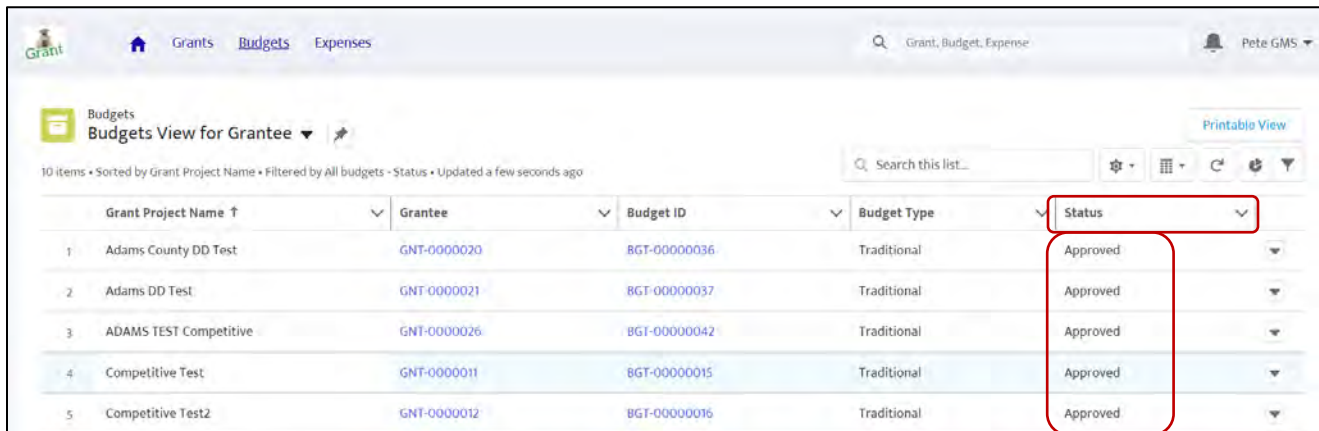
If a budget status is **Approved**, the grantee is ready to create and submit expense records.

Budget Status

Each budget record has a status. The status determines who can edit the budget record and whether expense records can be created and/or submitted.

Approved Budgets

You can view the status of a budget from the **Status** column under the Budgets tab. You can filter by Status to see **Approved**, **Denied**, and **Awarded with Conditions** budget records.



The screenshot shows the 'Budgets View for Grantee' interface. It includes a search bar, a 'Printable View' button, and a table of budget records. The table has columns for Grant Project Name, Grantee, Budget ID, Budget Type, and Status. The Status column is highlighted with a red box, and the word 'Approved' is also highlighted in the first row of the table.

	Grant Project Name ↑	Grantee	Budget ID	Budget Type	Status
1	Adams County DD Test	GNT-0000020	BGT-00000036	Traditional	Approved
2	Adams DD Test	GNT-0000021	BGT-00000037	Traditional	Approved
3	ADAMS TEST Competitive	GNT-0000026	BGT-00000042	Traditional	Approved
4	Competitive Test	GNT-0000011	BGT-00000015	Traditional	Approved
5	Competitive Test2	GNT-0000012	BGT-00000016	Traditional	Approved

Approved Budgets have been reviewed and approved by DODD Staff. A Grantee will be able to see Budget Records where they are assigned as a Grantee. An Approved Budget record needs no additional action from the Grantee or DODD.

Budgets Awarded with Conditions

These Budget Records are pending and need to be modified or adjusted before they can be approved by DODD. Budgets that have been **Awarded with Conditions** will show more information in the **Award Conditions** field.

Traditional Budgets

Budgets Awarded with Conditions are editable to grantee users. DODD Staff can use the **Awarded with Conditions** status to allow the assigned grantee to update Traditional Budget Category amounts.

Based on the Grant Categories selected, the total Grant Amount will be divided into Grant Categories:


Personnel – Staff

Contract – Work/activity provided through one or more contracts

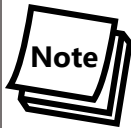
Equipment – Equipment needed to complete work

Indirect Cost – Costs associated with the grant that cannot be directly allocated and follows a predetermined methodology.

Other Indirect Cost – Other costs and services anticipated during the lifecycle of the grant that don't fit in the categories above.

To edit the Grant Information for a budget record that's in the **Awarded with Conditions** status, click the icon  the category budget field.

Personnel	
Personnel	
\$0.00	
Personnel % Remaining ⓘ	
Contract	
Contract	
\$500.00	
Contract % Remaining ⓘ	
100.00%	
Equipment	



Note Category budgets are editable in the **Awarded with Conditions** status, the **Budget Amount** will not be editable to the grantee. The total amount among all categories cannot exceed the Budget Amount.

▼ Budget Information

Budget ID

BGT-00000145

Budget Amount

\$1,000.00

Budget Name ⓘ

ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES-Budget-2021

YTD Amount Spent ⓘ

\$0.00

Enter dollar amounts in each applicable category. The categories for the budget are set by DODD staff. Once you are finished updating the category amounts, click **Save**.

▼ Personnel

Personnel

250.00

YTD Personnel ⓘ

\$0.00

Personnel % Remaining ⓘ

100.00%

Personnel Remaining ⓘ

\$250.00

Cancel

Save

The record will update to show how much remains for each grant category in the **Personnel Remaining** field.

▼ Personnel

Personnel

\$250.00

YTD Personnel ⓘ

\$0.00

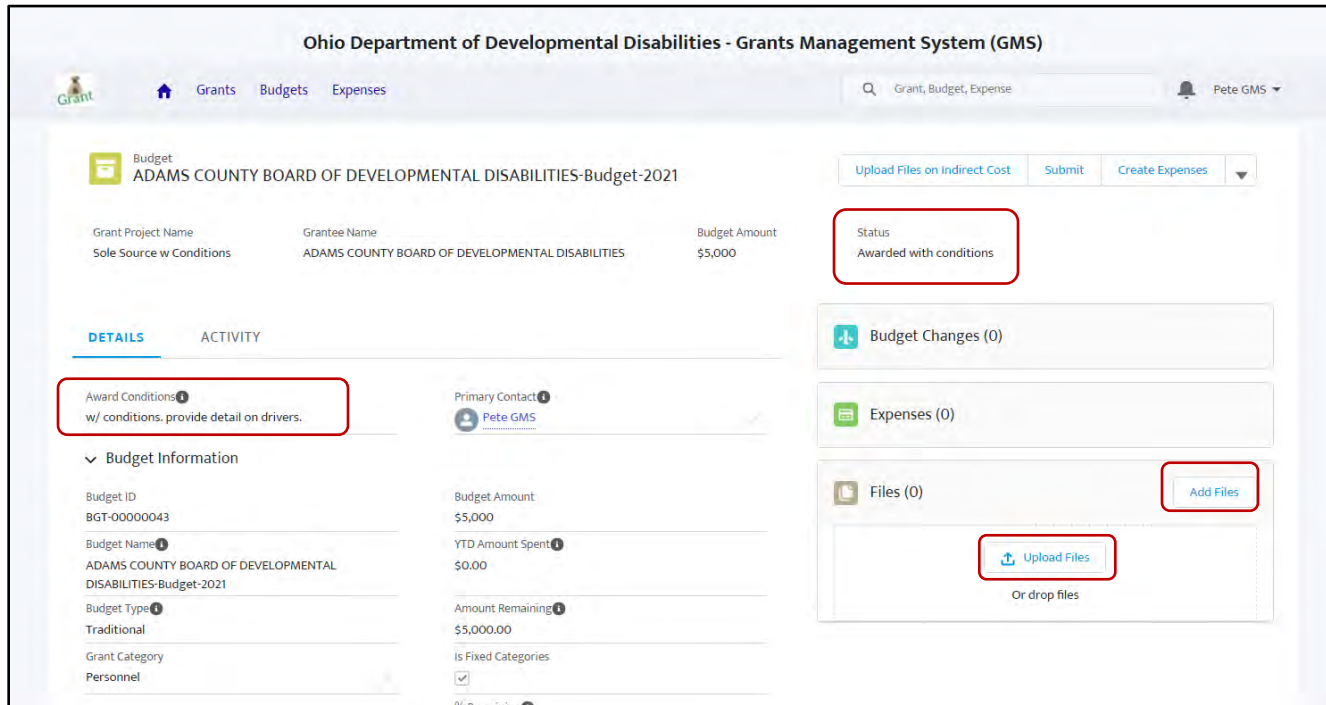
Personnel % Remaining ⓘ

100.00%

Personnel Remaining ⓘ

\$250.00

Click **Add Files** to add files that justify the **Award Condition**. Clicking **Upload Files** will also work.



Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grant, Budget, Expense

Pete GMS

Budget
ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES-Budget-2021

Upload Files on Indirect Cost Submit Create Expenses

Grant Project Name	Grantee Name	Budget Amount
Sole Source w Conditions	ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	\$5,000

Status
Awarded with conditions

DETAILS ACTIVITY

Award Conditions
w/ conditions, provide detail on drivers.

Primary Contact
Pete GMS

Budget Information

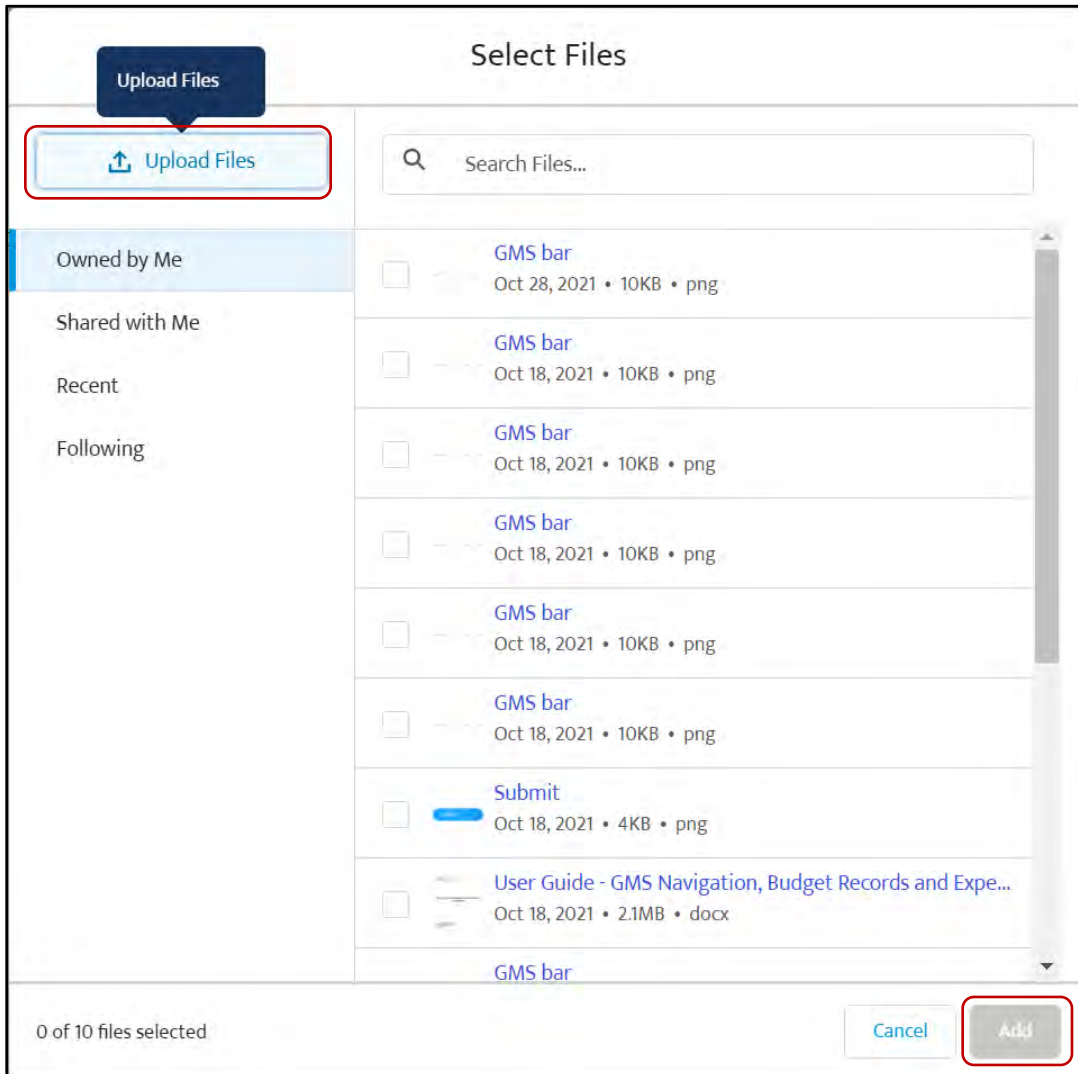
Budget ID BGT-00000043	Budget Amount \$5,000
Budget Name ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES-Budget-2021	YTD Amount Spent \$0.00
Budget Type Traditional	Amount Remaining \$5,000.00
Grant Category Personnel	Is Fixed Categories <input checked="" type="checkbox"/>

Budget Changes (0)

Expenses (0)

Files (0)
Add Files
Upload Files
Or drop files

In the pop up that displays, click **Upload Files** to add files from your device. Click **Add** to include them in the budget record.



Select Files

Upload Files

Upload Files

Search Files...

Owned by Me		
<input type="checkbox"/>	GMS bar	Oct 28, 2021 • 10KB • png
<input type="checkbox"/>	GMS bar	Oct 18, 2021 • 10KB • png
<input type="checkbox"/>	GMS bar	Oct 18, 2021 • 10KB • png
<input type="checkbox"/>	GMS bar	Oct 18, 2021 • 10KB • png
<input type="checkbox"/>	GMS bar	Oct 18, 2021 • 10KB • png
<input type="checkbox"/>	GMS bar	Oct 18, 2021 • 10KB • png
<input type="checkbox"/>	Submit	Oct 18, 2021 • 4KB • png
<input type="checkbox"/>	User Guide - GMS Navigation, Budget Records and Expe...	Oct 18, 2021 • 2.1MB • docx
	GMS bar	

0 of 10 files selected

Cancel Add



Once files have been uploaded or necessary changes have been made, click **Submit** on the Budget Record. This will send the updated Budget Record back to DODD Staff to review the files. DODD Staff will Approve or Deny the budget.

Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grants Budgets Expenses

Grant, Budget, Expense

Pete GMS

Budget
ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES-Budget-2021

Upload Files on Indirect Cost **Submit** Create Expenses

Grant Project Name: Sole Source w Conditions
Grantee Name: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Budget Amount: \$5,000
Status: Approved

DETAILS ACTIVITY

Award Conditions: w/ conditions. provide detail on drivers.

Primary Contact: Pete GMS

Budget Information

Budget ID: BGT-00000043
Budget Name: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES-Budget-2021
Budget Type: Traditional
Grant Category: Personnel

Budget Amount: \$5,000
YTD Amount Spent: \$0.00
Amount Remaining: \$5,000.00
Is Fixed Categories: ☒
% Remaining: 100.00%

Personnel

Personnel: \$5,000
YTD Personnel: \$0.00

Budget Changes (0)

Expenses (1)

Expense Na...	Expense Stat...	Current Peri...	Year To Date ...
Sole Source w Conditions- ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES- Expenses- 20210708	In Progress	\$0.00	\$0.00

[View All](#)

Files (2) [Add Files](#)

test excel Jul 6, 2021 *... Approve but... Jul 6, 2021 *...


If a Budget Record is Awarded with Conditions, the details of the grant are viewable, but Expenses cannot be edited or submitted until the Budget Record is approved by DODD.

Indirect Cost

Costs that are incurred during the life of the grant that need to be included in the budget record can be added in the **Indirect Cost** category. The category will be added to the budget record. Indirect Costs can be added to expense records as they are created. Click on the link to **Indirect Cost** on the expense record to edit.

Name	Rate	Amount	Year To Date A...
De Minimis			

View All

Click the  icon to edit the Indirect Cost. From here add the amount incurred for the Indirect Cost and click **Save**.

* Name: De Minimis Expense: EXPENSE-00090

Indirect Cost Type: De Minimis Rate:

Amount: 540.00

Created By: Pete GMS, 10/18/2021, 11:09 AM Last Modified By: Pete GMS, 10/18/2021, 11:40 AM

Cancel Save

You can upload a file related to these costs by clicking **Upload Files**. Select the file(s) related to the Indirect Cost and click **Open**.

File name: All Files

Open Cancel

Files (0) Add Files

Upload Files

Or drop files

To go back to the expense record after uploading documents and saving the Indirect Cost, click the **Expense ID**.

EXPENSE MAIN

Name

De Minimis

Expense


EXPENSE-00090

Click **Submit** on the expense record to add the Indirect Cost to the budget.

Upload Files on Indirect Cost


To include files related to Indirect Costs, click **Upload Files on Indirect Cost** on the budget record. An attachment will need to be included for indirect cost to submit the budget.

Other Direct Cost

Direct costs can be associated with any expense category in a budget record. These costs include services that may not be directly related to a Grant Category. To add a budget amount to other direct costs, click the  icon to edit the total for **Other Direct Cost**. Click **Save** to update.

Other Direct Cost

\$4,500.00



YTD Other Direct Cost

\$0.00

Other Direct Cost % Remaining

100.00%

Other Direct Cost Remaining

\$4,500.00

Other Direct Cost

4,500.00

YTD Other Direct Cost

\$0.00

Other Direct Cost % Remaining

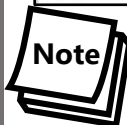
100.00%

Other Direct Cost Remaining

\$4,500.00

Cancel

Save



Note When updating the budget amounts for **Indirect** or **Other Direct Costs**, click **Submit** to send to DODD Staff to review.

Budgets Denied

If DODD Staff denies a Budget Record, it will be sent back to the Grantee so they can make changes and resubmit. This may happen when conditions identified by DODD are not met by the Grantee. The **Budget Record** will show **Denied** in the **Budgets** tab.

Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grants Budgets Expenses

Search Grant, Budget, Expense

Pete GMS

Budgets

Budgets View for Grantee

11 items • Sorted by Grant Project Name • Filtered by All budgets - Status • Updated a few seconds ago

Search this list...

	Grant Project Name ↑	Grantee	Budget ID	Budget Type	Status
1	Adams County DD Test	GNT-0000020	BGT-00000036	Traditional	Approved
2	Adams DD Test	GNT-0000021	BGT-00000037	Traditional	Approved
3	ADAMS TEST Competitive	GNT-0000026	BGT-00000042	Traditional	Approved
4	Competitive Test	GNT-0000011	BGT-00000015	Traditional	Approved
5	Competitive Test2	GNT-0000012	BGT-00000016	Traditional	Approved
6	Formula ADAMS	GNT-0000017	BGT-00000032	Traditional	Approved
7	Formula Stroup	GNT-0000009	BGT-00000014	Traditional	Approved
8	Sole Source Stroup Test	GNT-0000002	BGT-00000023	Traditional	Approved
9	Sole Source w Conditions	GNT-0000027	BGT-00000043	Traditional	Denied
10	Stroup Test Sole Source	GNT-0000000	BGT-00000012	Traditional	Approved
11	Stroup Test Sole Source	GNT-0000000	BGT-00000013	Traditional	Approved

Deliverable Budgets

Deliverable Grants are created with payments based on activities completed and milestones reached during the cycle for the Grant Project.

Unlike a traditional budget, deliverable grants include **Budget Deliverables/Services** instead of grant categories. DODD staff can add deliverables to a budget, these indicate how much money is budgeted for an expense and how often it is budgeted for. Click on a **Budget Deliverables Name** to review the deliverable.

Budget Deliverables/Services (2)				New
Budget Delive...	Deliverable Am...	Deliverable Am...	Quantity	
staff	<input checked="" type="checkbox"/>	\$8,000	4	▼
training staff	<input checked="" type="checkbox"/>	\$2,000	5	▼
				View All

Adding Deliverables to a Budget

To edit a deliverable budget, the budget record status will be **Awarded with Conditions** or **Pending Modification**. To create a new deliverable for the grant, click **New**.

Budget Deliverables/Services (2)				New
Budget Delive...	Deliverable Am...	Deliverable Am...	Quantity	

In the popup box, add a **Budget Deliverable Name**, the budget ID associated with the deliverable will populate. To establish a fixed quantity or amount for the new deliverable, check the **Deliverable Amount Fixed** box. Adding **Quantity** will indicate how many instances of the deliverable will occur. The **Deliverable Amount** will be applied to the deliverable total in the budget record.



Deliverable Amounts will show the total dollar amount of the deliverable, if there are multiple quantities, the **Budget Deliverables/Services** will show the full amount anticipated for the deliverable.

New Budget Deliverables

Information

*Budget Deliverables Name

Deliverable 3

Deliverable Amount Fixed


1

Deliverable Amount

\$0

Deliverable Purpose

*Budget

 BGT-00000203

Quantity

4

Cancel

Save & New

Save

Budget Deliverables and Services

A deliverable will include a **Deliverable Amount** and a **Quantity**. Deliverable amounts can be fixed.

Fixed Deliverables

Amounts for Fixed Deliverables are static and don't change. Enter the quantity (such as "1" for a single Strategic Plan, or "3" for three completed trainings). Enter the total deliverable amount in the **Deliverable Amount** field. For example – if there will be five trainings billed at \$5,000 each – the **Quantity** will be 5 and the **Deliverable Amount** will be \$5,000. The **Amount Per Quantity** will be automatically calculated by GMS (in this case – it will equal \$1,000).



At Cost Deliverables

At Cost deliverables allow the grantee to enter any dollar amount for reimbursement– up to the deliverable amount. This allows for reimbursement of actual costs, as opposed to fixed payment amounts for deliverables completed.

To add deliverables to a budget, the grantee will be assigned a budget record in the **Awarded with conditions** status. In this status, the grantee can add deliverables to the current budget record.

To add dollar amounts to a deliverable, click the link to open the deliverable for editing.

Budget Amount: \$10,000.00


Status: Awarded with conditions

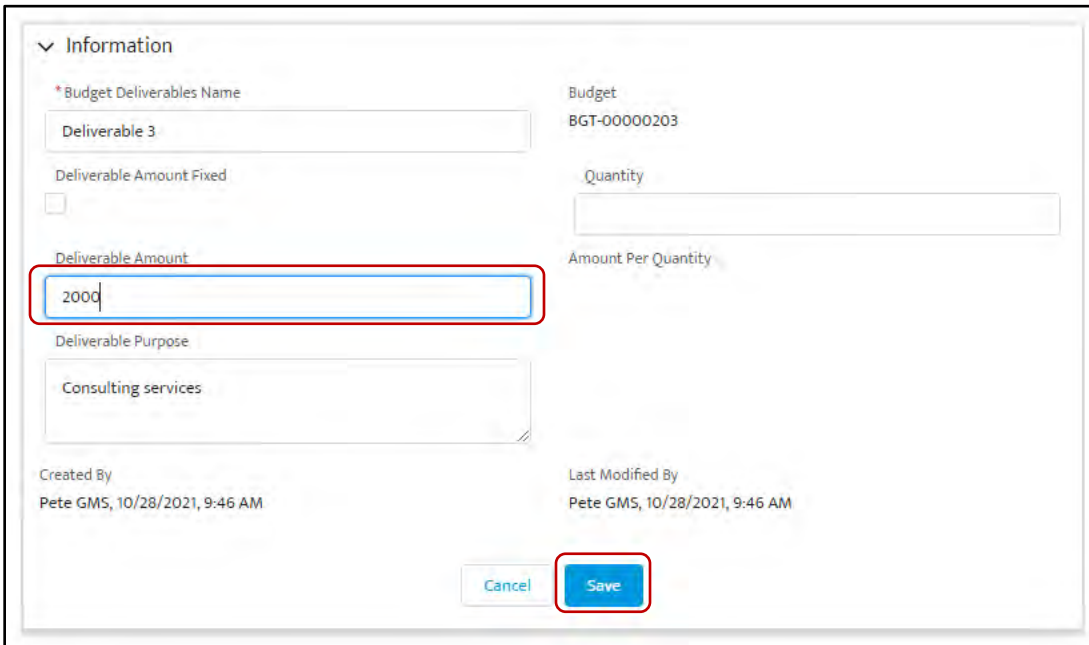
[Edit](#) [Submit](#) [Create Expenses](#)

Budget Deliverables/Services (3) [New](#)

Budget Deliverable	Deliverable Am...	Deliverable Am...	Quantity
Deliverable 1	<input checked="" type="checkbox"/>	\$1,000	2
Deliverable 2	<input checked="" type="checkbox"/>	\$2,000	2
Deliverable 3	<input type="checkbox"/>		2

[View All](#)

Click  on the deliverable record. The **Budget Deliverables Name** and **Deliverable Purpose** have been completed by DODD, enter the **Deliverable Amount**, and click **Save**.



Information

*Budget Deliverables Name: Deliverable 3

Budget: BGT-00000203

Deliverable Amount Fixed: ☐

Quantity:

Deliverable Amount: 2000

Amount Per Quantity:

Deliverable Purpose: Consulting services

Created By: Pete GMS, 10/28/2021, 9:46 AM

Last Modified By: Pete GMS, 10/28/2021, 9:46 AM

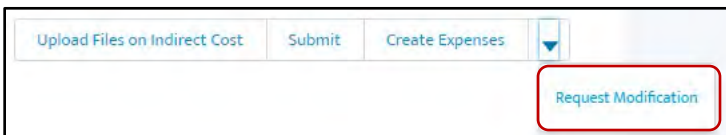
Cancel Save


Click **Submit** on the budget record to send the updated deliverables to DODD staff for approval. Once the budget record has been **Approved** the grantee can begin adding expenses related to the budget deliverables.

Budget Modification

Grantees can request a Budget Modification to update the status of a grant, change budget amounts and adjust a budget. Open a budget record in **Approved Status**.

Click the down arrow on the budget record and click **Request Modification**.



Upload Files on Indirect Cost Submit Create Expenses 

Request Modification

Request the modification by adding a note to DODD staff, click **Next** when you are finished.

Request Modification

* Purpose 

We would like to shift \$20,000 from the Personnel category to the Contract category

Next

Once a request is submitted, DODD Staff will approve or deny the modification request. If approved the budget can be modified. Grantee would then follow the same steps as submitting a budget (identified earlier in this document).

Expenses

When reviewing a Budget Record, look for **Expenses** on the **DETAILS** tab of the Budget page. When the grantee is ready to request reimbursement from DODD, click **Create Expenses**.

Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grant Project Name: Adams County DD Test | Grantee Name: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES | Budget Amount: \$10,000 | Status: Approved

DETAILS | ACTIVITY

Budget Information

Budget ID	BGT-00000036	Budget Amount	\$10,000
Budget Name	Adams CBDD-Budget-2022	YTD Amount Spent	\$0.00
Budget Type	Traditional	Amount Remaining	\$10,000.00
Grant Category		Is Fixed Categories	

Expenses (1)

Expense Name	Expense Status	Current Period	Year To Date
Adams County DD Test: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES...	In Progress	\$0.00	\$0.00

When adding expenses to an Expense Record, click the link in an approved Budget Record to begin.

Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grant Project Name: Adams County DD Test | Grantee Name: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES | Budget Amount: \$10,000 | Status: Approved

DETAILS | ACTIVITY

Budget Information

Budget ID	BGT-00000036	Budget Amount	\$10,000
Budget Name	Adams CBDD-Budget-2022	YTD Amount Spent	\$0.00
Budget Type	Traditional	Amount Remaining	\$10,000.00
Grant Category		Is Fixed Categories	

Expenses (1)

Expense Name	Expense Status	Current Period	Year To Date
Adams County DD Test: ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES...	In Progress	\$0.00	\$0.00

Alternatively, you can access an expense report by clicking on the **Expenses** tab in GMS. Click the arrow to see the available list views. These different views will filter your results and display applicable information. Click the **Expenses ID** link to view the report.

Grant Project Name	Status	Budget	Gr...	Budge...
ES2021-Expenses... Sole Source Stroup Test	Payment Approv...	BGT-00000023	2021	\$10,000.00
Expenses-20210... Formula ADAMS	Payment Approv...	BGT-00000032	2021	\$20,000.00
S2022-Expenses... Adams County DD Test	Payment Approv...	BGT-00000036	2022	\$10,000.00
TIES2022-Expenses... ADAMS TEST Competitive	Approved	BGT-000000...	2022	\$10,000.00
Expenses-20210... Formula ADAMS	Program Approved	BGT-00000032	2021	\$20,000.00
TIES2021-Expenses... Sole Source w Conditions	In Progress	BGT-00000043	2021	\$5,000.00
021-Expenses-20... Sole Source Training	In Progress	BGT-00000105	2021	\$10,000.00
SABILITIES2021-... Sole Source Deliverable Traini...	Submitted	BGT-00000106	2021	\$10,000.00
2021-Expenses-2... Indirect Cost File Test	Submitted	BGT-00000144	2021	\$1,000.00
-Expenses-20211... Competitive Test	In Progress	BGT-00000015	2023	\$10,000.00
EXPENSE-00089 Stroup Test Sole Source-ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES2023-Expenses...	In Progress	BGT-00000012	2023	\$2,000.00
EXPENSE-00090 TESTStroup-ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES2022-Expenses-20211018 TESTStroup	Approved	BGT-00000229	2022	\$15,000.00



Expense Record – Traditional Budgets

To begin adding expenses to a traditional budget, click **Create Expenses** at the top of the record.

Creating an expense record will allow you to begin entering expenses related to the grant categories established. Click **Finish** to create a new record.



The record will be shown in the **Expenses** section of the budget record. Click on the **Expense Name** to open it.

 Expenses (1)			
Expense Name	Expense Status	Current Period ...	Year To Date To...
Competitive Test-ADAMS COUNTY BOARD OF DEVELOPMENT... DISABILITIES20... Expenses- 20211014	In Progress	\$0.00	\$0.00 
View All			

The screenshot shows a web interface with a 'Create Expenses' button highlighted in a red box. Below it, there's a section for 'Budget Changes (0)' and 'Expenses (1)'. The 'Expenses' section contains a table with columns: Expense..., Expense S..., Current P..., and Year To D... The first row in the table is highlighted with a red box and contains the following text: Sole Source Stroup Test- ADAMS COUNTY BOARD OF DEVELOP... DISABILI... Expenses- 20210701. The status is 'Submitted', the amount is '\$10,000.00', and the year-to-date amount is '\$0.00'. A 'View All' link is at the bottom right of the table.

Traditional Grants are created with a total dollar amount for the Grant Project. In a Traditional Budget record, click **Create Expenses** to open a new **Expense Record** for the budget. If the expense record for a budget already exists, click the expense record to review and make edits. Based on the Grant Categories selected, the total Grant Amount will be divided into Grant Categories:

Personnel – Staff

Contract – Work/activity provided through one or more contracts

Equipment – Equipment needed to complete work, number of units.

Indirect Cost – Costs associated with the grant that cannot be directly allocated and follows a predetermined methodology.

Other Indirect Cost – Other costs and services anticipated during the lifecycle of the grant that don't fit in the categories above.

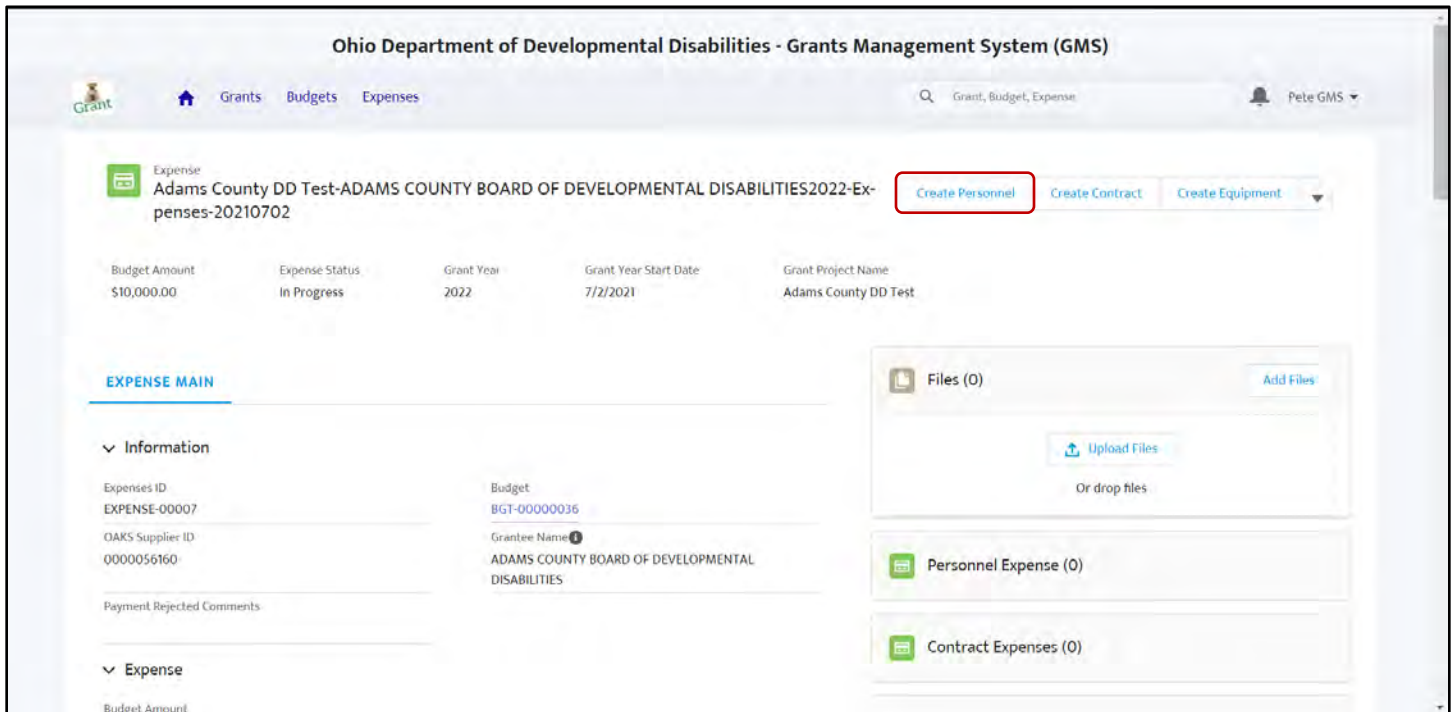
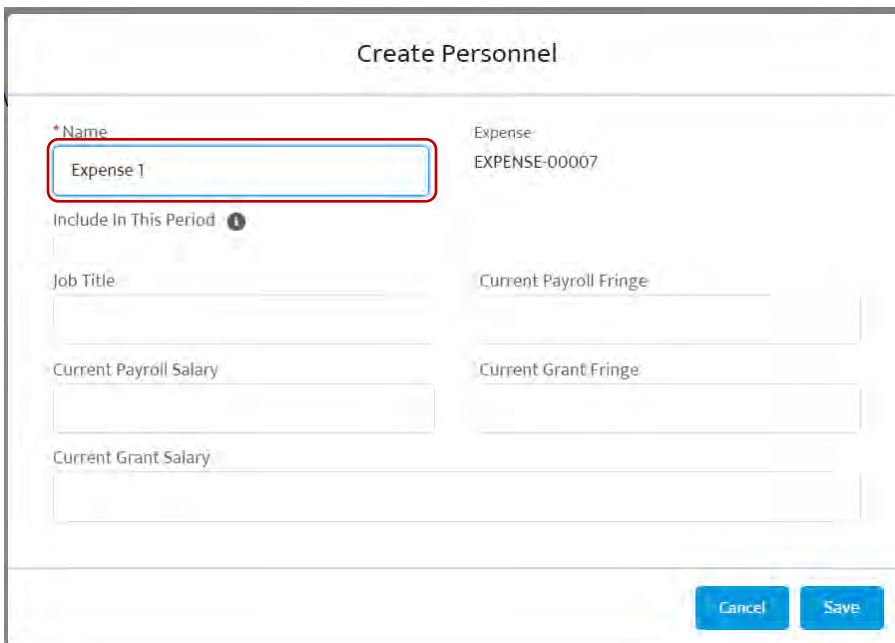
Some grant projects may have a Budget Tolerance that allows overspending in a category. However, total expenses cannot exceed the budget amount.

The screenshot shows the 'EXPENSE MAIN' form. The 'General' section is expanded, showing fields for:

- * Name: Staff
- Expense: EXPENSE-00029
- Include In This Period: ☒
- * Job Title: Staffing Needs
- Current Period:
 - Current Payroll Salary: \$2,000.00

Personnel

To create a new Personnel Expense, begin by clicking **Create Personnel**. Enter a **Name** for the Expense.

Complete the fields for the expense to add it to the Budget Record. If costs are included in the expense record, check **Include In This Period**.

Complete the remaining fields. Current Grant Salary and Current Grant Fringe should indicate the requested reimbursement amount from DODD. Current Payroll Salary and Current Payroll Fringe should indicate the total salary/fringe costs paid for the relevant employee, regardless of funding source.

Create Personnel

*Name

Expense

EXPENSE-00089

Include In This Period ☑ ⓘ

Job Title

Current Grant Salary

Current Grant Fringe


Current Payroll Salary

Current Payroll Fringe

Save
Cancel

To edit this expense, click the link in the **Personnel Expense** table.

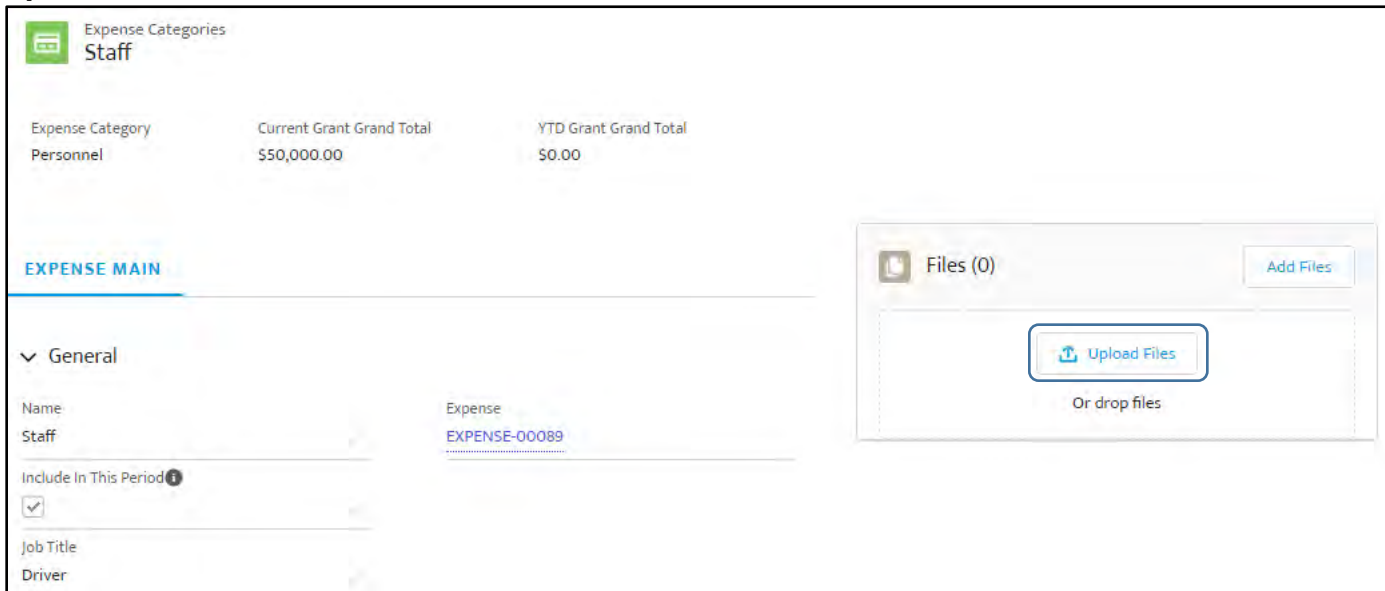
Personnel Expense (2)			
Name	Include In This ...	Job Title	Total Payroll
Staff	<input checked="" type="checkbox"/>	Staffing Needs	Current Salary: \$... ▼
Staff	<input checked="" type="checkbox"/>	Staff 2	Current Salary: \$... ▼
View All			

Click the  icon to begin editing.

Note: You can make updates to expenses while the Expense Record is **In Progress**. You can only create Expenses based on the budget amount for each category.

Uploading documents on a Personnel Expense

To upload files to an Expense Record, open an **In Progress** expense. The expense will have a **Files** section. Click **Upload Files**.



Expense Categories
Staff

Expense Category	Current Grant Grand Total	YTD Grant Grand Total
Personnel	\$50,000.00	\$0.00

EXPENSE MAIN

General

Name: Staff Expense: [EXPENSE-00089](#)

Include In This Period: ☒

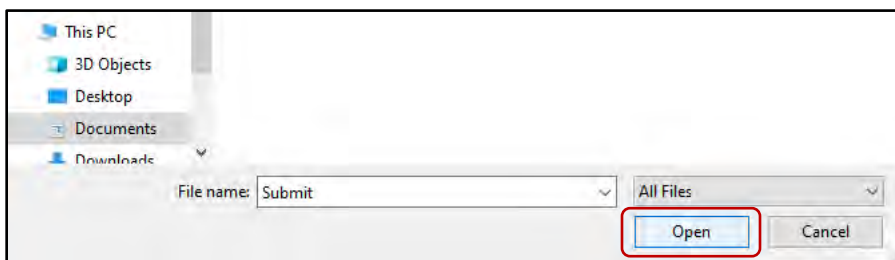
Job Title: Driver

Files (0) [Add Files](#)

[Upload Files](#)

Or drop files

Select the file(s) associated with the expense and click **Open**.



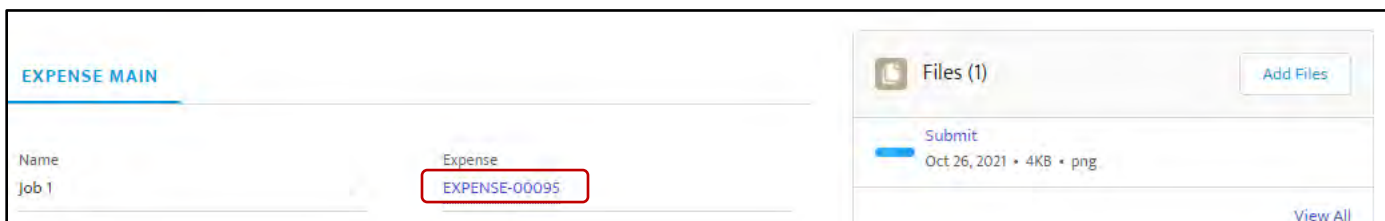
This PC

- 3D Objects
- Desktop
- Documents
- Downloads

File name: Submit All Files

[Open](#) [Cancel](#)

After the files have been added, click the link to go back to the Expense Record.



Expense Categories
Staff

Expense Category	Current Grant Grand Total	YTD Grant Grand Total
Personnel	\$50,000.00	\$0.00

EXPENSE MAIN

General

Name: Job 1 Expense: [EXPENSE-00095](#)

Job Title: Driver

Files (1) [Add Files](#)

[Submit](#)
Oct 26, 2021 • 4KB • png

[View All](#)

Click **Submit** at the top of the Expense Record to submit attachments and confirm updates to the expense.

Contract

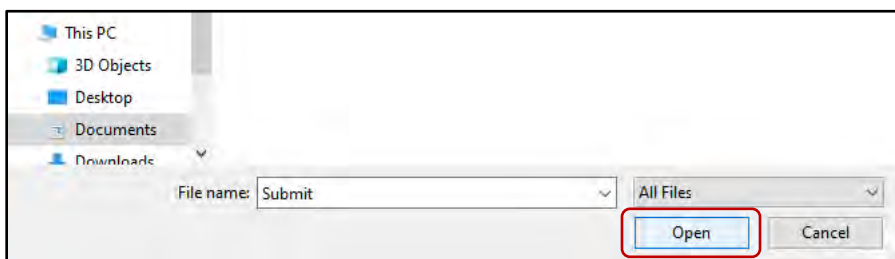
To create a new Contract Expense, begin by clicking **Create Contract**. Enter a **Name** for the Expense.

Enter the requested reimbursement the amount field for the expense. If costs are included in the expense record, check **Include In This Period**. Enter a summary of the contract in the **Description** field. Click **Save** to add this expense to the budget record.

Uploading Files on a Contract Expense

To upload files to an Expense Record, open an **In Progress** expense. The expense will have a **Files** section. Click **Upload Files**.

Select the file(s) associated with the expense and click **Open**.



After the files have been added, click the link to go back to the Expense Record.

Click **Submit** at the top of the Expense Record to submit attachments and confirm updates to the expense.

Equipment

To create a new Equipment Expense, begin by clicking **Create Equipment**.

Enter a **Name** for the Expense. Complete the **Number of Units** and **Amount** fields for the expense. The **Amount** should equal the total amount being requested for reimbursement across all units. If costs are included in the expense record, check **Include In This Period**. Click **Save** to add this expense to the budget record.

Uploading Files on an Equipment Expense

To upload files to an Expense Record, open an **In Progress** expense. The expense will have a **Files** section. Click **Upload Files**.

Expense Categories
Equipment 1

Expense Category	Amount	Year To Date Amount
Equipment	\$1,000.00	

EXPENSE MAIN

Name: Equipment 1
Expense: [EXPENSE-00095](#)

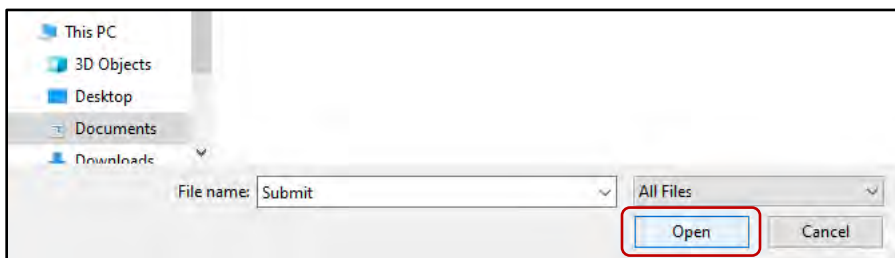
Include in This Period: ☒
Number Of Units: \$
Amount: \$1,000.00

Created By: Pete GMS, 10/26/2021, 1:29 PM
Last Modified By: Pete GMS, 10/26/2021, 1:29 PM

Files (0) [Add Files](#)

[Upload Files](#)
Or drop files

Select the file(s) associated with the expense and click **Open**.



After the files have been added, click the link to go back to the Expense Record.

EXPENSE MAIN

Name: Job 1
Expense: [EXPENSE-00095](#)

Files (1) [Add Files](#)

[Submit](#)
Oct 26, 2021 • 4KB • png

[View All](#)



Click **Submit** at the top of the Expense Record to submit attachments and confirm updates to the expense.

Expense
Stroup Test Category-ADAMS COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES2022-Expenses-20211026

Create PersonnelCreate ContractCreate Equipment

Create Offset

Budget Amount/YTD Obligated Amount	Status	Expense Status	Grant Year	Grant Year Start Date
\$20,000.00	In Progress	In Progress	2022	10/26/2021

Submit

Other Direct Costs

To add Other Direct Cost expenses to an expense record, open the **In Progress** expense to begin. Before adding expenses, check the **Budget Amount Other** field and **Amount Remaining** to confirm what is budgeted.

Other Direct Cost

Budget Amount Other
\$1,000.00

Current Period Total OtherDirect
\$0.00

Year To Date OtherDirect
\$0.00

Offset
\$0.00

Amount Remaining
\$1,000.00

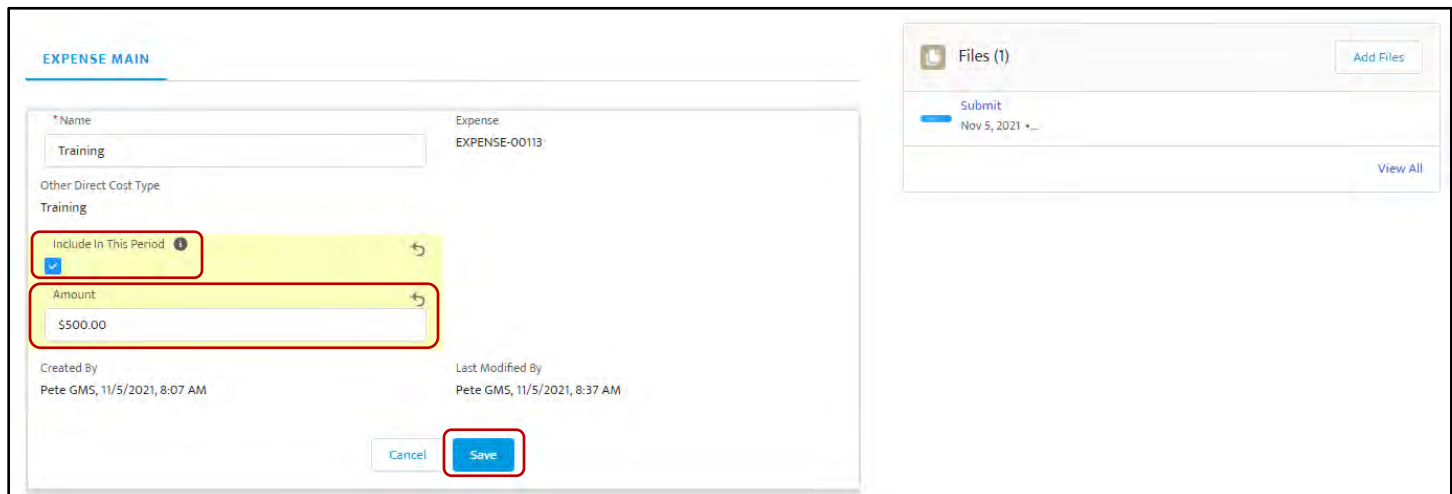
% Remaining
100.00%

Select the expense in the **Other Direct Cost Expenses** table to update.

Other Direct Cost Expenses (6)

Name	Include In This ...	Amount	Year To Date A...
Utilities/Phone...	<input type="checkbox"/>		
Training	<input type="checkbox"/>		
Client Expense ...	<input type="checkbox"/>		
Other	<input type="checkbox"/>		

Edit the expense by clicking the  icon. Check **Include in this period** and enter the **Amount**. To upload documents related to this expense, click  [Upload Files](#). When all the fields for the expense are complete, click **Save**.

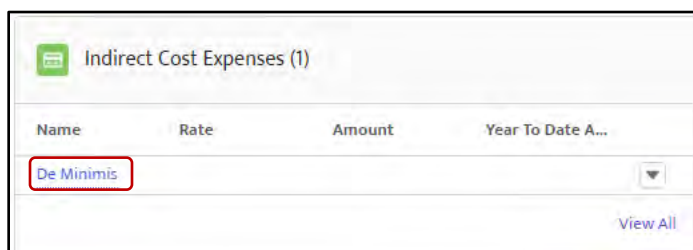


Indirect Costs



To add Indirect Costs to an expense record, open the **In Progress** expense to begin. Before adding expenses, check the **Budget Amount Indirect** field and **Amount Remaining** to confirm what is budgeted.

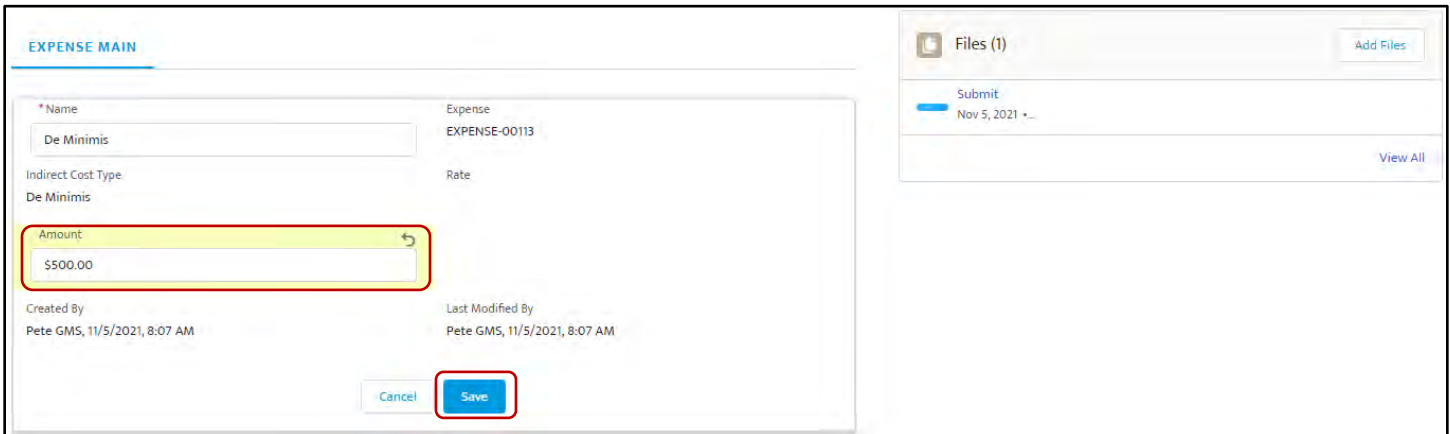


Select the expense in the **Indirect Cost Expenses** table to update.



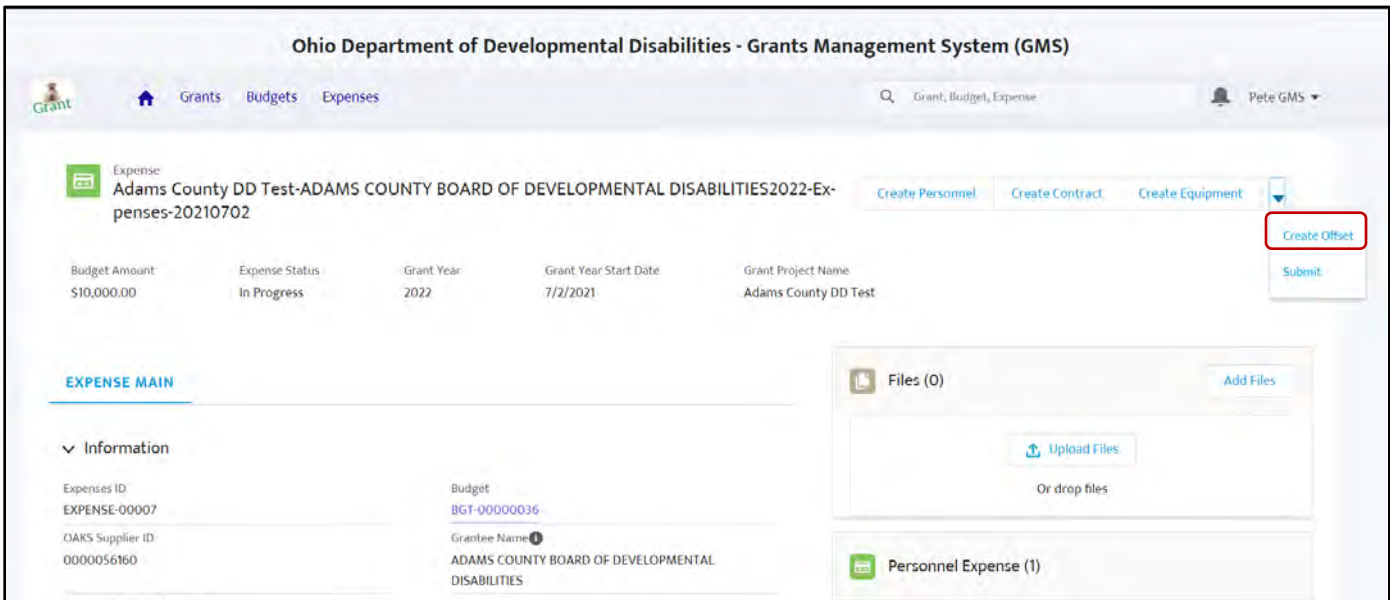
Name	Rate	Amount	Year To Date A...
De Minimis			

Edit the expense by clicking the  icon. Enter the **Amount**. To upload documents related to this expense, click  [Upload Files](#). When all the fields for the expense are complete, click **Save**.



Offset

To create an offset, click the arrow (down arrow) at the top of the Expense Record and click **Create Offset**.



Create a **Name** for your offset, select the **Category** the offset will apply to and enter the **Amount**. The category should be related to the Budget Categories already established.

Create Offset

***Name**

Expense

EXPENSE-00007

Category

Indirect Cost ▼

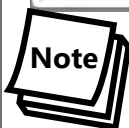
Reason

offset

Amount

\$500.00

Cancel
Save



To create an offset in a specific category, enter a positive or negative value. Entering a positive value (\$500) for **Indirect Cost** will increase the current period reimbursement amount by \$500. Entering a negative value (-\$500) for **Indirect Cost** will decrease the current period reimbursement amount by \$500.

To submit an expense, click the arrow (down arrow) at the top of the Expense Record and click **Submit**.

Ohio Department of Developmental Disabilities - Grants Management System (GMS)

Grant
 Home
 Grants
 Budgets
 Expenses

Pete GMS ▼

Expense

Adams County DD Test-ADAMS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES2022-Expenses-20210702

Create Personnel
Create Contract
Create Equipment

Create Offset
Submit

Budget Amount

\$10,000.00

Expense Status

In Progress

Grant Year

2022

Grant Year Start Date

7/2/2021

Grant Project Name

Adams County DD Test

EXPENSE MAIN

▼ Information

Files (0)

Add Files

Upload Files

Division of Information Technology Services

ITS Call Center 800.617.6733 option 4

itscallcenter@dodd.ohio.gov

06/06/2023

Page 47 of 53

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Expense Record – Deliverable Budget

Deliverables will be added to a grant's budget record. The selected budget deliverables and their deliverable amounts can be found in the **Budget Deliverables/Services** table.

Budget Deliverables/Services (2)			
Budget Delive...	Deliverable Am...	Deliverable Am...	Quantity
staff	<input checked="" type="checkbox"/>	\$8,000	4
training staff	<input checked="" type="checkbox"/>	\$2,000	5



Note If the **Is Fixed Deliverable** box is checked in the Budget Information, the Deliverables created are **fixed**, meaning the dollar amount per unit and number of units budgeted for will be the same and will not change.

Name staff
Is Fixed Deliverable <input checked="" type="checkbox"/>

Click **Create Expenses** in the budget record to open a new expense record. If the budget record already has open expenses, click the **In Progress** expense from the **Expenses** table.

Expenses (2)			
Expense Name	Expense Status	Current Period ...	Year To Date To...
Sole Source Deliverable Training-ADAMS COUNTY BOARD OF DEVELOPMENT... DISABILITIES20... Expenses- 20211018	In Progress	\$0.00	\$800.00

Click on a **Deliverable Expense** from the table to add expenses. The table will indicate the total amount budgeted for the deliverable and the total units budgeted for.

Deliverable Expenses (2)			
Name	Include In This ...	Deliverable Bud...	Total Allowed U...
training staff	<input type="checkbox"/>	\$2,000.00	5
staff	<input type="checkbox"/>	\$8,000.00	4
View All			

After selecting a deliverable, the **Expense Information** will not be editable, these are established on the budget record. The **Deliverable Budget Amount** will show the total dollar amount budgeted for each deliverable. **Total Allowed Units** will show how many occurrences of the deliverable can be expensed across all expense records. **Amount Remaining** will indicate how much of the budget is still available for this deliverable. **Units Remaining** will show the available units that can be included on the expense record.

Expense Information

Expense

EXPENSE-00091

Budget Deliverables

staff

* Name

staff

Amount/Unit

\$2,000

Is Fixed Deliverable

☒

Support Documentation

Purpose

training staff

Current Period Information

Deliverable Budget Amount

\$8,000.00

Total Allowed Units

4

Current Period Expenses

\$0.00

Current Period No.Of Units

0

Year To Date Amount

\$0.00

YTD No.Of Units

0

Amount Remaining

\$8,000.00

Units Remaining

4

Enter No.Of Units/Amount Based on Is Fixed Deliverable

Include In This Period

☒

Quantity

2

Amount

4,000.00


Cancel

Save

To enter deliverable amounts and units, enter the number of units in the **Quantity** field. Click **Save** to add the expense.

Uploading documents for Deliverables


To add documentation for a deliverable to be paid, click on an **In Progress** expense record.

Expenses (2)				
Expense Name	Expense Status	Current Period ...	Year To Date To...	
Sole Source Deliverable Training-ADAMS COUNTY BOARD OF DEVELOPMENT... DISABILITIES20... Expenses- 20211018	In Progress	\$0.00	\$800.00	

In the expense record, select the deliverable to update and click the link from the **Name** column.

Deliverable Expenses (2)				
Name	Include In This ...	Deliverable Bud...	Total Allowed U...	
training staff	<input type="checkbox"/>	\$2,000.00	5	
staff	<input type="checkbox"/>	\$8,000.00	4	

[View All](#)

Click  to add the quantity or amount for the expense.

- For Fixed Deliverables: enter the **Quantity**.
- For At-Cost Deliverables: enter the **Amount**.

Reminder: Amounts for Fixed Deliverables are static and don't change. Enter the quantity (such as "1" for a single Strategic Plan, or "3" for three completed trainings). The reimbursement amount will automatically be calculated by GMS.

At cost deliverables allow the grantee to enter any dollar amount for reimbursement– up to the deliverable amount. This allows for reimbursement of actual costs, as opposed to fixed payment amounts for deliverables completed.

When you are finished, click **Save**.

▼ Enter No.Of Units/Amount Based on Is Fixed Deliverable

Include In This Period ⓘ

↶

☒

Quantity ⓘ

↶

2

Amount

▼ System Information

Created By

Pete GMS, 10/18/2021, 4:06 PM

Last Modified By

Pete GMS, 10/18/2021, 4:06 PM

Cancel

Save

In the expense record, click **Upload Files**, you can select files from your device to upload, click **Open**.

Files (0)

Add Files

Upload Files

Or drop files

GMS bar

Submit

name:

GMS bar

All Files

Open

Cancel

Click **Done** when you are finished uploading files related to the deliverable.

Upload Files

✓

Done

Go back to the expense record by clicking the link under **Expense Information**.

▼ Expense Information

Expense

EXPENSE-00091

Submitting a Deliverable Expense

When you have finished updating the expense record, click **Submit**. This will send a notification to DODD that the expense is ready for review.

ITIES2021-Expenses-20211018

Submit

Grant Year Start Date

7/21/2021

Grant Project Name

Sole Source Deliverable Training

Deliverable Expenses (2)

Name	Include In This ...	Deliverable Bud...	Total Allowed U...
training staff	<input type="checkbox"/>	\$2,000.00	5
staff	<input checked="" type="checkbox"/>	\$8,000.00	4

Division of Information Technology Services

ITS Call Center 800.617.6733 option 4

itscallcenter@dodd.ohio.gov

Your expense was updated successfully!



Expense "EXPENSE-00091" was saved.



The expense will show in the budget record as **Submitted**.



Expenses (2)

Expense Name	Expense Status	Current Period ...	Year To Date To...
Sole Source Deliverable Training-ADAMS COUNTY BOARD OF DEVELOPMENT... DISABILITIES20... Expenses- 20211018	Submitted	\$4,000.00	\$800.00



Note

You can continue to update the expense and resubmit while it is in **Submitted** status.

Exhibit F – Early Intervention Data System (EIDS)

The Early Intervention Data System (EIDS) is the data system DODD uses to collect information about participants in the Early Intervention program. The purpose of this exhibit is to—

- Set forth the requirements for access to the EIDS.
- Clarify the data entry requirements for service coordination agencies.

Access to EIDS

- Each subrecipient must designate the Early Intervention contract manager as an “EI System Administrator” in EIDS. The subrecipient may also specify other persons to serve as additional EI System Administrators in EIDS. This person(s) will be responsible for creating and maintaining access to EIDS at the agency level. Only DODD can create EI system administrator accounts.
- Prior to granting access to EIDS to any person, the subrecipient will ensure that the person has completed the “Early Intervention Data System Role Request Form” that is available on the Ohio Early Intervention website. The subrecipient will maintain these completed user agreements at the agency level for at least as long as the user requires access to EIDS.
- The subrecipient will ensure that DODD is contacted within 24 hours of a system administrator no longer needing access to EIDS so DODD can remove the access.
- The subrecipient will ensure that any local user’s access to EIDS is removed within 24 hours of the user no longer needing access to EIDS.
- Directions for obtaining access to EIDS are available here:
<https://ohioearlyintervention.org/data-system>

Data Entry in EIDS

- The subrecipient will ensure that all data entry required in EIDS, other than the EI exit information, is completed within 30 days of the event.
- The subrecipient will ensure that EI exit data, other than for children who exited due to turning age three, are entered within one business day of exit.
- The subrecipient may maintain case notes in hard copy in the child’s paper record, electronically in EIDS, or a combination of the two.
- The subrecipient will ensure that all users of EIDS in the county review the data entry guide and data entry guide supplement at least annually.

Exhibit D
UNITED STATES DEPARTMENT OF EDUCATION
Office of the Chief Financial Officer

MEMORANDUM to ED GRANTEEES REGARDING THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S.

UNITED STATES DEPARTMENT OF EDUCATION
Office of the Chief Financial Officer

Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

12/2014

Prosecutor's Approval Page

Resolution No.

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Board of Commissioners and the Ohio Department of Developmental Disabilities for State Fiscal Year 2024

(Fairfield County Family, Adult and Children First Council)

Approved as to form on 6/2/2023 8:38:04 AM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-06.06.j

A resolution approving a grant agreement for Help Me Grow Early Intervention Service Coordination and Outreach by and between the Fairfield County Board of Commissioners and the Ohio Department of Developmental Disabilities for State fiscal year 2024.

(Fairfield County Family, Adult and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution to approve a 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

2023-06.06.k

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: Josh Crawford, Deputy Director of Finance, JFS

**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	05/17/2023	16517	\$0.00	06/16/2023	\$4,617.15

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
2060 MISCELLANEOUS	1.00	\$4,617.15	EACH	\$4,617.15	\$0.00	\$0.00	\$4,617.15
2060 MISCELLANEOUS							

Invoice Total:**\$4,617.15**

Tiffin Developmental Center
4/1/23 - 4/30/23

----- ✂ 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

06/06/2023

INVOICE

Remit Portion

Invoice Date	05/17/2023
Invoice Number	16517
Customer Number	162133
Amount Paid	\$0.00

Due Date	06/16/2023
Invoice Total Due	\$4,617.15

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

265

Signature Page

Resolution No. 2023-06.06.k

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.

(Fairfield County Family, Adult and Children First Council)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

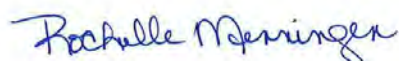
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

2023-06.06.I

A resolution to approve an access control installation agreement and bid award between Industrial Technical Services Inc. and the Fairfield County Board of Commissioners for the purposes of additional access security controls in the Fairfield Center.

WHEREAS, additional access control devices and hardware are needed in the Fairfield Center 12931-12945 units at Stonecreek Drive in Pickerington; and

WHEREAS, an Invitation to Bid was posted pursuant to the R.C. 307.86; and

WHEREAS, Industrial Technical Services provided the lowest bid at \$60,811.05, and the contract with said bid is supplied as supplemental documentation to this resolution.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached service agreement with Industrial Technical Services Inc.


Prepared by: Rochelle Menningen

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.


Name and Title

IT Director

*** 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.***

0 Records found *criteria:* Name Search:
industrial technical services inc. , Entity Search: - , Month: - , Year: - , Status:
Unresolved

Name	Government Entity	Amount	Date Certified	Resolved
There are no items to display				

Back to Search (<http://ffr.ohioauditor.gov/>)

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 # **23004549 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 06/15/2024

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

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INDUSTRIAL TECHNICAL SERVICES
INC
251 UNION STREET
WESTFIELD, MA 01085

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COUNTY COMMISSIONERS
210 E MAIN ST 3RD FLOOR
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
					4927
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
05/15/2023	17603				COMMISSIONERS ADMIN
NOTES					

PO Requisitioner Name : Staci Knisley

E mail Address : staci.knisley@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Fairfield Center - security project GL Account: 12287600 - 570000 - R61g	1.0	EACH	\$60,811.05	\$60,811.05

GL SUMMARY	
12287600 - 570000 - R61g	\$60,811.05

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$60,811.05 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/15/2023

06/06/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total 270 **\$60,811.05**

For Department Use ONLY

FAIRFIELD COUNTY COMMISSIONERS
210 East Main Street
Lancaster, OH 43130

INVITATION TO BID

Pursuant to ORC 307.86

1. NOTICE TO BIDDERS

1.1 Purpose

The Fairfield County Commissioners are requesting sealed bids for the addition of access control devices and hardware in the Fairfield Center 12931-12945 Stonecreek Drive in Pickerington

1.2 Estimated Key Dates

The following are the estimated key dates associated with the ITB process. Bids received after 10:00 a.m. EDT on the Bid Due Date (as defined below) will not be considered.

PUBLICATION DATE: Monday, April 17th, 2023

INQUIRY PERIOD BEGINS: Tuesday, April 18th, 2023, 8 a.m. EDT

PRE-BID MEETING @ SITE Wednesday, April 26th, 2023, 10 a.m. EDT

INQUIRY PERIOD ENDS: Monday, May 1st , 8:00 a.m., EDT

BID DUE DATE: Friday, May 5th, 2023, 10:00 a.m., EDT

BID OPENING DATE: Friday, May 5th 2023, 10:00 a.m., EDT

There are references in this ITB to the Bid Due Date, which shall mean the date, and time that the Offeror's bid response is due at the Fairfield County Commissioners office in Lancaster, Ohio. Sealed Bids received after 10:00 A.M. on the Due Date will not be evaluated. Each bid must be submitted in a sealed envelope and marked on the outside as "Fairfield County Access Control".

The Fairfield County Commissioners reserve the right to reject any or all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

1.3 Additional Estimated Dates

CONTRACT AWARD NOTIFICATION: Tuesday, May 9th, 2023

PURCHASE ORDER ISSUED: Wednesday, May 10th, 2023

CONTRACT NOTICE TO PROCEED DATE: TBD

FINAL CONTRACT COMPLETION DATE: TBD

1.4 Location for Bid Response Opening

The following is the site for the public opening of Offeror's bid response(s).

**Fairfield County Commissioners
Third (3rd) Floor Hearing Room
210 East Main Street
Lancaster, OH 43130**

2 EXECUTIVE SUMMARY

2.1 Purpose

This document is a request for bids for the addition of ACCESS CONTROL DEVICES AND HARDWARE IN THE FAIRFIELD CENTER under Section 307.86 of the Ohio Revised Code. The Work is to be performed in accordance with the plans and specifications included and this Invitation to Bid document. The Fairfield County Commissioners are soliciting competitive, sealed bids for the described work located in the Pickerington, Ohio area. If a suitable offer is made in response to this Invitation to Bid (ITB), the Fairfield County Commissioners may enter into a contract to have the selected Offeror (the "Contractor") provide the described work.

Upon selecting the lowest and best bid, the Fairfield County Commissioners shall enter into a Contract with such person or entity in accordance with Revised Code Section 307.86. A contract for the described work shall be prepared by the Fairfield County Commissioners and submitted to the selected Offeror. This ITB provides details on what is required to submit a Bid for the Work, and what will be required of the Contractor in providing the described work. As used herein, the term "the Fairfield County Commissioners" shall also include any of their employees, agents, or representatives.

This ITB also gives the estimated key dates for the various events that are part of the submission process, selection process, and work commencement. While these dates are subject to change, the Fairfield County Commissioners will make efforts to adhere to the dates contained herein. Once a contract is awarded, the described work must be completed by the completion date agreed upon by the Fairfield County Commissioners and the Contractor.

2.2 Objectives

The purpose of this Invitation to Bid (ITB) is to solicit bids that fulfill the requirements, performance expectations, and deliverables as outlined in the Scope of Work and General Conditions Specifications (see Section 4). It shall be the successful Bidder's obligation to ensure that their personnel providing any work or services in accordance with this ITB are qualified to perform such work or services.

2.3 **Calendar of Events**

Significant dates in connection with this ITB are shown above and are subject to change. The Fairfield County Commissioners may change any one or more of the key dates at any time, however significant schedule changes before the Inquiry Period Begins are not expected. If schedule changes occur after the Inquiry Period Begins, all participants will be notified via email. Any such email announcements shall be considered as an addendum(s) to this ITB. It will be the responsibility of the prospective Offerors to notify the County that they intend to bid upon downloading bid documents, and to check his/her email on a regular basis for posted addendums, changes and other ITB information.

A Pre-Bid Conference will be held at the project site, 12935 Stone Creek Drive, Pickerington on **Wednesday, April 26th, 2023, 10 a.m. EDT**, which all prospective bidders are encouraged to attend.

3 **INSTRUCTIONS TO BIDDERS**

3.1 **Purpose**

The following sections provide details on how to respond to this Invitation to Bid (ITB). All responses must be complete and in the prescribed format subject to the right of the Fairfield County Commissioners to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB as set forth above.

3.2 **Contacts**

The following individual will be the representative of the Fairfield County Commissioners who may be contacted in connection with this Invitation to Bid (ITB).

Bidders may obtain complete sets of the Invitation to Bid document, plans, and specifications, posted on the Fairfield County website at: www.co.fairfield.oh.us, available for downloading by the bidder. Prospective bidders should notify Daniel Neeley, Fairfield County IT Director, of their intention to bid when downloading documents electronically, and provide their contact information to accesscontrolitb@fairfieldcountyohio.gov. A complete set of the Invitation to Bid (ITB) documents will also be available at the office of the Fairfield County Board of Commissioners, 210 East Main Street, Third Floor, 210 East Main Street, Lancaster, Ohio 43130.

3.3 **Inquiries**

Bidders may make inquiries regarding this ITB any time prior to the conclusion of the Inquiry Period set forth above in the Estimated Key Dates. Bidders must use email to make their inquiries. All inquiries must be addressed to and sent accesscontrolitb@fairfieldcountyohio.gov. The submission of oral, telephonic, facsimile or telegraphic inquiries **will not** be accepted.

3.4 Preparation of Bid

- 3.4.1** Submit a bid amount on the original Bid Form furnished by the Fairfield County Commissioners, in this document.
- 3.4.2** Sign Bid Form with name printed below signature. Bids shall be effective for sixty (60) days from the bid date.
- 3.4.3** All bids submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the party responding to the ITB.
- 3.4.4** Oral, telephonic, facsimile or telegraphic bids in response to this ITB will not be accepted.
- 3.4.5** Provide all the required attachments to the Bid Form as follows:
 - A) Non-Collusion Affidavit
 - B) EEO Certification
 - C) Affidavit of Property Tax Liability
 - D) Drug-Free Work Place
 - E) Contractor References and Contact Information: The bidder shall provide references to the Owner for three (3) similar projects successfully completed including contact information.
- 3.4.6** Submit sealed bids in an opaque envelope plainly marked on the outside with the project title "ADDITION OF ACCESS CONTROL DEVICES AND HARDWARE IN THE FAIRFIELD CENTER", bid date and time, and name of the Offeror.
- 3.4.7** If the bid is mailed, the sealed bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the bid envelope.
- 3.4.8** Mailing and delivery address is:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS
Third Floor
210 East Main Street
Lancaster, Ohio 43130
- 3.4.9** Bidders shall be solely responsible for the timely delivery of their bid in response to this ITB in the manner and time prescribed. No bid shall be considered if it arrives after the time scheduled, as determined by the Fairfield County Commissioners.
- 3.4.10** Bids in response to this ITB that are unsigned, improperly prepared, contain arithmetical errors, alterations or irregularities of any kind, may, at the Fairfield County Commissioners discretion be declared unacceptable.
- 3.4.11** Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on a bid bond form complying with the Ohio Revised Code Section 153.54(C), duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of at least 10% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract; or if no award has been made within sixty (60) days after the date of the opening of bids, upon

demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

- 3.4.12 Performance Bonds.** The Contractor shall furnish a Payment and Performance Bond or Bonds in the amount of one hundred percent (100%) of the Contract price covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with security satisfactory to the Owner. The Payment and Performance Bond shall also serve as a guarantee against defective material and workmanship in the said work covered by said Contract, provided however, that no suit, action or proceeding by reason of any defect whatever shall be brought upon this bond after two (2) years following the date of final acceptance of the work by Fairfield County, Ohio.

3.5 Contractor Pre-Qualification Verification Requirements

- 3.5.1** Qualified contractors will be required to submit the following documents before entering into a contract with the Fairfield County Commissioners:

- 1) A completed W-9 Tax Form (if not on file)
- 2) A copy of your Workers Compensation Certificate
- 3) Any required licenses and identification numbers
- 4) Liability Insurance Certificates as follows:

Commercial General Liability:	Minimum \$1,000,000 per occurrence Minimum \$1,000,000 aggregate
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Auto Liability:	Minimum \$1,000,000 per occurrence Minimum \$1,000,000 aggregate
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Umbrella/Excessive Liability:	Minimum \$3,000,000 per occurrence
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3.6 Laws and Regulations

- 3.6.1** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to this contract.

3.7 Occupational Safety and Health Administration

- 3.7.1** Special attention by the bidders is also directed to the requirements of OSHA. The successful contractor will be required to observe all provisions of the Act, which are by reference included in the specified provisions of these specifications as if actually reproduced herein, and will be responsible for their full enforcement.

3.8 Award of Contract

- 3.8.1** The contract, if let, will be awarded to the lowest and best bid. In determining the awardee the following elements may be considered: whether the bidder maintains a permanent place of business; has adequate personnel and equipment to do the work safely, properly, and expeditiously; has suitable financial base to meet the obligations incidental to the work; has appropriate experience; has completed all items on the Bid Form; and has inserted no qualifying phrases or unbalanced items on the bid.

- 3.8.2** The Fairfield County Commissioners reserve the right to reject any and all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.
- 3.8.3** The bidder must be skilled in the use and interpretation of plans and specifications for this project, and has found them free of ambiguities and sufficient for bidding purposes. Further, he/she has carefully examined the site of the work and from his/her own observations, is satisfied as to the nature and location of the work, the character, and the quality of the materials and the difficulties likely to be encountered, and other items, which may affect the performance of the work. He/she has based the bid solely on these documents, including any addenda and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the bidder agrees to hold the Fairfield County Commissioners harmless for his/her negligence, error, or omissions.
- 3.8.4** The Fairfield County Commissioners may consider any bids not prepared and submitted in accordance with the provisions hereof and may waive any formalities or irregularities in the bids submitted.

3.9 Time of Completion and Liquidated Damages

- 3.9.1** The final contract completion date shall be no later than **90 calendar days** from the date of Notice to Proceed, to final close-out documents and a final payment request is submitted.
- 3.9.2** The substantial completion date for building occupancy by the Owner, and all associated work, shall be no greater than **75 calendar days** from the date of Notice to Proceed.
- 3.9.3** Liquidated damages will be assessed at a rate of \$100 per day to the contractor for late completion and occupancy of the building by the Owner, unless an approved contract extension is granted.

3.10 Payment Applications and Changes to the Work

- 3.10.1** Full payment shall be made upon satisfactory completion of the work, and all contract close-out requirements are met. If partial payment applications are requested, they shall be submitted on a monthly basis and shall be at a "percentage of work completed basis" for the various categories of work.
- 3.10.2** Payment requests must be submitted on the approved Schedule of Values, using the AIA G702 Application and Certificate for Payment form. The Schedule of Values must be approved prior to the first payment request.
- 3.10.3** Retainage: An amount of eight percent (8%) is to be withheld on monthly payments, and will be retained by the Owner until completion of the Contract as a guarantee that the Contractor will faithfully perform and completely fulfill the obligations and conditions imposed by this Contract, and will pay any damages caused the Owner by reason of any failure on his part to fulfill any or all of said obligations or conditions.
- 3.10.4** All changes to the Work involving a change in contract amount must be approved in advance by the Owner. The contractor will be required to submit a detailed labor and materials pricing

breakdown for the change in contract scope for approval by the Owner and Architect. Change Orders will be authorized on a form designated by the Owner.

3.11 Contract Termination

- 3.11.1** Upon written notice to the contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

4 GENERAL CONDITIONS AND SCOPE OF WORK

- 4.1** The purpose of this Invitation to Bid (ITB) is to obtain bids for the addition of access control devices and hardware in the Fairfield Center 12931-12945 Stonecreek Drive.
- 4.2** The Contractor shall provide a complete project including wiring of all devices, installation of door hardware and connection to necessary electric.
- 4.3** The contractor is responsible for the repair of any wall, door or other building material disturbed during the installation. Special attention should be paid to original and historic door frames and trim with the least invasive methods possible. Surface mount concealing conduit may be used where wall or historical impacts limit install.
- 4.4** The contractor must use “Lenel” or compatible hardware that integrates into the existing infrastructure for access control.
- 4.5** Demolition and removal of all debris from the site is the responsibility of the contractor, and must be performed in a timely manner. The project site must be maintained in a clean and organized condition. Coordinate dumpster locations with the Owner.
- 4.6** Provide dust control during construction and demolition activities to meet City and EPA requirements. Protect the Owners existing furniture and equipment from dusty activities or damage.
- 4.7** Submittals: The Contractor must provide submittals of product literature and installation drawings for all items to be incorporated into the final Work, to the Owner for review and approval prior to installation.

5.1 All doors will be connected to the existing Lenel 2220 Intelligent System Controller located in 12945 Stonecreek. The conduit connecting the building will be used to bring cabling from the 12935 building doors to the existing 2220 in the 12945 building.

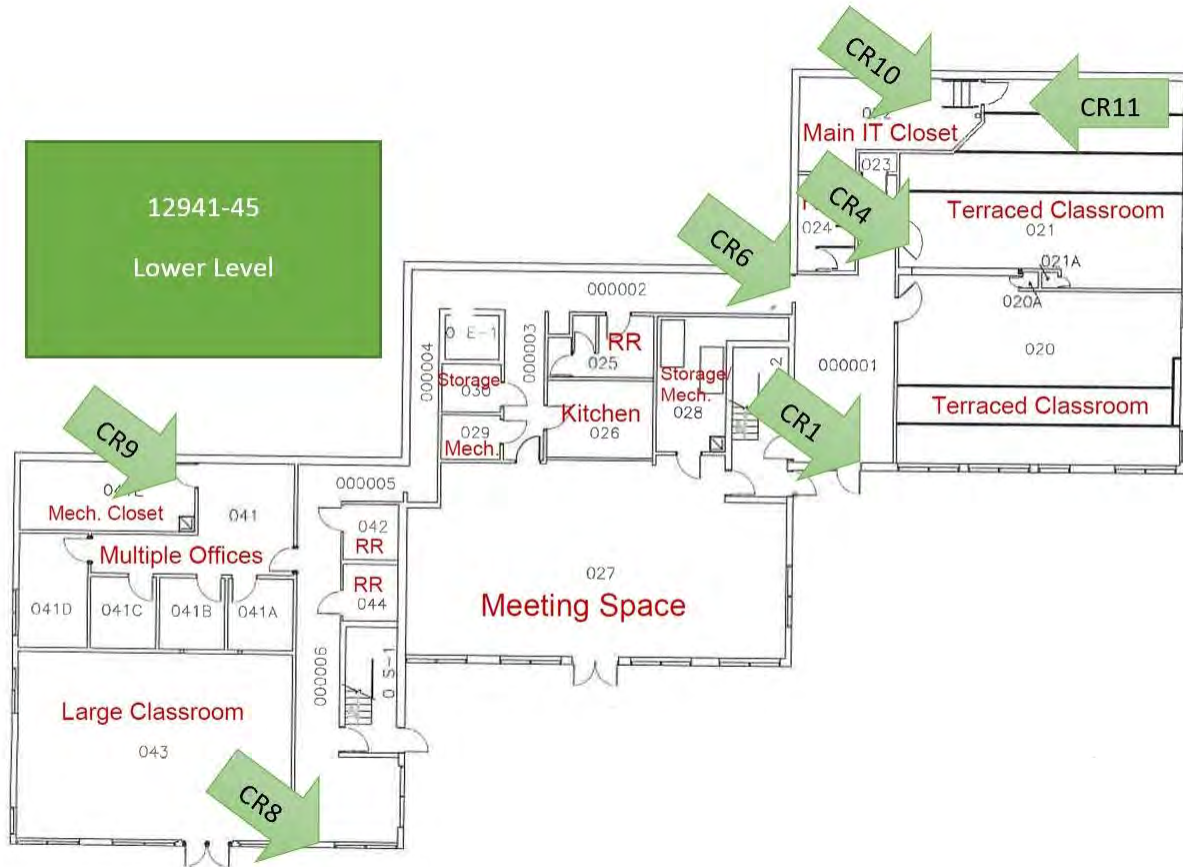
5.1.A Doors to be access controlled in 12931-12935 building.

1. 12931 Upper Level - Exterior Storefront prewired and electrified strike door.
2. 12931 Upper Level - Interior hollow metal frame door secure vestibule.
3. 12931 Upper Level - Interior hollow metal frame door to 12933.
4. 12933 Upper Level - Exterior Storefront prewired and electrified strike door.
5. 12933 Upper Level - Interior hollow metal frame door into suite
6. 12933 Upper Level - Interior hollow metal frame IT room
7. 12933 Upper Level - Interior hollow metal frame to 12935
8. 12935 Upper Level - Exterior Storefront prewired and electrified strike door.
9. 12935 Lower Level - Interior hollow metal frame lower level IT room(not on map)
10. 12933 Upper Level - Interior hollow metal frame suite entrance



5.1.B Doors to be access controlled in 12941-12945 building.

1. 12941 Lower Level - Exterior common area door
2. 12941 Upper Level - Interior hollow metal frame interview room (reader inside room)
3. 12941 Upper Level - Interior hollow metal frame evidence room
4. 12941 Lower Level - Hollow metal frame PSAP room
5. 12941 Lower Level - Hollow metal frame IT Server Room (to be built)
6. 12941 Lower Level - Interior hollow metal frame to 12943 suite door (to be built)
7. 12943 Upper Level - Interior hollow metal frame BMV entrance
8. 12945 Lower Level - Exterior rear door common area
9. 12945 Lower Level – Interior hollow metal frame door mechanical /IT room
10. 12941 Lower Level – Interior hollow metal frame door mechanical room
11. 12941 Lower Level – Interior hollow metal frame door IT Server Room



6. ADDITIONAL REQUIREMENTS

In addition to any other requirements herein, the Contractor shall comply with the requirements listed below:

6.1 General Requirements

- 6.1.1** The Contractor shall comply with all applicable ordinances, laws, and regulations. The Contractor shall obtain and pay for any and all required permits and inspections as needed.
- 6.1.2** The Contractor will remove from the site, as required, any existing materials resulting from excavation or demolition at the building site.
- 6.1.3** The Contractor shall provide a Liability Insurance Certificate, and Workers Compensation Certificate to the County prior to the start of work.

6.2 Schedule and Coordination

- 6.2.1** The Contractor shall coordinate all construction activities with the authorized representative of the Fairfield County Commissioners. The Project Schedule must be submitted and approved prior to the first payment application.

6.3 Security

- 6.3.1** The Contractor shall maintain security of the project site and its contents at all times during the term of the contract and any extensions thereto.

6.4 Fire Safety

- 6.4.1** The Contractor shall comply with all local fire safety requirements.
- 6.4.2** The Contractor shall take every precaution to prevent fires.

6.5 Final Clean-Up

- 6.5.1** The Contractor shall perform periodic cleaning during the term of this agreement and maintain all surrounding areas in clean condition.

CONTRACT FORM A
Fairfield County Commissioners
Installation of Access Control Devices
At the
Fairfield Center

BID FORM

Bids Must be submitted on this form only. (Type or Print Clearly)

ITEM 1 Fairfield Center :

Sub-Total Amount: \$ _____

TOTAL COMBINED BASE BID AMOUNT: \$ _____

PROJECT TIMELINE (IN DAYS) FROM CONTRACT EXECUTION _____days

Signed By Bidder: _____

Date: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____

Access Control additions – The Fairfield Center

Bid Opening Friday May 5, 2023 10:00am EST

Company Name	A	B	C	D	E	Details/Total
Mid-Ohio-Valley Integrated	✓	✓	✓		✓	\$89,500.00
Industrial Technical Services	✓	✓	✓	✓	✓	\$60,811.05

AGREEMENT

This Agreement is made as of _____, between the Owner and the Contractor for the following project as listed below;

OWNER: The Board of Fairfield County Commissioners
210 East Main Street
Lancaster, OH 43130

CONTRACTOR: Industrial Technical Services Inc.
12954 Stonecreek Dr. Suite A
Pickerington, OH 43147

PROJECT NAME: Installation of Access Control Devices at the Fairfield Center

ARCHITECT: N/A (if applicable)

The undersigned Contractor is to furnish all material and perform all labor necessary to complete the Work described in the Contract Documents and the attached Invitation to Bid issued for the referenced project, and as noted below:

1. The parties agree that the contract shall consist of all the bid documents related to Invitation to Bid (ITB) issued by Fairfield County on April 17, 2023, and this agreement, all of which are collectively known as the "Contract".
2. The contract term is six (6) month from the date that the Owner accepts this Contract via signature and resolution.
3. The total amount of the contract cannot exceed sixty thousand eight hundred eleven and five cents (\$60,811.05), unless otherwise limited or expanded by a written contract amendment.
4. The Contractor and the Owner agree that the following exceptions and clarifications to the scope of work, as noted in the referenced bid documents shall apply:
 - a. No additional Lenel licensing is covered as part of this agreement
 - b. All readers to be HID Proximity with keypad or mullion mount and approved in writing by the County

5. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio, sitting in Fairfield County, Ohio.
6. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. The Contractor shall name Fairfield County Board of Commissioners as an additional insured on the liability insurance. A copy of the policy shall be provided to the Owner prior to the commencement of work. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
7. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
8. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, however, the County will, at all times, have access to the work. All work will be performed in a good and workmanlike manner. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
9. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
10. The Contractor shall complete all work in a prompt and workmanlike manner. Time is of the essence in this agreement.
11. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the contract sum shall be adjusted to deduct the cost of

correction from payments due the Contractor.

12. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
13. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.
14. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.
15. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights of Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

16. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
17. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
18. Upon receipt of monthly Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the County Facilities Manager and/or County IT Director has approved the invoice, payment will be processed by the Auditor's Office.
19. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.
20. The Contractor 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 contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a County employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this contract, the County may exercise any right under this Agreement, including termination.
21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the County shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
22. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
23. If any term or provision of this Agreement or the application of such term or provision 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 any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Contractor: Industrial Technical Services Inc.

Signed By: George Osney
George Osney Vice President

Date: 5/12/23

ACCEPTANCE

You are hereby authorized to proceed with the above work for which the undersigned agrees to pay the amount stated in said Contract and according to the terms thereof:

Owner: Fairfield County Board of County Commissioners

Signed By: _____

Date: _____

APPROVED AS TO FORM:

Assistant Prosecuting Attorney

Date: _____

Prosecutor's Approval Page

Resolution No.

A resolution to approve an access control installation agreement and bid award between Industrial Technical Services Inc. and the Fairfield County Board of Commissioners for the purposes of additional access security controls in the Fairfield Center

(Fairfield County Information Technology)

Approved as to form on 6/2/2023 10:04:34 AM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.I

A resolution to approve an access control installation agreement and bid award between Industrial Technical Services Inc. and the Fairfield County Board of Commissioners for the purpose of additional access security controls in the Fairfield Center.

(Fairfield County Information Technology)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation 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 The Bair Foundation, 665 E. Dublin Granville Rd. Suite 290, Columbus, OH 43229 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this amended agreement shall be effective April 1st, 2023 through September 30th, 2023; and

WHEREAS, a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form,

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

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with The Bair Foundation.

Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

And The Bair Foundation hereinafter "Provider," whose address is:

The Bair Foundation
665 E Dublin Granville Rd Ste 290
Columbus, OH 43229

Collectively the "Parties".

Contract ID: 19312423

Originally Dated: 10/01/2022 to 09/30/2023

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason: Other
Addenda Begin Date: 04/01/2023
Addenda End Date:
Increased Amount:
Article Name:

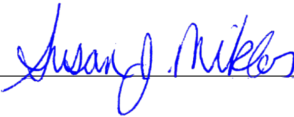
Addenda Reason Narrative:

Contract amended for new per-diem break downs.

Traditional Foster Care (30221) FFH - Maintenance: \$23.60 Administration: \$11.32 Case Management: \$17.59
Transportation Admin: \$0.38 Transportation Maintenance: \$1.34 Total Per-Diem: \$54.23
Specialized Foster Care (30222) Spec Need - Maintenance: \$37.00 Administration: \$19.76 Case Management: \$26.38
Transportation Admin: \$0.56 Transportation Maintenance: \$0.96 Total Per-Diem : \$84.66
Exceptional Foster Care (30224) Excpt Need - Maintenance: \$43.00 Administration: \$18.67 Case Management: \$28.58
Transportation Admin: \$0.61 Transportation Maintenance: \$1.31 Total Per-Diem: \$92.17
Intensive Foster Care (30223) Excpt Need - Maintenance: \$53.00 Administration: \$26.78 Case Management: \$31.18
Transportation Admin: \$0.67 Transportation Maintenance: \$1.37 Total Per-Diem: \$113.00

SIGNATURE OF THE PARTIES

Provider: The Bair Foundation

Print Name & Title	Signature	Date
Susan J. Miklos, Executive Director		4/21/2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

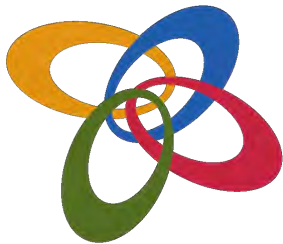
Agency: Fairfield County Department of Job and Family Services

Provider / ID: The Bair Foundation / 24341

Run Date: 04/20/2023

Contract Period: 10/01/2022 - 09/30/2023

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
Exceptional Foster Care -- Columbus (30224) - Excpt Need	107638			\$43.00	\$18.67	\$28.58	\$0.61	\$1.31				\$92.17	04/01/2023	09/30/2023
Intensive Foster Care -- Columbus (30223)-Excpt Need	107637			\$53.00	\$26.78	\$31.18	\$0.67	\$1.37				\$113.00	04/01/2023	09/30/2023
Specialized Foster Care -- Columbus (30222)-Spec Need	107641			\$37.00	\$19.76	\$26.38	\$0.56	\$0.96				\$84.66	04/01/2023	09/30/2023
Traditional Foster Care -- Columbus(30221)-FFH	107636			\$23.60	\$11.32	\$17.59	\$0.38	\$1.34				\$54.23	04/01/2023	09/30/2023



A Contract regarding The Bair Foundation-Amendment 23-24 between Job and Family Services and

Approved on 5/30/2023 8:01:59 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 5/30/2023 11:14:56 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000334 - 03**

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: 003

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THE BAIR FOUNDATION
241 HIGH ST
NEW WILMINGTON, PA 16142

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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
724-946-8711	724-946-3249	398	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
01/01/2023	2968		
DEPARTMENT/LOCATION			
JOB & FAMILY SERVICES			
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

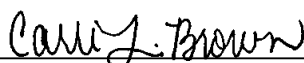
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$30,000.00	\$30,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$30,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

06/06/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$30,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$30,000.00

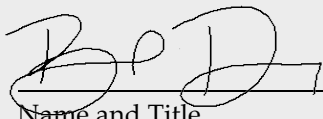
297

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$50,000
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



Fiscal Supervisor

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 6/1/2023 10:51:46 AM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.m

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Bair Foundation and Child Protective Services Department.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

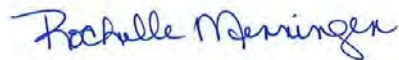
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caring for Kids, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Caring for Kids, Inc., 650 Graham Rd 101, Cuyahoga Falls, OH 44221 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 July 1st, 2023 through June 30th, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Caring for Kids, Inc.

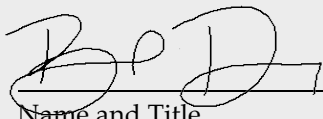
Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

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.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000292 - 02**

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: 002

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CARING FOR KIDS INC
650 GRAHAM RD STE 101
CUYAHOGA FALLS, OH 44221

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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			
				350					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		13730						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

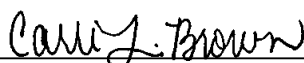
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$11,400.00	\$11,400.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$11,400.00 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

06/06/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$11,400.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$11,400.00

304

An official website of the United States government
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words [i](#)

☐ All Words [i](#)

☒ Exact Phrase [i](#)

e.g. 1606N020Q02

"A New Leaf, Inc." ×


"Lutheran Home Society dba Genacross Family & Youth Services" ×

"Caring for Kids, Inc." ×

Federal Organizations

Enter Code or Name

▼



06/06/2023

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Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Caring for Kids, Inc., hereinafter "Provider", whose address is:

Caring for Kids, Inc.
650 Graham Rd 101
Cuyahoga Falls, OH 44221

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2023** through **06/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied 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
Caring for Kids, Inc.
650 Graham Rd 101
Cuyahoga Falls, OH 44221

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at

the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Caring for Kids, Inc.

Print Name & Title	Signature	Date
Ashley Berdine, MSSA, LISW-S Director, Foster Care + Behavioral Health	Ashley Berdine, MSSA, LISW-S	5.19.2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

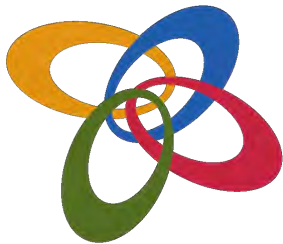
Agency: Fairfield County Department of Job and Family Services

Provider / ID: Caring for Kids, Inc. / 24439

Run Date: 05/18/2023

Contract Period: 07/01/2023 - 06/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Family Foster Home	69387			\$24.00	\$40.00							\$64.00	07/01/2023	06/30/2024
Foster Care (30145)-Excpt Need	375641			\$46.00	\$47.00							\$93.00	07/01/2023	06/30/2024
Foster Care (30145)-Spec Need	107692			\$31.00	\$44.00							\$75.00	07/01/2023	06/30/2024



**A Contract regarding Caring for Kids 23-24 between Job and Family Services
and**

Approved on 5/30/2023 8:01:09 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 5/30/2023 11:13:03 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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: **Caring for Kids, Inc.**
Date: **5/18/2023 2:02:06 PM**

This search produced the following list of **22** possible matches:

Name/Organization	Address
Carey, Charles	P.O. Box 257
Carlisle, Joshua	3237 Joyce Hill Rd. SW
Carnahan, Dean	54 W. Elm St.
Carpenter, Berry	PO Box 69, 1580 State Route 56
Carpenter, Wanda	2008 Twp. Rd. 223
Carr, James	9 Schubert Drive
Carr, Kelly	1031 Richmond Ave
Carter, Phillip	2711 Bridgewater Lane
Carter, Tammy Jo	7300 S. 437 Road
Carter, Garcia	9763 Mangham Drive
Carter, Dale	351 Kenyon Avenue
Carter, Franklin	169 Brook Valley Dr.
Carter, Franklin	7601 Harrison Avenue
Carter, Franklin	61 Ternes Ave
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
George Washington Carver Preparatory Academy	11260 Chester Road, Suite 260
George Washington Carver Preparatory Academy	2283 Sunbury Road
Ministerial Day Care Association	
Ministerial Day Care Association	11955 Shaker Blvd.
Scholarts Preparatory and Career Center for Children	PO Box 360895
Vintage Coins and Cards AKA Vintage Coins and Collectibles	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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 Caring for Kids,
Inc.

(Fairfield County Job and Family Services)

Approved as to form on 6/1/2023 12:14:22 PM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.n

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Caring for Kids, Inc.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Eastway Corporation.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Eastway Corporation, 600 Wayne Ave, Dayton, OH 45410 and

WHEREAS, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

WHEREAS, this agreement shall be effective April 1st, 2023 through March 31st, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Eastway Corporation.

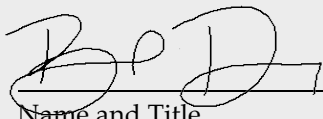
Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

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.***

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000332 - 02**

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: 002

V
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R

EASTWAY CORP
600 WAYNE AVE
DAYTON, OH 45410

S
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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
937-496-2000				455	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	2840				JOB & FAMILY SERVICES
NOTES					

NETWORK BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

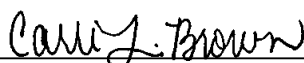
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$120,000.00	\$120,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$120,000.00 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

06/06/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$120,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$120,000.00

340



You have 2 new alerts
[Show / Hide Alerts](#)



Search

Exact Phrase

e.g. 1606N020Q02

Select Domain
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words [i](#)

☐ All Words [i](#)

☐ Exact Phrase [i](#)

e.g. 1606N020Q02

"Eastway Behavioral Health"



Federal Organizations

Enter Code or Name



Status



☒ Active

06/06/2023

☐ Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

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General Services Administration

06/06/2023

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing

unauthorized activities are subject to disciplinary action including criminal prosecution.

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Eastway Behavioral Health**
Date: **5/16/2023 3:19:25 PM**

This search produced the following list of **3** possible matches:

Name/Organization	Address
Bright Ideas Management and Consulting	801 S. Copper Key Court
Gleason, David	2700 Hemphill Dr.
Ralston (deceased), Susan	21421 Sprouse Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

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Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

OhioMHAS-Eastway Corporation, hereinafter "Provider", whose address is:

OhioMHAS-Eastway Corporation
600 Wayne Ave
Dayton, OH 45410

Collectively the "Parties".

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Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
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
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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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTS) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the Q RTP 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 OhioMHAS-Eastway Corporation
600 Wayne Ave
Dayton, OH 45410

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is

paid within 45 days, and is made aware in advance if this is not possible.


FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: OhioMHAS-Eastway Corporation

Print Name & Title	Signature	Date
Leahy Brue, MA VP, Director of Care Management and Compliance		4/01/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date

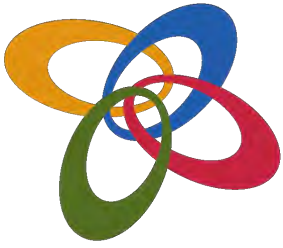
Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
 Provider / ID: OhioMHAS-Eastway Corporation / 3848310

Run Date: 04/20/2023
 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
Northcutt Intensive Treatment Unit (20748)	2331656			\$650.00								\$650.00	04/01/2023	03/31/2024
Northcutt Residential (formerly Pathways) (20286)	373662			\$511.00								\$511.00	04/01/2023	03/31/2024
Ranch of Opportunity/ Intensive Treatment (20809)	4399663			\$650.00								\$650.00	04/01/2023	03/31/2024
Ranch of Opportunity/ Residential Treatment (20808)	4143663			\$487.00								\$487.00	04/01/2023	03/31/2024
The Heritage of Hannah Neil (20852)	6035663			\$487.00								\$487.00	04/01/2023	03/31/2024
The Heritage of Hannah Neil - Intensive Treatment (20879)	7155663			\$650.00								\$650.00	04/01/2023	03/31/2024



A Contract regarding Eastway between Job and Family Services and

Approved on 5/30/2023 8:01:38 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 5/30/2023 11:11:58 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between
Fairfield County Job & Family Services, Child Protective Services Division and Eastway
Corporation.

(Fairfield County Job and Family Services)

Approved as to form on 6/1/2023 12:02:12 PM by Steven Darnell,

Signature Page

Resolution No. 2023-06.06.o

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Eastway Corporation.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Kids Count Too, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Kids Count Too, Inc., 1616 E. Wooster St. 3, Bowling Green, OH 43402 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 May 1st, 2023 through April 30th, 2024; and

WHEREAS, a purchase order encumbering the funds for the services was acquired; and

WHEREAS, the Prosecuting Attorney has approved the agreement as to form.

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Kids Count Too, Inc.

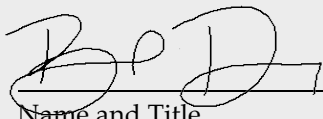
Prepared by: Brandi Downhour
cc: JFS / Fiscal Supervisor

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.***

01.2018

COST ANALYSIS:

For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.

The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000409 - 03**

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: 003

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KIDS COUNT TOO INC
1616 E WOOSTER#3
BOWLING GREEN, OH 43402

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JOB & FAMILY SERVICES
239 W MAIN STREET
LANCASTER, OH 43130
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
419-354-5437				372	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	11215				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

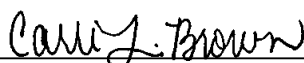
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$41,000.00	\$41,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$41,000.00 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

06/06/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$41,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$41,000.00

378



You have 2 new alerts
Show / Hide Alerts



Search

Exact Phrase

e.g. 1606N020Q02

Select Domain
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

☐ Any Words [i](#)

☐ All Words [i](#)

☐ Exact Phrase [i](#)

e.g. 1606N020Q02

"Kids Count Too"



Federal Organizations

Enter Code or Name



Status



☒ Active

06/06/2023

☐ Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

[Sign In](#)

Would you like to include inactive records in your search results?

[Yes](#)

[Go Back](#)



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[Policies](#)

[Customer Service](#)



General Services Administration

06/06/2023

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

380

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

Kids Count Too, Inc., hereinafter "Provider", whose address is:

Kids Count Too, Inc.
1616 E Wooster St 3
Bowling Green, OH 43402

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
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ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2023** through **04/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied 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
Kids Count Too, Inc.
1616 E Wooster St 3
Bowling Green, OH 43402

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

Attachment Three.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is

paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Kids Count Too, Inc.

Print Name & Title	Signature	Date
Timothy Overly, KCT Director	<i>Timothy Overly</i>	5/5/5023

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: Kids Count Too, Inc. / 24543

Run Date: 05/05/2023

Contract Period: 05/01/2023 - 04/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care - Level 1 (30282)-FFH	375647			\$35.00	\$45.00							\$80.00	05/01/2023	04/30/2024
Traditional Foster Care - Level 1 (30282)-FFH	375647			\$38.00	\$47.00							\$85.00	05/01/2023	04/30/2024
Traditional Foster Care - Level 1 (30282)-FFH	375647			\$40.00	\$50.00							\$90.00	05/01/2023	04/30/2024
Traditional Foster Care - Level 1 (30282)-FFH	375647			\$45.00	\$50.00							\$95.00	05/01/2023	04/30/2024
Traditional Foster Care - Level 1 (30282)-Spec Need	107796			\$48.00	\$92.00							\$140.00	05/01/2023	04/30/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Kids Count Too, Inc. / 24543

Run Date: 05/05/2023

Contract Period: 05/01/2023 - 04/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care - Level 2 (30387)- FFH	3615663			\$45.00	\$45.00							\$90.00	05/01/2023	04/30/2024
Traditional Foster Care - Level 2 (30387)- Spec Need	3617663			\$60.00	\$92.00							\$152.00	05/01/2023	04/30/2024
Treatment Foster Care - Level 1 (30281)- Spec Need	373679			\$40.00	\$50.00							\$90.00	05/01/2023	04/30/2024
Treatment Foster Care - Level 1 (30281)- Spec Need	373679			\$60.00	\$92.00							\$152.00	05/01/2023	04/30/2024
Treatment Foster Care - Level 2 (30388)- FFH	3619663			\$45.00	\$55.00							\$100.00	05/01/2023	04/30/2024

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

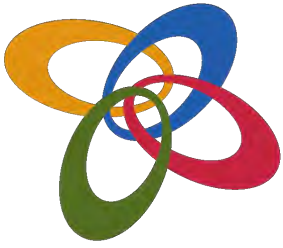
Agency: Fairfield County Department of Job and Family Services

Provider / ID: Kids Count Too, Inc. / 24543

Run Date: 05/05/2023

Contract Period: 05/01/2023 - 04/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Treatment Foster Care - Level 2 (30388)-Spec Need	3617664			\$80.00	\$92.00							\$172.00	05/01/2023	04/30/2024



A Contract regarding Kids Count Too 23-24 between Job and Family Services and

Approved on 5/30/2023 8:00:38 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner
Assistant Deputy Director

Approved on 5/30/2023 11:13:50 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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: **Kids Count Too**
Date: **5/16/2023 3:22:33 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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 Kids Count Too,
Inc.

(Fairfield County Job and Family Services)

Approved as to form on 6/1/2023 11:43:04 AM by Steven Darnell,

Resolution No. 2023-06.06.p

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division, and Kids Count Too, Inc.

(Fairfield County Job and Family Services)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

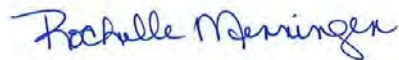
Voting:

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

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen
Board of County Commissioners
Fairfield County, Ohio