



# REVIEW AGENDA

## BOARD OF COMMISSIONERS

**Commissioners:**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

**Tuesday, June 10, 2025****9:00 a.m.****County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

**1. Review**

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

**2. Welcome****3. 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.*

**4. Legal Update****5. County Administration Update**

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. World Elder Abuse Awareness Day Event, June 11, 2025, 8:00 a.m., Life Church Vineyard, 5550 Lancaster-Newark Rd. NE, Pleasantville
  - ii. MCU Governing Board Meeting, June 11, 2025, 11:00 a.m., Fairfield County EMA, 240 Baldwin Dr., Lancaster
  - iii. CFLP Board of Director's Meeting, June 13, 2025, 9:00 a.m., Donald Hill County Administration Building, 20 S. Second St., Newark
- e. Correspondence
  - i. Board of Elections' Certificate of Result of Election, Fairfield County Board of Developmental Disabilities Renewal Levy
  - ii. Columbus Dispatch, Max Filby, May 30, 2025, "Central Ohio in Line for \$1 Billion-Plus Data Center"
  - iii. Thank You Note to Commissioner Levacy from the Military Veterans of Olivedale
  - iv. Email, AEP, June 2, 2025, Subject: AEP Ohio Base Rate Case Filing
  - v. Correspondence Regarding Industrial Solar Projects

**SERVE • CONNECT • PROTECT**



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- 6. Updates from Elected Officials and Department Heads**
- 7. Old Business**
- 8. New Business**
- 9. Regular (Voting) Meeting**
- 10. Adjourn**
- 11. Community Housing Impact Preservation 2<sup>nd</sup> Hearing, 10:00 a.m.**
- 12. Land Bank Meeting, 10:30 a.m.**
- 13. Transportation Improvement District Meeting, 1:00 p.m., Fairfield County  
Records Center, 138 W. Chestnut St., Lancaster**

SERVE • CONNECT • PROTECT

ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
MAY 19, 2025 TO June 08, 2025

Fairfield County Auditor- Finance

- AA.05.27-2025.b An Administrative Approval to approve the MAPSYS contract change order for 100 additional hours (200 total) of maintenance and support supporting the DocLink web application. [Auditor- Finance]
- AA.06.04-2025.c An Administrative Approval to approve the DocLink Phase 2.1 development. [Auditor- Finance]

Fairfield County Commissioners

- AA.05.20-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.21-2025.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
- AA.05.23-2025.a An Administrative Approval to approve the debt payments that are due June 1, 2025. [Commissioners]
- AA.05.27-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.05.27-2025.c An Administrative Approval for the Settlement and Closing Statement, Seller's Affidavit, Easement Statement, and Warranty Deed for Resolution 2025-02.25.a, A Resolution Authorizing the Perpetual Easement for Limited Access for Highway Purposes of 111.10 +/- and the Sale of 3.760 Acres of Property Owned by the Fairfield County Board of Commissioners and Granted to the Ohio Department of Transportation [Commissioners]
- AA.05.27-2025.d An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]
- AA.06.03-2025.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.06.04-2025.d An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$77,250 per invoice. [Commissioners]

Fairfield County Emergency Management Agency

- AA.06.02-2025.a An Administrative Approval authorizing the purchase of a 2025 Dodge Ram Pickup Truck [EMA]

Fairfield County Facilities

- AA.05.26-2025.a An Administrative Approval for an addendum to an attorney fee agreement between the Fairfield County Board of Commissioners and the law firm of Stebelton Snider. [Facilities]
- AA.05.26-2025.b An Administrative Approval for Roof and Gutter Services for the Amstutz Building and Visitation Building [Facilities]
- AA.05.26-2025.c An Administrative Approval for Gutter and Downspout Services for the Baldwin Building [Facilities]
- Fairfield County Family and Children First Council
- AA.05.21-2025.b Administrative approval of an Amendment to a grant agreement between the Fairfield County Board of Commissioners as Administrative Agent for the Fairfield County Family and Children First Council, and the State of Ohio Department of Children and Youth (DCY). [Family and Children First Council]
- Fairfield County Sheriff
- AA.05.23-2025.c An Administrative Approval for an Intergovernmental Agreement for the Use of Computer Aided Dispatch System (CAD) by MECC, a Regional Council of Governments, and the Fairfield County Sheriff's Office [Sheriff]
- Fairfield County Utilities Department
- AA.06.04-2025.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]
- AA.06.04-2025.b An administrative approval of a bank transfer for the County Utilities Department [Utilities]
- Lancaster-Fairfield Community Action Agency
- AA.05.23-2025.b Administrative Approval of the Contract for Lancaster-Fairfield Community Action Agency to Administer the Program Year 2025 Community Housing Impact and Preservation (CHIP) Program [Community Action]
- AA.05.26-2025.e Administrative Approval to sign the PY 25 CHIP Environmental Review Document and Certification form for General Administration and Fair Housing for the PY 25 CHIP Application [Community Action]
- South Central Major Crimes Unit
- AA.05.26-2025.d An Administrative Approval for the Major Crimes Unit-Project FORT and Creed [Sheriff - Major Crimes Unit]

**Quarters Total 2021, Total 2022, Total 2023, Total 2024, Quarter 1, 2, 2025 – American Rescue Plan Fiscal Recovery Funds, as of 5.30.2025.**

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

**\$30,606,902.00 has been appropriated, \$27,848,885.61 expended, \$2,612,787.78 encumbered or obligated.**

<b>Project/Category</b>		<b>As of 5/30/25 Appropriations</b>	<b>As of 5/30/25 Expenditure</b>	<b>As of 5/30/25 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,426,059.58	3,424,899.58	1,160.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,349,882.21</b>	<b>6,348,722.21</b>	<b>1,160.00</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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R210e	ADAMH/LSS Housing Projects	3,000,000.00	800,564.01	2,199,435.99
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	399,354.84	0.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
<b>Subtotal Negative Economic Impacts</b>		6,426,158.72	4,226,722.73	2,199,435.99
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00

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<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	2,557,176.53	204,659.32
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	221,535.69	221,535.69	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	780,162.36	53,837.64
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>7,171,600.69</b>	<b>6,913,103.73</b>	<b>258,496.96</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

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Project/Category		As of 5/30/25 Appropriations	As of 5/30/25 Expenditure	As of 5/30/25 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,344,528.02	3,225,277.92	119,250.10
R61h	Community School Attendance Program	501,137.00	501,137.00	0.00
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	454,656.40	5.60
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	48,000.00	4,433.00
R61t	County Radios	61,537.50	51,588.82	9,948.68
R61u	Transportation	243,000.00	243,000.00	0.00
R61v	Transportation Rebranding	20,057.45	0.00	20,057.45
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
<b>Revenue Loss</b>		10,000,000.00	9,846,305.17	153,694.83

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<b>Administration</b>				
R71a	Administrative Expenses	591,798.66	446,570.05	0.00
<b>Subtotal Administration</b>		591,798.66	446,570.05	0.00
<b>Grand Total</b>		<b>\$30,606,902.00</b>	<b>\$27,848,885.61</b>	<b>\$2,612,787.78</b>

**Certificate of Result of Election**  
**On Tax Levy in Excess of the Ten Mill Limitation**  
R.C. 3501.11, 3505.33, 5705.19 – 5705.25

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The State of Ohio, Fairfield, ss.

To: **Ohio Secretary of State**  
**Ohio Department of Taxation, Tax Equalization Division**

We, the undersigned, Fairfield Board of Elections, do hereby certify that the Special election held in the Fairfield County Board of Developmental Disabilities on the 6th day of May, 2025 on the question of levying a tax, in excess of the ten mill limitation, for the benefit of the subdivision for the purpose of:

**PROVIDING AND OPERATING COMMUNITY PROGRAMS AND SERVICES AUTHORIZED BY COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES**

Tax Being:

A renewal of a tax for the benefit of the Fairfield County Board of Developmental Disabilities for the purpose of providing and operating community programs and services authorized by county boards of developmental disabilities, for the acquisition, construction, renovation, financing, maintenance, and operation of developmental disabilities facilities, or for both of such purposes, that the county auditor estimates will collect \$7,608,000.00 annually, at a rate not exceeding 1.85 mills for each \$1 of taxable value, which amounts to \$40 for each \$100,000 of the county auditor's appraised value, for 5 years, commencing in 2025, first due in calendar year 2026.

Resulted as follows:

**Total number of votes cast:** (11,332)

**For the tax levy:** (7,465)

**Against the tax levy:** (3,867)

As the same appears by the abstract of votes duly certified and signed by us and deposited in our office.

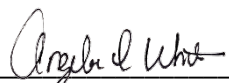

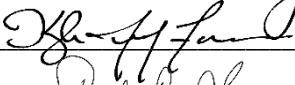
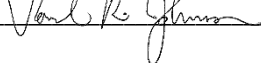
IN WITNESS WHEREOF, we have hereunto subscribed our names officially at  
Fairfield, Ohio, this 14th day of May.

Attest:



**Fairfield, Ohio.**

Director

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
**Board of Elections**

Chair

## Central Ohio in line for \$1 billion-plus data center. Here's what we know



**Max Filby**

Columbus Dispatch

May 30, 2025

A more than \$1 billion [data center campus](#) planned for Millersport is expected to eventually create hundreds of new jobs.

Construction is expected to begin before the end of the year, and the first building on the data center campus could open in 2027, Fairfield County Economic Development Director Rick Szabrak told The Dispatch.

Denver-based Vantage is behind the new data center campus, Szabrak said. The company already has three data centers in New Albany, [according to tracking website Data Center Map](#).

"They've been very aggressive with their timeline," Szabrak said. "This is going to be huge for the village."

The campus will be built near State Routes 204 and 37 on 500 acres annexed by Millersport, a village of just under 1,000 residents, about a 30-minute drive east of Downtown Columbus. [Fairfield County Commissioners approved the annexation](#) earlier this month.

With planning in the early stages, Szabrak said exact investment numbers and employment figures weren't yet available. Once the campus is fully operational though, Szabrak said it would become the largest employer in Millersport.

Vantage has not responded to a request for comment but [when the company announced its New Albany campus in 2024](#), an executive called the state a "strategic market" and said the data centers would "strengthen the state's economy and its reputation as a hub for technology and innovation."

The data centers are the latest in a long line of similar projects planned for Ohio. At least 179 data centers are operating or planned for Ohio, making it home to the fifth-most centers in the U.S. behind Virginia, Texas, California and Illinois, [according to tracking website Data Center Map](#).

But as data centers have popped up throughout the region, so have concerns about their electric use.

The surge in data centers means Ohio is expected to eat up so much electricity that demand for power in the region will be similar to all of Manhattan by 2030, [according to American Electric Power](#).



The Vantage data center campus in Millersport will generate some or all of its own power, though Szabrak said he wasn't yet sure how it would do so. The practice, known as "behind-the-meter" generation, is becoming more common as the number of data centers has increased and consume more electricity.

The Millersport campus comes as [Microsoft in April delayed plans for \\$1 billion in data center campuses in Licking County](#). Each of the three Microsoft data center campuses were supposed to have one building at first with the potential for several buildings on each site, The Dispatch reported in 2024.

The project was to create 20 jobs to start with and could have created hundreds of jobs once the campuses reached full capacity.

Around the same time Microsoft delayed its campuses in Licking County, it also ended leases for sizeable data center capacity in the U.S., [Reuters reported](#). The move suggested a potential oversupply at Microsoft as it builds artificial intelligence infrastructure to meet a looming surge in demand.

Szabrak said he was not concerned that Vantage's data center campus plans could eventually be rolled back. Instead, he sees the plans as a clear indication of just how bright the village's future may be.

"This is an area of the county that hasn't seen much industrial growth," Szabrak said. "We see a lot of opportunity."

*Dispatch investigative reporter Max Filby can be reached by email at [mfilby@dispatch.com](mailto:mfilby@dispatch.com). Find him on X at the handle [@MaxFilby](#) or on Facebook at [@ReporterMaxFilby](#).*



**MILITARY VETERANS**  
of Olivedale



253 Boving Road, Lancaster, Ohio 43130

740-687-6655

May 27, 2025

Mr. Dave Levacy  
Fairfield County Commissioners  
210 East Main Street  
Lancaster, OH 43130

Dear Commissioner Levacy:

The Military Veterans of Olivedale would like convey our sincerest **THANKS** to you for attending our Monday, May 19, 2025 meeting and your excellent and interesting presentation on a new Fairfield County Veterans Hall of Fame. You certainly put much time and effort into your speech, and we are extremely grateful for your time. We were honored to have you as our guest speaker and to have you share your experiences.

It is very noble of you to spend your time and energy to inform the public about the sacrifices our local veterans have made to guarantee our freedoms. A BIG **Thank You** for the question-and-answer portion of your talk. The men got a lot out of it, and I know they were very pleased to have their questions answered.

We are very grateful to you for sharing your valuable time with us about a subject that is of great interest to Veterans and everyone. Thank You Again – From the Olivedale Veterans.

Sincerely,

David R. McKittrick  
Board Member, Olivedale

Bill Reed  
Commander

**WE SUPPORT OUR TROOPS**

**From:** [Brandy M Marshall](#)  
**Subject:** [E] AEP Ohio Base Rate Case filing  
**Date:** Monday, June 2, 2025 12:08:28 PM  
**Attachments:** [image001.png](#)  
[One Voice 25.5.30.pdf](#)  
**Importance:** High

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**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.

Good afternoon,

Friday, May 30th, AEP Ohio filed a request with the Public Utilities Commission of Ohio (PUCO) to increase electric distribution base rates. If approved by the Commission, residential base rates will increase by approximately 2.14% (or \$3.95 per month) for the average residential customer using 1,000 kWh per month.

The attached document shares important information on the request and process, what it could mean for customers' bills and payment assistance information. We will keep you updated throughout the process.

Thank you,



**BRANDY M MARSHALL | BUSINESS SERVICES ACCT MGR**  
[BMMARSHALL@AEP.COM](mailto:BMMARSHALL@AEP.COM) | D:740.689.4713 | C:740.503.1193  
1320 SUGAR GROVE RD., SE, LANCASTER, OH 43130

# AEP Ohio Files Base Rate Case to Support Safe, Reliable Electric Service

March 2025



## What You Need to Know

- AEP Ohio has filed a request with the Public Utilities Commission of Ohio (PUCO) to increase electric distribution base rates.
- If AEP Ohio's requested increase is approved by the Commission, residential base rates will increase approximately 0.5% or 0.5¢ per month for the average residential customer using 1,000 kWh per month.
- Distribution base rates reflect the cost of delivering electricity to customers.
- The exact amount will depend on the outcome of the PUCO case. The PUCO will rigorously review AEP Ohio's requested increase and seek input from a variety of customer groups.

## OVERVIEW

On March 20, 2025, AEP Ohio filed with the Public Utilities Commission of Ohio an application for an increase in electric distribution base rates. Distribution base rates reflect the cost of delivering electricity to customers. These costs pay for the distribution system — poles, wires, substations and other equipment — along with the costs required to keep this system running.

AEP Ohio is committed to providing its customers with safe, reliable electricity. Granting this base rate request will allow us to start recovering investments we have already made to serve customers across our entire service territory and to continue investing in our electric system so that we can better provide the essential electric service that powers our customers' lives.

Using a rigorous review process required by Ohio law, the PUCO will examine AEP Ohio's proposal and seek public input before reaching a decision. All AEP Ohio rates must be approved by the PUCO before being charged to customers.

## WHY NOW?

AEP Ohio last filed a base rate case five years ago in 2020. Since then, AEP Ohio has invested more than \$1 billion to update and improve its distribution system. AEP Ohio also has been absorbing higher costs driven by inflation during that time. This base rate increase is needed to allow AEP Ohio to recover the costs of investments and to ensure we can continue to support, maintain and upgrade the system through new investments despite inflation. It also will allow us to respond to demands on the system because of growth and to repair or update aging infrastructure.

## EFFECT ON CUSTOMER BILLS

If AEP Ohio's requested increase is approved by the Commission, residential base rates will increase approximately 0.5% or 0.5¢ for an average residential customer using 1,000 kWh per month. The exact amount customers' bills may change will depend on the outcome of the PUCO case.

AEP Ohio understands that affordable power is important, and we work hard to invest efficiently and get the most benefit for customers out of every dollar we spend. AEP Ohio is subject to rigorous oversight by the PUCO to ensure that all costs we incur for customers are reasonable and necessary.

# AEP Ohio Files Base Rate Case to Support Safe, Reliable Electric Service

March 11, 2025



## FINANCIAL ASSISTANCE

AEP Ohio recognizes that a rate increase — no matter the amount — is never a welcome news. We also know that rising inflation and increased costs for many household essentials place a strain on some customers. AEP Ohio has several resources available for customers who are struggling to pay their bills. These include programs for low-income customers, guidance about government programs to assist with bill payment arrangements and tools to manage energy usage. Customers can visit [www.aepohio.com/assistance](https://www.aepohio.com/assistance) for information and resources.

## NEXT STEPS

The PUCO will rigorously review AEP Ohio's requested increase and will seek input from a variety of customer groups. These cases often take over a year to finalize from the date a utility files. AEP Ohio will keep customers, communities, business partners and others updated throughout the process.

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**From:** Richard Hensel <richardhensel@icloud.com>  
**Sent:** Tuesday, May 20, 2025 6:27 PM  
**To:** Vogel, Tony J <tony.vogel@fairfieldcountyohio.gov>  
**Subject:** [E]

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

I am writing to express my concerns regarding the proposed solar energy fields in Amanda Township, Fairfield County, Ohio. I urge the Public Utilities Commission of Ohio (PUCO) to deny any and all applications related to this proposed project.

These solar farms have significant environmental impacts, such as habitat loss, ecosystem disruptions, and land degradation. Furthermore, pollution during and after construction will lead to added runoff. This runoff will contribute to erosion and the pollution of Ohio's waterways. The solar farm will fragment wildlife habitat and has been shown to alter rainfall patterns, potentially contributing to changing weather conditions.

Additionally, this project may introduce noise pollution, light pollution, and may require large amounts of water for cooling. It will certainly generate industrial pollution during construction and maintenance. There is no evidence that this solar farm will provide any benefits to the community; instead, it will drain immense resources from our area, taking away from those who already reside here. The potential drawbacks far outweigh any perceived benefits for my community.

Thank you.

Sent from my iPhone

**From:** [Margaret Pimpo](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Think abandonment, for Eastern Cottontail  
**Date:** Sunday, May 25, 2025 9:37:55 PM

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

Dear Commissioners,

With the reality of Solar being expensive, not efficient, and if we are being honest, not a focus of this administration...

We believe it is in your best interest to recognize the fact that a FRENCH company will probably lose their financial backing and incentives, and therefore may abandon the EASTERN COTTONTAIL project midstream...leaving our county stripped of a lot of usable farmland.

With land prices going through the roof, farmland is precious, and farmers are no longer going to be able to buy it.

My husband and I kindly request that you, our commissioners, reach out to the OPSB before decisions are made, and let them realize the possibilities of project abandonment, and therefore the loss of prime farmland for nothing.

Sincerely,  
(Not in sight of Eastern Cottontail)  
Dr Margaret Meadows-Pimpo  
10134 Lake Rd NE  
Millersport, Ohio 43046

**From:** [Beth Smith](#)  
**To:** [Contact Web](#)  
**Subject:** [E] Eastern Cottontail  
**Date:** Monday, May 26, 2025 3:09:09 AM

---

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

Hi,

I would like all of the commissioners to please stop the Eastern Cottontail Solar Project.

Please consider the life of farmers and people who want a quiet life in the country. Where one can look around and see family farms, trees, animals and no solar panels!! These solar panels are becoming outdated and the electricity is not even staying in the state of Ohio.

Thanks for thinking of all of the people In Fairfield County.

Sincerely,  
Linda Beth Smith  
Lbs3065@yahoo.com  
12068 Bright St, Millersport  
12595 Saratoga Ln, Pickerington

Sent from my iPhone



Amanda Everitt  
Executive Director  
128 N. Broad St  
Lancaster, Ohio 43130  
740-277-6607

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

May 23, 2025

Fairfield County Commissioner's Office  
ATTN: Jeff Fix  
210 East Main Street  
Lancaster, OH 43130

Mr. Fix,

RE: Support for the Carnation Solar Project – Case #24-0881-EL-BGN

Destination Downtown Lancaster strongly supports the development of the Carnation Solar Project in Fairfield County, Ohio. As an organization committed to promoting economic development and revitalization in the heart of Lancaster, we view this project as essential infrastructure to secure the region's economic future.

One of the greatest challenges we face in attracting and retaining businesses is the increasing demand for reliable, affordable, and scalable power. Across the U.S., electricity consumption is projected to reach all-time highs over the next two years. Much of this growth is driven by energy-intensive sectors such as data centers, advanced manufacturing, and AI. Without an increase in electric generating capacity, Fairfield County risks missing out on critical economic opportunities.

Currently, Ohio imports between 20% and 25% of its electricity from other states. Projects like Carnation Solar are a vital step toward reducing that dependency and establishing energy independence for our region. Solar energy is not only clean and sustainable, it is also a pragmatic solution to the growing power needs of modern businesses. Nationwide, solar capacity has surged by over 688% in the last decade, demonstrating that this technology is proven, cost-effective, and scalable.

Moreover, we believe that this project will generate lasting economic benefits for our community—from direct investment and job creation to charitable giving, school district contributions, and tax revenue that supports public services. Having stable and modern energy infrastructure also strengthens our appeal as a destination for high-quality employers seeking to locate in a forward-thinking community.

For all of these reasons, we respectfully urge your support for the Carnation Solar Project (Case #24-0881-EL-BGN). This project aligns with our mission, our values, and our shared vision for a thriving and resilient Fairfield County.

Sincerely,

A handwritten signature in blue ink that reads "Amanda Everitt".

Amanda Everitt  
Executive Director

Commissioners Davis, LeVacy, and Fix,

Thank you for taking the time to read my letter and considering public opinions.

I am a Fairfield County resident who support solar energy and Ohioans right to choose what is done with their property.

Taking away the possibility for renewable expansion takes away from the rights of

Ohioans. Please remain neutral on the Cannation solar project and allow Ohioans to decide what is best for Ohio's future

Sincerely,

Nick Beutel

11755 Woodbridge Ln. NW  
Baltimore, OH, 43105

①

More Jobs, overall better for community  
in terms of energy output

②

I should have choice over what  
is necessary and what is required for  
my property, as I'm entitled to my  
opinion

③

yes, the more the better

X ~~Mark Kravet~~  
Mark Kravet

I Support solar because  
we need electricity, and  
I believe it is a owner's  
right to sell thier property  
if they so desire to.

Robert McCaskill  
6976 Cannon dr.  
Canal Winchester 43110



Village of Amanda  
116 E. Main St.  
Box 250  
Amanda, Ohio 43102  
(740) 969-4771 or fax (740) 969-8105  
Email- [VillageofAmanda@hotmail.com](mailto:VillageofAmanda@hotmail.com)  
Website- [villageofamanda.com](http://villageofamanda.com)

June 3, 2025

RE: Case #24-881-EL-BGN

Dear Ohio Power Sitting Board, County Commissioners, District 20 Senator Tim Shaffer, and House District 69 Representative Kevin Miller

We, the Village of Amanda's Legislative Authority, Fairfield County, ask you to honor the Solar Exclusion Resolutions the Fairfield County Townships and Fairfield County Commissioners passed (#2024-04-16a excluding the entire unincorporated area of the county from large-scale solar development).

As well as, respect the residents of this county by preserving their prime farmlands, by not defacing the beautiful landscape, and by not creating loss of property values. For this we ask you to deny EDF-Renewables' Eastern Cottontail Utility-Scale Project.

As community leaders we represent not just ourselves but our entire community. Our residents has spoken, for this we must stand together to protect our blessed land that we call Fairfield County.

We have previously sent this same response in reference to the #24-0495-EL-BGN case and will continue to ask that you deny any project at this scale.

Thank you for consideration in this matter.

Respectfully,

Village of Amanda's  
Mayor and Council.

REGULAR AGENDA #23 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JUNE 10, 2025

AGENDA FOR TUESDAY, JUNE 10, 2025

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for May 20, 2025
- Approval of Minutes for the May 29, 2025, Special Meeting
- Commissioners
- 2025-06.10.a      A Resolution Authorizing the Approval of Proclamations [Commissioners]
- 2025-06.10.b      A Resolution to Approve the Expedited Type II Annexation of .605 +/- Acres from Pleasant Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioner Chris Tumblin [Commissioners]
- 2025-06.10.c      A resolution to approve a fund to fund transfer from the General Fund #1001 to the Flexible Spending Account Fund # 7680. [Commissioners]
- 2025-06.10.d      A resolution authorizing the approval to extend the repayment date of an advance of funds for the CDBG PY2022 grant. [Commissioners]
- 2025-06.10.e      A resolution to approve a memo transactions for interest allocation reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- Fairfield County Board of Developmental Disabilities
- 2025-06.10.f      A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 3064, FCBDD Capital Project Fund [Board of Developmental Disabilities]
- 2025-06.10.g      A resolution authorizing appropriations and fund to fund transfers for inactive capital project fund, Fund 3064 [Board of Developmental Disabilities]
- 2025-06.10.h      A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]

Fairfield County Court of Common Pleas

2025-06.10.i A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from Fund # 2689 - 8328 FY23 Adult Based Corrections [Common Pleas Court]

Fairfield County Economic & Workforce Development

2025-06.10.j A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE) [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2025-06.10.k A resolution to reduce appropriations and appropriations in the 2707 Emergency Management Performance Grant Fund [EMA]

Fairfield County Engineer

2025-06.10.l A Resolution to Approve the Contract with Russell Standard Corporation for the 2025 Crack Seal Project. [Engineer]

2025-06.10.m A Resolution to Approve the Notice to Commence for the 2025 Crack Seal Project [Engineer]

2025-06.10.n A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements. [Engineer]

Fairfield County Facilities

2025-06.10.o A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc. [Facilities]

Fairfield County Job and Family Services

2025-06.10.p A resolution authorizing the approval of a service contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency. [JFS]

2025-06.10.q A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services. [JFS]

2025-06.10.r A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

2025-06.10.s A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]

2025-06.10.t A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund [JFS]

2025-06.10.u	A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund [JFS]
2025-06.10.v	A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund [JFS]
2025-06.10.w	A Resolution to Appropriate from Unappropriated and a transfer of funds in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund [JFS]
2025-06.10.x	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and UThrive LLC. [JFS]
2025-06.10.y	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]
2025-06.10.z	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]
2025-06.10.aa	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Communication Speaks, LLC. [JFS]
	Fairfield County Juvenile/Probate Court
2025-06.10.bb	A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Drug Court #2408 Sub Fund ATP #8209 [Juvenile/Probate Court]
	Fairfield County Regional Planning Commission
2025-06.10.cc	A resolution to approve a Development Agreement for the Sycamore Grove, Phase 1B subdivision [Regional Planning Commission]
2025-06.10.dd	A Resolution to Approve a Change Order #4 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project. [Regional Planning Commission]
2025-06.10.ee	A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Bremen. [Regional Planning Commission]
2025-06.10.ff	A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and Walnut Township. [Regional Planning Commission]
	Fairfield County Sheriff
2025-06.10.gg	A resolution to authorize the establishment of a new fiduciary fund for the Sheriff's Office. [Sheriff]

- 2025-06.10.hh A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund [Sheriff]
- 2025-06.10.ii A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Sheriff; 2027, Weights. [Sheriff]
- Payment of Bills
- 2025-06.10.jj 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 16, 2025, 9:00 a.m.
- Adjourn

**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Urban Technician, Chad Lucht; and Sheriff's Deputy, Kevin Romine. Also in attendance: Stephanie Taylor, Jerry Starner, Chris Snider,

Virtual Attendees: Joshua Horacek, Beth Cottrell, Shannon, Belinda Nebbergall, Shelby Hunt, Ashley Arter, Jeffrey Barron, Lori Hawk, Nicolette Wears, Deborah, Jennifer Morgan, Jane Harf, Lynette Barnhart, Jessica Murphy, Britney Lee, Leighann Adams, Jared Collins, Jason Grub, Abby King, Brian Wolfe, Lisa,

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance.

**Public Comments**

Mr. Szabrak introduced Audrey Ansel; a new Workforce Center intern placed in Fairfield County with the assistance of the Mid-Ohio Regional Planning Corporation (MORPC).

Stephanie Taylor spoke about the upcoming dedication of the new Habitat for Humanity of Southeast Ohio home on Graf Street.

Ms. Cordle congratulated Ms. Taylor on her appointment as President to the Rotary Club of Lancaster.

**Legal Update**

None.

**County Administration Update**

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

**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

**Week in Review**

*Updates on Upcoming BOC Meetings*

There is no BOC meeting scheduled for the following Tuesdays:

- May 27, 2025 - No Meeting
- June 3, 2025 - No Meeting
- July 1, 2025 - No Meeting

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 34 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There is a resolution on the agenda for the Commissioners' reappointment of Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Transportation Improvement District Board. There are two year appointments ending May 31, 2027.
- We have a resolution to approve a plan agreement with the CCAO for inclusion in the Worker's Compensation Group Retrospective Rating Plan Program. The county is currently participating in the plan, and this agreement is for 2026.
- The dog shelter has a resolution to donate 4 PhaZZers to Pickaway County. The Fairfield County Dog Shelter no longer has use for the PhaZZers and wishes to donate them.

Mr. Porter spoke about being a good neighbor by assisting other counties when we are able.

- There is a resolution to approve a Revolving Loan Fund to Cakes Creatively by Crystal, DBA Porters Coffee House, for \$50,000. The funds will be used for building and parking lot renovations.

Mr. Szabrak added that Economic Development and Porters Coffee House have been working together.

**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

- There is a resolution from Workforce Development to approve a Memorandum of Understanding with Hocking College. This is a part of the Super Rapids funds awarded to Fairfield County.
- The Engineer's Office has a resolution on the agenda to approve an equipment lease agreement with the City of Lancaster. This is a mutually beneficial agreement for the county and city.
- JFS/Child Protective Services has a resolution to approve the appointment of a representative to the Safe Opportunities Foster Alliance (SOFA). This resolution appoints Sarah Fortner and authorizes Fairfield County Protective Services to pay SOFA the required membership dues under Section 2.2 of SOFA's Code of Regulations.
- JFS also has 6 resolutions regarding network placements and amendments to previous placement agreements.

Mr. Clark spoke about the possibility of a network placement facility in Fairfield County.

- Regional Planning has two resolutions for CDBG Participation Agreements. One for the Village of Amanda, and the other for the Village of Rushville.
- And Soil & Water has a resolution on the agenda to enter into the 2024 Cooperative Agreement for funding to acquire agricultural easements through the Clean Ohio Local Agricultural Easement Purchase Program.

Mr. Lucht thanked the Commissioners for supporting the resolution as it helps farmers preserve their farmland.

**Budget Review**

- None.

**Calendar Review/Invitations Received**

- *The review of the calendar, invitations received, and correspondence received was provided by Mr. Niceswanger.*
- MCU Governing Board Meeting, May 21, 2025, 2:00 p.m., Fairfield County EOC, 240 Baldwin Dr., Lancaster
- American Legion Post 283 Dedication of Corporal David A. Johnston Memorial Highway, May 22, 2025, 1:00 p.m., 7725 Refugee Rd., Pickerington
- Habitat for Humanity of Southeast Ohio Home Dedication, May 22, 2025, 3:30 p.m., 1516 Graf St., Lancaster

**Regular Meeting #22 - 2025  
Fairfield County Commissioners' Office  
May 20, 2025**

**Correspondence**

- Letter to Commissioner Levacy from Lt. Governor, Jim Tressel, Regarding Governor's Executive Workforce Board

**Updates from Elected Officials and Department Heads**

Treasurer Bahnsen spoke about a spring conference for County Treasurers. He is currently the president for the southeast group which includes Franklin County. The Treasurer spoke about the pros and cons of eliminating property taxes and added that the second half taxes are due July 17th.

Recorder McKenzie stated her office is receiving calls regarding a state tax lien scam. The County Recorder does not hold state tax liens and calls can be placed to the Clerk's Office to clarify any monies owed.

Commissioner Davis asked if there are ways the Recorder's Office can alert county residents.

Recorder McKenzie replied that she had previously provided press releases.

Auditor Brown stated there are individuals trying to set up fake vendors and submit fake invoices. She added that the scams are becoming more sophisticated and spoke about the press release for the sexennial update, the 2024 audit, and her office's introduction of DocLink.

Commissioner Davis asked if there were any updates on the budget commission legislation. Auditor Brown replied that there were no updates.

Mr. Vogel stated the Shelly and Sands Company is being awarded the 33 and Pickerington interchange project. County property may be used to house their trailers while working on the project. This is the same company that did the Carroll interchange.

Mr. Szabrak said there has been media coverage on the data center. Negotiations are still underway and there has been a lot of negative social media coverage. He added that data centers are needed, or the nation will fall behind other nations. It will be a transformational project if it proceeds.

Commissioner Davis spoke about the media coverage after the annexation resolution that was on the last agenda.

Mr. Kochis spoke about sonic booms that were mistaken for an earthquake

Mr. Clark stated the family fun fest went well and had great weather and attendance.

Mr. Porter stated health insurance rates have improved and added that utilization has dropped but pharmacy costs are growing. The beginning of the renewal process starts in three days with

**Regular Meeting #22 - 2025**  
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**May 20, 2025**

United Healthcare (UHC) and the county is evaluating whether UHC can continue to meet needs in the future.

**Old Business**

Commissioner Levacy stated he attended the DD graduation and added that the work they do at DD is incredible. He also spoke about the Workforce Center's graduation which had 350 in attendance. He thanked Mr. Szabrak and his staff.

Mr. Szabrak stated his appreciation for the support of those in the meeting.

Commissioner Levacy spoke about the progress of the construction at the Workforce Center.

Mr. Szabrak stated that due to student interest, they are looking to add a health care program.

Commissioner Levacy spoke about the Pickerington Chamber event and added that Ms. Cordle was the recipient of the ATHENA award.

Commissioner Davis stated he attended the event and was overwhelmed with pride for Ms. Cordle and the county.

**New Business**

Commissioner Levacy stated he will be attending the Habitat for Humanity celebration and added he is always eager to support the family who is purchasing the home. He also stated he will be attending the dedication of the Corporal David A. Johnson Memorial Highway.

Ms. Taylor stated the mother has been a great partner with Habitat for Humanity and is very deserving of the new home. She added that it is always moving to see the appreciative families.

Commissioner Davis stated he will be attending the Major Crimes Unit (MCU) operating board meeting. The MCU board recommended the promotion of Interim Commander Duff and will likely act on the recommendation.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room, 210 E. Main St., Lancaster OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Steve Davis and David Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Communications & Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Treasurer, Jim Bahnsen; JFS Director, Corey Clark; Budget Director, Bart Hampson; Facilities & EMA Director, Jon Kochis; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; FCFC Manager, Tiffany Wilson; Planner, Josh Hillberry; IT Director, Dan Neeley; Economic & Workforce Development Director, Rick Szabrak; Urban Technician, Chad Lucht; and Sheriff's Deputy, Kevin Romine. Also in attendance: Stephanie Taylor, Jerry Starner, Chris Snider.

**Regular Meeting #22 - 2025  
Fairfield County Commissioners' Office  
May 20, 2025**

Virtual Attendees: Joshua Horacek, Beth Cottrell, Shannon, Belinda Nebbergall, Shelby Hunt, Ashley Arter, Jeffrey Barron, Lori Hawk, Nicolette Wears, Deborah, Jennifer Morgan, Jane Harf, Lynette Barnhart, Jessica Murphy, Britney Lee, Leighann Adams, Jared Collins, Jason Grub, Abby King, Brian Wolfe, Lisa,

**Announcements**

None

**Approval of Minutes for May 13, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for Tuesday, May 13, 2025, meeting.

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

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

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

- |              |  |
|--------------|--|
| 2025-05.20.a | A resolution to appropriate from unappropriated in major expenditure object category contractual services.   |
| 2025-05.20.b | A resolution to reappoint the Fairfield County Economic Development Director, the Fairfield County Engineer, Mr. Greg Butcher, Ms. Sonja Simpson, and Mr. Curtis Shonk to the Fairfield County Transportation Improvement District (TID) Board |
| 2025-05.20.c | A Resolution to Approve a Plan Agreement with the County   |

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

**Approval of a Resolution from the Fairfield County Board of Elections**

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

- |              |  |
|--------------|--|
| 2025-05.20.d | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Board of Elections; Fund # 2884 SOS 2025 Primary Election Funding |
|--------------|--|

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

Regular Meeting #22 - 2025 – May 20, 2025

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**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

**Approval of Resolutions from the Fairfield County Court of Common Pleas**

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

2025-05.20.e      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Common Pleas Court; Fund # 2689, Adult Based Corrections

2025-05.20.f      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –Fund #2852, Targeted Community Alternative to Prison

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

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

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

2025-05.20.g      A resolution authorizing the donation of four PhaZZer's to Pickaway County Dog Warden

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

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

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

2025-05.20.h      A resolution authorizing the execution of an agreement for professional services between Ninigret Partners, LLC, and Fairfield County related to information and insights regarding the housing market and potential future housing needs throughout the county

2025-05.20.i      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Economic and Workforce Development; Fund # 1001

2025-05.20.j      A resolution to approve loan documents to fund Cakes Creatively by Crystal DBA Porters Coffee House as a Fairfield County Revolving Loan project

Regular Meeting #22 - 2025 – May 20, 2025

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**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

2025-05.20.k      A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

Commissioner Levacy asked if the housing study included the rental costs.

Mr. Szabrak stated it provides a glimpse of housing stock, where we have the capacity to add, and what can be added.

Commissioner Levacy spoke about rent assistance through Community Action.

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

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

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

2025-05.20.l      A resolution to appropriate from unappropriated in a major expenditure object category EMA Fund 2707/8348 EMPG Grant Fy24

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

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

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

2025-05.20.m      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance

2025-05.20.n      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle to engineering consulting services

2025-05.20.o      A Resolution to Approve Advertising for the 2025 Resurfacing Project

2025-05.20.p      A resolution to approve an Equipment Lease Agreement with the City of Lancaster, Ohio

2025-05.20.q      A resolution to approve the plat for the Fairfield Park and a Re-subdivision of Lots 11 & 12 of Hubbard Industrial Park.

**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

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

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

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

2025-05.20.r	A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Family Children First Council; # 7521, Sub-Fund #8194
--------------	---

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

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

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

2025-05.20.s	A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services
2025-05.20.t	A resolution to appoint an authorized representative from Fairfield County Protective Services to serve as a member of the Safe Opportunities Foster Alliance
2025-05.20.u	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Buckeye Ranch, Inc. and Child Protective Services Department
2025-05.20.v	Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between The Ohio Teaching Family Association and Child Protective Services
2025-05.20.w	A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Lutheran Homes Society, Inc. dba Genacross Family & Youth Services
2025-05.20.x	A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Journey Home Foster Care and Child Protective Services Department

**Regular Meeting #22 - 2025  
Fairfield County Commissioners' Office  
May 20, 2025**

2025-05.20.y      A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Family Wellness Solutions, Inc.

2025-05.20.z      A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services

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

**Approval of a Resolution from the Fairfield County Juvenile and Probate Court**

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

2025-05.20.aa      A Resolution to Approve the FY26 Juvenile Court Grant Funding Application with the Ohio Department of Youth Services

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

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

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

2025-05.20.bb      A resolution to approve the Replat of Sycamore Plaza II

2025-05.20.cc      A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Amanda

2025-05.20.dd      A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Rushville

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

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

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

2025-05.20.ee      A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund

**Regular Meeting #22 - 2025**  
**Fairfield County Commissioners' Office**  
**May 20, 2025**

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

**Approval of Resolutions from the South Central Major Crimes Unit**

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

- |               |  |
|---------------|--|
| 2025-05.20.ff | A resolution to appropriate from unappropriated in a major expenditure object category for Major Crimes; 7830 (8312), Drug Law Enforcement Grant FY22. [Sheriff - Major Crimes Unit]     |
| 2025-05.20.gg | A resolution to authorize the Fairfield County Commissioners to sign the South Central Ohio Major Crimes Unit Subgrant Award Agreement for the Ohio Drug Law Enforcement Fund Grant 2024 |

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

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

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

- |               |  |
|---------------|--|
| 2025-05.20.hh | Approval to enter into the 2024 Cooperative Agreement for funding to acquire Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program for Fairfield County, Ohio |
|---------------|--|

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

**Approval of the Payment of Bills**

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

- |               |   |
|---------------|---|
| 2025-05.20.ii | A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval |
|---------------|---|

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



**Special Meeting - 2025**  
**Fairfield County Commissioners**  
**May 29, 2025**  
**Fairfield County Workforce Center**  
**4465 Coonpath Rd. NW, Carroll, OH**

**Notice of Special Meeting**

The Fairfield County Board of Commissioners called for a Special Meeting which was held May 29, 2025, as allowed under O.R.C. 305.07. The meeting was noticed to the media, public, and county employees through email, the county website, and posts on public bulletin boards and social media outlets.

**Special Meeting**

The Commissioners met at 11:30 a.m. in the Engineering Lab of the Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll, OH. Commissioner Fix called the meeting to order, and Commissioners Steve Davis and David Levacy were also in attendance. The following county employees were also present: County Administrator, Aundrea Cordle; Clerk to the Board of Commissioners, Rochelle Menningen; Budget Director, Bart Hampson; Utilities Director, Tony Vogel; Assistant Prosecuting Attorney, Austin Lines; ; Economic & Workforce Development Director, Rick Szabrak; and Interim Regional Planning Director, Holly Mattei. Also in attendance: Beth Cottrell, Jim Cottrell, Jerry Starner, and Sherry Pymmer.

**Pledge of Allegiance**

Commissioner Fix led the Pledge of Allegiance.

**Announcements**

None.

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

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

2025-05.29.a      A Resolution to Establish an Ad Hoc Member to the Ohio Power Siting Board (OPSB)

Commissioner Davis stated that the Special Meeting was called for resolution 2025-05.29.a. County staff consulted the OPSB and there is a June 6, 2025, deadline to appoint an ad hoc member to the board. Commissioner Davis stated that he wanted everyone to understand that it is not the practice or intention of the Commission to place staff on boards or in positions that may subject staff to unfavorable comments and actions from the public. He added that Ms. Cordle would be serving on the OPSB on the Commission's behalf, and as their representative, and absolutely no negative comments or actions should be directed toward Ms. Cordle.

Commissioners Levacy and Fix both concurred with Commissioner Davis's statement.

Commissioner Davis also explained that seven financial resolutions were added to the agenda for consideration. These resolutions were slated for the Commissioners' June 10, 2025, meeting, but adding them to the May 29, 2025, agenda allows departments to proceed with business.

**Special Meeting - 2025**  
**Fairfield County Commissioners**  
**May 29, 2025**  
**Fairfield County Workforce Center**  
**4465 Coonpath Rd. NW, Carroll, OH**

Commissioners Davis and Levacy both spoke about attending the ADAMH board groundbreaking for Venture Place. They added their appreciation of the many acknowledgements they received from speakers. Commissioner Levacy stated that Lancaster Police Chief Snyder spoke about challenges that law enforcement faces when trying to find solutions for incidents involving individuals with mental health needs. The police chief spoke about how the ADAMH board has helped first responders with services and also about how the new facility would help with those challenges. Commissioner Levacy recalled some of those same challenges in his experiences as a medic and fire chief.

Roll call vote of the motion resulted as follows:

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

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

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

2025-05.29.b            A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for the Fairfield County Board of DD; Fund # 2060

Roll call vote of the motion resulted as follows:

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

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

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

2025-05.29.c            A Resolution to Approve the Contract with Asphalt Materials, Inc. for the Purchase of Liquid Asphalt

2025-05.29.d            A Resolution to Approve the Notice to Commence for the Purchase of Liquid Asphalt

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Job and Family Services**

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

2025-05.29.e            A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for the Fairfield County JFS; Fund #2015, Child Support Enforcement Agency

Roll call vote of the motion resulted as follows:

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

**Special Meeting - 2025  
Fairfield County Commissioners  
May 29, 2025  
Fairfield County Workforce Center  
4465 Coonpath Rd. NW, Carroll, OH**

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

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

2025-05.29.f            A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fund #2442, Commissary

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

**Approval of Resolutions from Fairfield County Transit**

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

2025-05.29.g            A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of the 2025 Maximus Shared Cost Allocation Plan from Fairfield County Transit to the Fairfield County General Fund

2025-05.29.h            A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Transit and the Eastland and Fairfield Career Centers

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

**Adjournment**

With no further business, on the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to adjourn at 11:39 a.m.

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

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, June 10, 2025, Commissioners’ Hearing Room, 210 E. Main St., Lancaster, OH.

**Special Meeting - 2025**  
**Fairfield County Commissioners**  
**May 29, 2025**  
**Fairfield County Workforce Center**  
**4465 Coonpath Rd. NW, Carroll, OH**

Motion by: David Levacy

Seconded by: Steve Davis

that the May 29, 2025, Special Meeting minutes were approved by the following vote:

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

NAYS: None

\*Approved on June 10, 2025

\_\_\_\_\_  
Jeff Fix  
Commissioner

\_\_\_\_\_  
Steve Davis  
Commissioner

\_\_\_\_\_  
David Levacy  
Commissioner

\_\_\_\_\_  
Bennett Niceswanger, Assistant Clerk

## **A Resolution Authorizing the Approval of Proclamations**

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

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

---

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

---

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

Prepared by: Rochelle Menningen

# Fairfield County Board of Commissioners

## A Proclamation Recognizing 911 Telecommunicators as First Responders in Fairfield County, Ohio

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

**WHEREAS**, 911 Telecommunicators, commonly known as dispatchers, are the calm and knowledgeable voices that guide callers through life-threatening emergencies; providing critical, life-saving instruction while coordinating with police, fire, and EMS response; and

**WHEREAS**, 911 Telecommunicators are the first point of contact in virtually every emergency, bearing the responsibility of interpreting chaos, offering reassurance, and facilitating rapid deployment of appropriate response resources; and

**WHEREAS**, these professionals, like other first responders, sacrifice their nights, weekends, and holidays to serve the public—often without recognition and while enduring the emotional burden that comes from constant exposure to trauma and crisis; and

**WHEREAS**, 911 Telecommunicators are currently classified in Ohio under clerical designations, which fails to reflect the rigorous training, psychological toll, and essential emergency functions they perform; and

**WHEREAS**, recognizing these professionals as First Responders is not merely symbolic, but vital to ensuring access to resources such as mental health support, specialized training, and the respect that comes with the critical nature of their work.

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

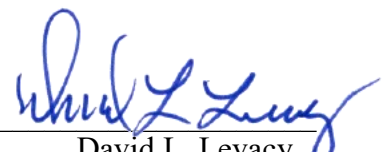
### 911 Telecommunicators as First Responders in Fairfield County, Ohio

The Board of Commissioners thank 911 Telecommunicators and other first responders for their heroic and life-saving role in public safety.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 10th day of June in the Year of Our Lord, Two Thousand and Twenty-Five.

  
Jeffrey M. Fix  
Commissioner

  
Steven A. Davis  
Commissioner

  
David L. Levacy  
Commissioner

# Fairfield County Board of Commissioners

## A Proclamation Recognizing Anchor Hocking's 120 Year Anniversary

**WHEREAS**, it is the pleasant responsibility of the Fairfield County Board of Commissioners to recognize companies, and employees of those companies, for their outstanding achievements and significance; and

**WHEREAS**, in 1905, Anchor Hocking fired up the first glass factory in Lancaster, Ohio, to design and manufacture glassware that was affordable and needed; and

**WHEREAS**, over the last 120 years, Anchor Hocking was one of the leading manufacturers of glassware in the world; and it all started at the company's original Lancaster, Ohio, location; and

**WHEREAS**, Anchor Hocking credits its success to the craftsmanship and commitment of its employees, both past and present; and

**WHEREAS**, an Anchor Hocking Worker Appreciation Event will be hosted by Double Edge on Saturday, June 28, 2025, 1:00 p.m. to 5:00 p.m., to honor the significance of the contributions made by Anchor Hocking employees; and

**WHEREAS**, Anchor Hocking is grateful for the Lancaster community and all of Fairfield County for fostering an environment where industry can thrive.


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

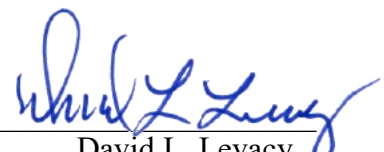
### **The 120 Year Anniversary of Anchor Hocking and the June 28, 2025, Anchor Hocking Worker Appreciation Event**

The Board of Commissioners thanks Anchor Hocking and its employees, both past and present, for being an integral part of Fairfield County's continuous growth, innovation and community spirit.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 10th day of June in the Year of Our Lord, Two Thousand and Twenty-Five.

  
Jeffrey M. Fix  
Commissioner

  
Steven A. Davis  
Commissioner

  
David L. Levacy  
Commissioner

# Fairfield County Board of Commissioners

## A Proclamation Recognizing Majors Bryan and Laura DeMichael for their Service to the Salvation Army of Fairfield County

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

**WHEREAS**, in the 125-year history of The Salvation Army of Fairfield County, Majors Bryan and Laura DeMichael have served the longest tenure; and

**WHEREAS**, Majors Bryan and Laura DeMichael will now be overseeing 27 Salvation Army locations in Southwest Ohio and Northeast Kentucky as divisional secretary and program secretary respectively; and

**WHEREAS**, Majors Bryan and Laura DeMichael will continue to be involved with the capital campaign initiative for the new Corps Community Center in Lancaster where their efforts have raised more than half of the capital campaign goal of \$8 million; and

**WHEREAS**, during Majors Bryan and Laura DeMichael's eleven year tenure in Fairfield County, they grew and expanded programming at the The Salvation Army of Fairfield County to meet the rising demand of the county's residents, especially those who are living in poverty.


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

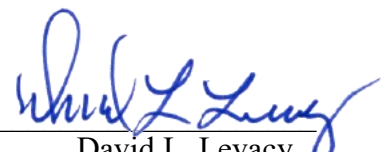
### Majors Bryan and Laura DeMichael

The Board of Commissioners thank the DeMichaels for their service to the Salvation Army and the residents of Fairfield County and for their mission to serve people across our great nation.

**IN WITNESS WHEREOF**, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 10th day of June in the Year of Our Lord, Two Thousand and Twenty-Five.

  
Jeffrey M. Fix  
Commissioner

  
Steven A. Davis  
Commissioner

  
David L. Levacy  
Commissioner

Resolution No. 2025-06.10.a

A Resolution Authorizing the Approval of Proclamations

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Expedited Type II Annexation of .605 +/- Acres from Pleasant Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioner Chris Tumblin**

**WHEREAS**, a petition for the annexation of .605 +/- acres, more or less, from Pleasant Township into the City of Lancaster, was filed with the Fairfield County Board of Commissioners on May 12, 2025, under the expedited process outlined in Section 709.023 of the Revised Code; and

**WHEREAS**, a legal description and survey of the property to be annexed is attached hereto and incorporated herein; and

**WHEREAS**, (1) The petition for annexation meets all the requirements set forth in, and was filed in the manner provided in, section 709.023 of the Revised Code;

(2) The individuals who signed the petition are owners of the real estate located in the territory proposed for the annexation and constitute all the owners of real estate in that territory;

(3) The territory proposed for annexation does not exceed five hundred acres;

(4) The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation;

(5) The annexation will not create an unincorporated area of the township that is surrounded by the territory proposed for annexation.

(6) If a street or highway is divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem, the municipal corporation which annexation is proposed has agreed as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem, which is outlined in the attached road maintenance agreement. As used in this paragraph, "street" or "highway" has the same meaning in section 4511.01 of the Revised Code; and

**A Resolution to Approve the Expedited Type II Annexation of .605 +/- Acres from Pleasant Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioner Chris Tumblin**

**WHEREAS**, the City of Lancaster, Ohio has adopted the municipal services ordinance to provide city services to the property to be annexed and did not object to the annexation of the territory within the timeframe set forth in R.C. 709.023.

---

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

---

**Section 1.** That the Board of Commissioners finds that the petition is a valid petition to annex and that it meets all the requirements set forth in and was filed in a manner provided in R.C. 709.023.

**Section 2.** Pursuant to R.C. 709.023, the Board of Commissioners hereby grants the petition to annex .605 +/- acres, more or less, from Pleasant Township into the City of Lancaster.

**Section 3.** That the Clerk of the Board of Commissioners is instructed to deliver a certified copy of the entire record of the annexation proceedings, including the Board resolution, the petition, the map, and all other papers of the file relating to the annexation proceedings to the Clerk of the City of Lancaster, Ohio.

Prepared by: Rochelle Menningen

**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
TO THE CITY OF LANCASTER  
OF ±0.605 ACRES  
IN THE TOWNSHIP OF PLEASANT**

May 5, 2025

TO THE BOARD OF COUNTY COMMISSIONERS OF FAIRFIELD COUNTY, OHIO:

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of ±0.605 acres, more or less, located in the Township of Pleasant, which area is entirely surrounded by land within the municipal boundaries of the City of Lancaster, Ohio, do hereby request that said territory be annexed to the City of Lancaster according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023, and that no island of unincorporated area will be created by this annexation.

A full and accurate description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said Petition, your petitioner states that there are within the territory to be annexed ONE (1) OWNER OF REAL ESTATE.

Chris Tumblin, whose address is 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215, area hereby appointed Agent for the undersigned Petitioners, as required by Revised Code Section 709.02(C), with full power and authority hereby granted to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase, or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Casto, 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215; Phone: 614-744-2057; and email: [ctumblin@castoinfo.com](mailto:ctumblin@castoinfo.com).

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAME

DATE

ADDRESS

Ewing Woods, LLC

05/05/2025

250 Civic Center Drive  
Suite 500

By: 

Columbus, Ohio 43215

Print Name: BRENT SOBCHAK

Title: PRESIDENT

**Agent:**

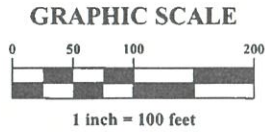
Chris Tumblin

Casto  
250 Civic Center Drive  
Columbus, Ohio 43215

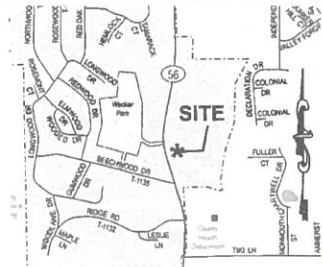
**Surrounding Property Owners:**

Ewing Woods, LLC  
250 Civic Center Drive  
Columbus, Ohio 43215

**Note:** The property being considered for annexation is surrounding in its entirety by land owned by the applicant, Ewing Woods, LLC.



**0.605± ACRE  
ANNEXATION FROM THE  
TOWNSHIP OF PLEASANT  
TO THE CITY OF LANCASTER**  
Section 29, Township 15  
Range 18, Congress Lands  
Township of Pleasant  
County of Fairfield, State of Ohio



Location Map - NTS

Jared C. Lister &  
Caitlin M. Lister  
I.N. 202500006221  
21.280 Ac.

P.N. 0270035920

City of Lancaster  
D.V. 438, Pg. 20  
P.N. 0270805000  
(0.57 Ac.)  
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive  
Subdivision No. 2  
P.B. 7, Pg. 6  
P.N. 0270077400

Lot 19

Lot 18

**0.605± Ac. Tract**

Length of Contiguity: 650.6± feet  
Total Length of Perimeter: 650.6± feet  
Percentage of Contiguity: 100±%

No islands are created with this  
Annexation.

**Legend**



Area to be Annexed



Existing City of Lancaster Corp Line



Proposed City of Lancaster Corp Line

This exhibit is created from information  
obtained from the Fairfield County Auditor's  
Office and the Fairfield County Recorder's  
Office. This exhibit is not to be used for  
the transfer of land.

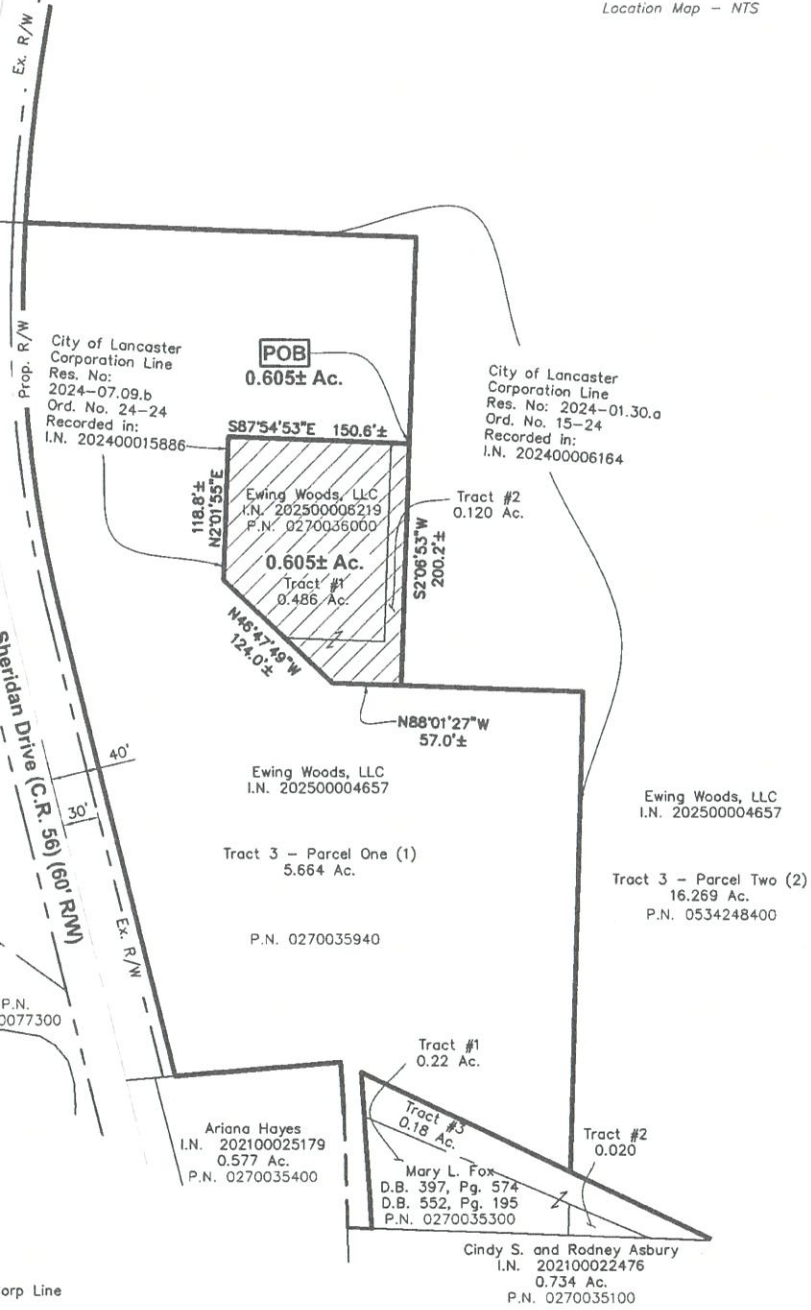
*Wm Hock* 5/2/25

Douglas R. Hock, P.S. 7661

Date:

Advanced Civil Design, Inc.  
781 Science Boulevard, Suite 100  
Cahanna, OH 43230  
Phone 614-428-7750

Job No.: 24-0013-335  
Date: 04/29/2025



**Proposed 0.605± Acre Annexation  
from Pleasant Township  
to the City of Lancaster**

-1-

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 0.605± acres of land, more or less, being all of that 0.486 acre tract of land described as Tract 1 and all of that 0.120 acre tract of land described as Tract 2 as conveyed to Ewing Woods, LLC of record in Instrument No. 202500006219, said 0.605± acres more particularly described as follows:

**Beginning** at the northeast corner of said Tract 2, also being a southeasterly corner of that 5.664 acre tract of land described as Tract 3, Parcel One (1) and conveyed to Ewing Woods, LLC of record in Instrument No. 202500004657, in the westerly line of that 16.269 acre tract of land described as Tract 3, Parcel Two (2) as conveyed to Ewing Woods, LLC of record in Instrument No. 202500004657, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164) and City of Lancaster Corporation Line (Resolution No. 2024-07.09.b, Ordinance No. 24-24, and recorded in Instrument No. 202400015886);

Thence **S 02°06'53" W**, with the common line of said Tract 2 and said Tract 3, Parcel Two (2), and said existing westerly City of Lancaster Corporation Line (Ord. No. 15-24), **200.2± feet** to a common corner thereof, said corner also being in the northerly line of said Tract 3, Parcel One (1);

Thence with common lines of said Tract 2, Tract 1, said Tract 3, Parcel One (1) and along said existing City of Lancaster Corporation Line (Ord. No. 24-24), the following four (4) courses and distances:

**N 88°01'27" W**, **57.0± feet** to an angle point;

**N 46°47'49" W**, **124.0± feet** to an angle point;

**N 02°01'55" E**, **118.8± feet** to an angle point;

**S 87°54'53" E**, **150.6± feet** to the **Point of Beginning**, containing **0.605± acres**.

The above description was prepared by Advanced Civil Design Inc. on April 29, 2025 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 650.6± feet, of which 650.6± feet are contiguous with existing City of Lancaster Corporation lines, being 100±% contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



**ADVANCED CIVIL DESIGN, INC.**

*[Handwritten Signature]* 5/2/25  
\_\_\_\_\_  
Douglas R. Hock, P.S. 7661 Date:

COPY

AFFIDAVIT OF NOTICE TO TOWNSHIP, MUNICIPALITY, AND SURROUNDING PROPERTY  
OWNERS OF ANNEXATION PETITION FILING

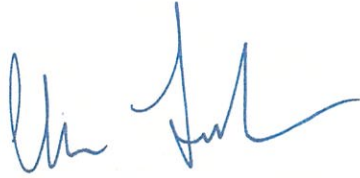
STATE OF OHIO                    }  
COUNTY OF FRANKLIN        } SS:

Chris Tumblin, being first duly sworn, deposes and says that he is an agent for the petitioners in that certain Annexation Petition wherein it is prayed that ±0.605 acres, more or less, in Pleasant Township, be annexed to the City of Lancaster, Ohio. Said Annexation Petition was filed in accordance with the provisions of Section 709.023 (an "Expedited Type II" annexation) of the Ohio Revised Code with the Fairfield County Board of County Commissioners on May 12, 2025.

A copy of the Annexation Petition, petition attachments, map and legal description was sent by certified mail to the Council Clerk of the City of Lancaster on May 13, 2025. Said certified mail was sent to the City of Lancaster within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit A is email correspondence confirm the City of Lancaster receipt of the petition.

A copy of the Annexation Petition, petition attachments, map and legal description was sent by certified mail to the Township Clerk/Fiscal Officer of Pleasant Township on May 13, 2025. Said certified mail was sent to the Pleasant Township Fiscal Officer within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit B is certified mail receipt. On May 13, 2025, a copy of the Annexation Petition, petition attachments, map and legal description was served personally to the only property owner adjacent to the territory proposed to be annexed. Said personal service to the property owner occurred within five (5) days from the date the Annexation Petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code. Attached hereto as Exhibit C is a true and accurate list of the property owner adjacent to the territory proposed to be annexed who was personally served the Annexation Petition.

Further Affiant Sayeth Naught.

  
Chris Tumblin 6/3/2025

Sworn to before and signed in my presence, a Notary Public in and for said State and County on this 3rd day of June, 2025.



Amy L Finn  
Notary Public, State of Ohio  
My Commission Expires 02/14/2028

  
Notary Public

## Exhibit A

**From:** Martens, Liz <emartens@ci.lancaster.oh.us>  
**Sent:** Tuesday, June 3, 2025 7:50 AM  
**To:** Christopher Tumblin <CTumblin@castoinfo.com>  
**Cc:** Amy Finn <AFinn@castoinfo.com>  
**Subject:** [External] RE: Ewing Woods, LLC - Annexation Petition

**\*CAUTION\*: THIS EMAIL IS FROM AN EXTERNAL SENDER!** Do not click links or open attachments from unknown sources. If you suspect this is phishing, click the Phish Alert Report button in your Outlook toolbar, or forward the email to [phishalert@castoinfo.com](mailto:phishalert@castoinfo.com). If you need further assistance, please contact the Help Desk. WE'RE COUNTING ON YOU!

Good morning,

The annexation petition regarding the below referenced annexation was received by this office via certified mail on 5/16/25.

Thank you.



**Liz Martens**  
**Office Manager**  
City of Lancaster  
Law Director & Prosecutor's Office  
136 West Main Street  
Lancaster, Ohio 43130  
(P) 740-687-6616 ext. 3021  
[emartens@ci.lancaster.oh.us](mailto:emartens@ci.lancaster.oh.us)  
[www.ci.lancaster.oh.us/LawDirector](http://www.ci.lancaster.oh.us/LawDirector)

***Confidentiality Notice:*** This e-mail message is intended by the Law Director's Office for use only by the individual or entity to which it is addressed. This message may contain information that is privileged or confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to receive and deliver it to the named addressee). If you have received this transmission in error, please delete it from your system without copying, printing, or forwarding it, and notify the sender of the error by reply e-mail or by calling (740) 687-6616. Thank you!

**From:** Christopher Tumblin <CTumblin@castoinfo.com>

**Sent:** Tuesday, June 3, 2025 7:47 AM

**To:** Martens, Liz <emartens@ci.lancaster.oh.us>

**Cc:** Amy Finn <AFinn@castoinfo.com>

**Subject:** Ewing Woods, LLC - Annexation Petition

Liz,

I am writing to you in regards to the annexation of the land described below, being proposed by Ewing Woods, LLC. A copy of the annexation petition was mailed to you on May 13, 2025 via certified mail. As of the date of this email, we have not received a copy of the certified mail receipt. That said, please confirm that you have received a copy of the annexation petition.

**Proposed 0.605± Acre Annexation  
from Pleasant Township  
to the City of Lancaster  
-1-**

Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 0.605± acres of land, more or less, being all of that 0.486 acre tract of land described as Tract 1 and all of that 0.120 acre tract of land described as Tract 2 as conveyed to Ewing Woods, LLC of record in Instrument No. 202500006219, said 0.605± acres more particularly described as follows:

**Beginning** at the northeast corner of said Tract 2, also being a southeasterly corner of that 5.664 acre tract of land described as Tract 3, Parcel One (1) and conveyed to Ewing Woods, LLC of record in Instrument No. 202500004657, in the westerly line of that 16.269 acre tract of land described as Tract 3, Parcel Two (2) as conveyed to Ewing Woods, LLC of record in Instrument No. 202500004657, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164) and City of Lancaster Corporation Line (Resolution No. 2024-07.09.b, Ordinance No. 24-24, and recorded in Instrument No. 202400015886);

Thence S 02°06'53" W, with the common line of said Tract 2 and said Tract 3, Parcel Two (2), and said existing westerly City of Lancaster Corporation Line (Ord. No. 15-24), 200.2± feet to a common corner thereof, said corner also being in the northerly line of said Tract 3, Parcel One (1);

Thence with common lines of said Tract 2, Tract 1, said Tract 3, Parcel One (1) and along said existing City of Lancaster Corporation Line (Ord. No. 24-24), the following four (4) courses and distances:

N 88°01'27" W, 57.0± feet to an angle point,

N 46°47'49" W, 124.0± feet to an angle point,

N 02°01'55" E, 118.8± feet to an angle point;

S 87°54'53" E, 150.6± feet to the Point of Beginning, containing 0.605± acres.

The above description was prepared by Advanced Civil Design Inc. on April 29, 2025 and is based on existing Fairfield County Auditor and Recorder records.

The total length of the annexation perimeter is 650.6± feet, of which 650.6± feet are contiguous with existing City of Lancaster Corporation lines, being 100±% contiguous

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



ADVANCED CIVIL DESIGN, INC.

*[Signature]* 5/2/25

Douglas R. Hock, P.S. 7661 Date:

**Chris Tumblin**


*Vice President, Residential Development*

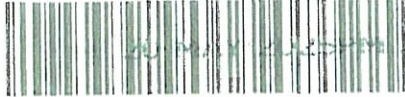
[CTumblin@castoinfo.com](mailto:CTumblin@castoinfo.com)

614.744.2057 Office | 614.519.3990 Cell

250 Civic Center Drive, Suite 500 | Columbus, Ohio 43215

## Exhibit B

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address	
1. Article Addressed to:  <b>MR. JAMES SNYDER, FISCAL OFFICER PLEASANT TOWNSHIP 3005 LANCASTER - THORNVILLE RD. NE LANCASTER, OH 43130-8448</b>		B. Received by (Printed Name) _____ C. Date of Delivery <b>5-20-22</b>  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) <b>9589 0710 5270 0961 1326 32</b>		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

USPS TRACKING #	
	First-Class Mail Postage & Fees Paid USPS Permit No. G-10
<b>9590 9402 8662 3244 9641 50</b>	

United States  
Postal Service

\* Sender: Please print your name, address, and ZIP+4® in this box\*

**CASTO**  
**250 Civic Center Dr., Suite 500**  
**Columbus, Ohio 43215**

*Attn: Amy Finn*

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
<b>9589 0710 5270 0961 1326 32</b>	
Certified Mail Fee \$ _____ Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____ Postage \$ _____ Total Postage and Fees \$ _____	Postmark Here
Sent To <b>JAMES SNYDER, FISCAL OFFICER</b> Street and Apt. No., or PO Box No. <b>PLEASANT TOWNSHIP</b> <b>3005 LANCASTER - THORNVILLE RD. NE</b> City, State, ZIP+4® <b>LANCASTER, OH 43130-8448</b>	
PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions	

## Exhibit C

### Surrounding Property Owner

Ewing Woods, LLC  
250 Civic Center Drive  
Columbus, Ohio 43215

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> <i>Shalon Hubner</i></span> <span><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</span> </div> </p> <p>B. Received by (Printed Name)  <i>Shalon Hubner</i> </p> <p>C. Date of Delivery  <i>5-16-25</i> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input checked="" type="checkbox"/> No </p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; color: blue;">LIZ MARTENS, OFFICE MANAGER CITY OF LANCASTER 136 W. MAIN ST. LANCASTER, OH 43130</p> <p style="text-align: center;">9590 9402 8662 3244 9641 74</p>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery </div> <div style="width: 45%;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery </div> </div>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em;">9589 0710 5270 0961 1330 59</p>	<p>red Mail  red Mail Restricted Delivery  r (\$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	

Domestic Return Receipt

9589 0710 5270 0961 1330 59

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Lancaster, OH 43130

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$1.77

**Total Postage and Fees \$10.72**

0574

22

Postmark Here

05/13/2025

Sent To **LIZ MARTENS, OFFICE MANAGER,**

Street and Apt. No., or PO Box No. **136 W. MAIN ST.**

City, State, ZIP+4® **LANCASTER, OH 43130**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



## OFFICE OF COUNTY AUDITOR

County Auditor

Carri L. Brown, PhD, MBA, CGFM  
carri.brown@fairfieldcountyohio.gov

To: Fairfield County Board of Commissioners

Attn: Rochelle Menningen, Clerk

From: David J. Burgei, Real Estate Assessment Director

Subject: Petition for Annexation of 0.605 acres to the City of Lancaster, Pleasant Township.

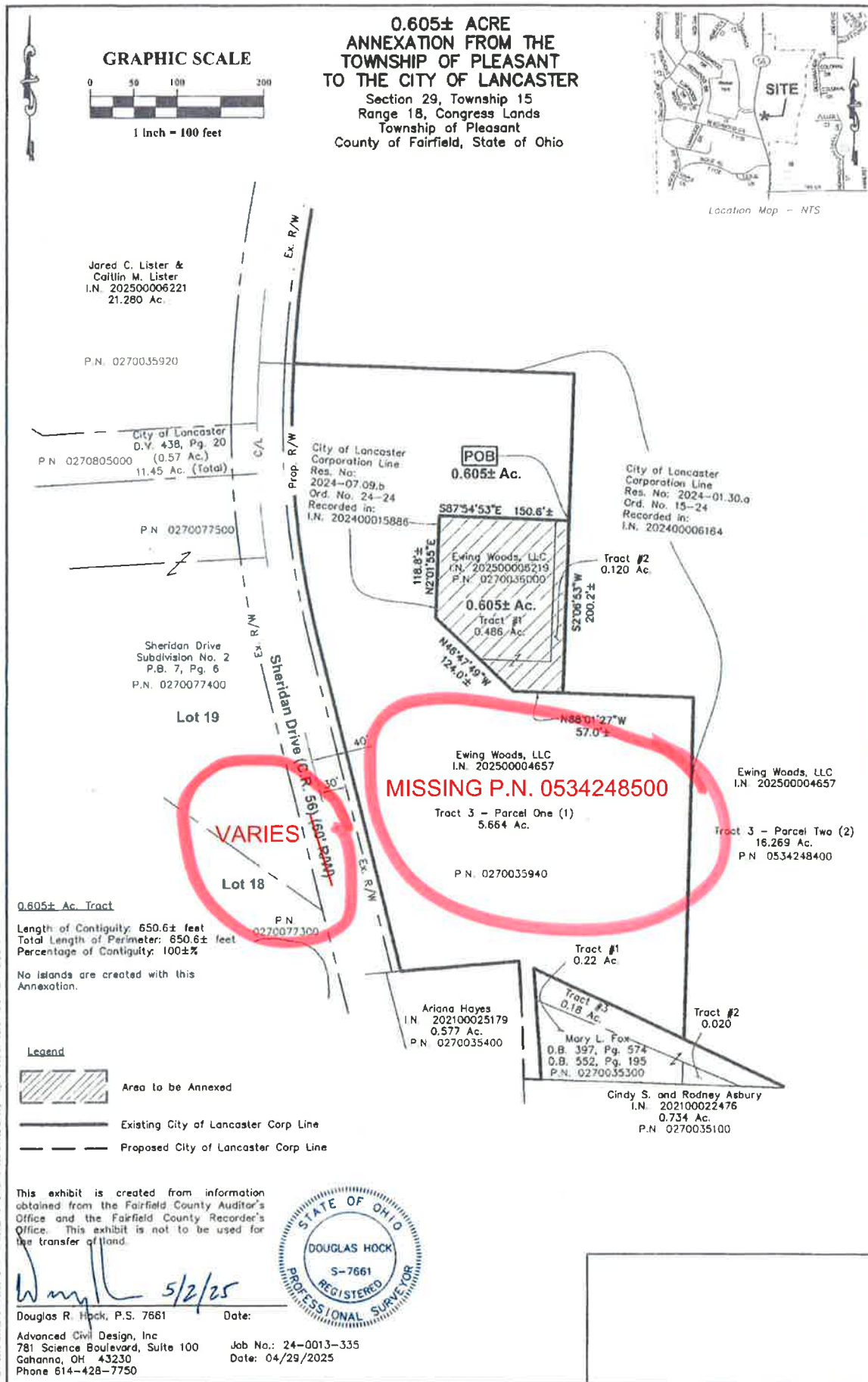
Date: May 9, 2025

The GIS Department has reviewed the original documentation covering the proposed annexation. The conditions outlined below may require correction by the applicant. As they are technical or ministerial in nature, they should be addressed prior to completion of the annexation process. Subject to advice from the Prosecutor, and inclination of the Board, correction could be required prior to the Board action. Or, if the Board desires to act favorably, it could condition its approval upon the applicant's making the required corrections within a specified time frame after passage.

1. Adjacent Property Owners list contains the following errors:
  - a. Ewing Woods LLC 5.664 should show both Parcel Numbers 053-42485.00 and 027-00359.40.
  - b. Ewing Woods LLC 16.269 should show both Parcel Numbers 053-42484.00 and 027-00359.00.

Please feel free to contact me with any questions, thank you.

SERVE • CONNECT • PROTECT



Resolution No. 2025-06.10.b

A Resolution to Approve the Expedited Type II Annexation of .605 +/- Acres from Pleasant Township to the City of Lancaster, Pursuant to Ohio Revised Code (R.C.) 709.023, Petitioner Chris Tumblin

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

---

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

---

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

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

Signature Page

Resolution No. 2025-06.10.c

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval to extend the repayment date of an advance of funds for the CDBG PY2022 grant.**

**WHEREAS,** the General Fund approved an advance of \$500,000 per resolution# 2023-01.10.j for Fund#2788, subfund# 8317; and

**WHEREAS,** activities are getting finalized but need an extension to repay the advance; and

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners' extend the advance of \$500,000 to 12/15/2025 for the repayment date for Fund# 2788, subfund# 8317.

Signature Page

Resolution No. 2025-06.10.d

A resolution authorizing the approval to extend the repayment date of an advance of funds for the CDBG PY2022 grant.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

**WHEREAS**, the Treasurer’s Office has balanced interest on all funds for the month of April 2025.

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

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

72730800 436100	Parks Interest Income	\$	266.57
71701247 436100	WIC Interest Income	\$	214.06
71732153 436100	Bioterrorism Interest Income	\$	444.96
81786520 436100	Port Authority Interest Income	\$	0.40
	Total - Agency Funds	\$	925.99

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 925.99

cc: Jamie Ehorn, Historical Parks, Angel Conrad

# *James N Bahnsen*

210 East Main Street

May 30, 2025

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

Dear Staci,

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

---

25-Apr

---

2591 CDBG Rehab Mortgage Refunds	\$86.33
2675 CDBG Project Income	\$4.28
7113 Prepayment Fund	\$1.01
2716 RLF/CDBG Fund	\$160.79
2717 RLF/D Fund	\$771.54
2718 EDA RLF Cares Act 2020	\$476.95
2861 Cyber Security Measures Impl Fund	\$3.68
7308 Fairfield County Historical Parks	\$266.57
7012 WIC Grant	\$214.06
7321 Bioterrorism Grant	\$444.96
5376 Self Fund Health Care	\$5,226.84
7865 Fairfield Port Authority (Econ Dev)	\$0.40

<b>Total</b>	<b>\$7,657.41</b>
--------------	-------------------

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

abk  
enclosures

APR 25

**CDBG REHAB MORTGAGE REFUNDS**

Fund Number:	2591
Beginning Balance:	\$61,057.27
End of Month Balance:	61,128.22
Average of Beginning and Ending Balance(A):	\$61,092.75
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.000213021
Amount to be Allocated to Fund:	\$86.33

APR 25

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$3,028.00
End of Month Balance:	\$3,034.20
Average of Beginning and Ending Balance(A):	\$3,031.10

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
--	--------------

(A) as a percent of (B):	1.0569E-05
--------------------------	------------

Amount to be Allocated to Fund:	\$4.28
---------------------------------	--------

APR 25

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$302.84

End of Month Balance: \$1,127.88

Average of Beginning and Ending Balance(A): \$715.36

All County Funds Beginning Balance: 287,871,925.98

All County Funds Ending Balance: 285,712,498.94

Average of Beginning and Ending Balance, All County Funds(B): \$286,792,212.46

Total Investment Income for the Month: \$405,248.59

(A) as a percent of (B): 2.49435E-06

Amount to be Allocated to Fund: \$1.01

APR 25

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$109,926.30
End of Month Balance:	\$117,660.13
Average of Beginning and Ending Balance(A):	\$113,793.22

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
--	--------------

(A) as a percent of (B):	0.000396779
--------------------------	-------------

Amount to be Allocated to Fund:	\$160.79
---------------------------------	----------

APR 25

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$541,800.56
End of Month Balance:	\$550,227.45
Average of Beginning and Ending Balance(A):	\$546,014.01
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.001903866
Amount to be Allocated to Fund:	\$771.54

APR 25

2718-EDA RLF CARES ACT 2020

Fund Number:	2718
Beginning Balance:	\$331,354.64
End of Month Balance:	343,712.59
Average of Beginning and Ending Balance(A):	\$337,533.62
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.001176927
Amount to be Allocated to Fund:	\$476.95

APR 25  
2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number:	2861
Beginning Balance:	\$2,603.60
End of Month Balance:	\$2,608.93
Average of Beginning and Ending Balance(A):	\$2,606.27
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	9.08764E-06
Amount to be Allocated to Fund:	\$3.68

APR 25

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$149,515.82
End of Month Balance:	\$227,783.82
Average of Beginning and Ending Balance(A):	\$188,649.82
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.000657793
Amount to be Allocated to Fund:	\$266.57

APR 25

WIC

Fund Number: 7012

Beginning Balance: \$115,681.94

End of Month Balance: 187,297.07

Average of Beginning and Ending Balance(A): \$151,489.51

All County Funds Beginning Balance: 287,871,925.98

All County Funds Ending Balance: 285,712,498.94

Average of Beginning and Ending Balance, All County Funds(B): \$286,792,212.46

Total Investment Income for the Month: \$405,248.59

(A) as a percent of (B): 0.00052822

Amount to be Allocated to Fund: \$214.06

APR 25

BIOTERRORISM GRANT

Fund Number: 7321

Beginning Balance: \$197,094.15

End of Month Balance: 432,693.36

Average of Beginning and Ending Balance(A): \$314,893.76

All County Funds Beginning Balance: 287,871,925.98

All County Funds Ending Balance: 285,712,498.94

Average of Beginning and Ending Balance, All County Funds(B): \$286,792,212.46

Total Investment Income for the Month: \$405,248.59

(A) as a percent of (B): 0.001097986

Amount to be Allocated to Fund: \$444.96

APR 25

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$3,675,827.96
End of Month Balance:	3,722,180.98
Average of Beginning and Ending Balance(A):	\$3,699,004.47
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.012897855
Amount to be Allocated to Fund:	\$5,226.84

APR 25

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$280.74
End of Month Balance:	\$281.31
Average of Beginning and Ending Balance(A):	\$281.03
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	9.79891E-07
Amount to be Allocated to Fund:	\$0.40

***James N Bahnsen***

**210 East Main Street**

**Lancaster, Ohio 43130**

**Fairfield County Treasurer**

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

**May 30, 2025**

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

**Dear Staci,**

**The enclosed forms are interest allocation calculations for the Water and  
Sewer debt service and construction funds for April 2025.**

**Respectfully,**

**James N Bahnsen  
Fairfield County Treasurer**

**ABK  
Enclosures**

**Apr-25**

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
17.44	5461	Liberty Township Sewer	12546134	436100
20.72	5469	BR - Sewer VP Utility 99	12546933	436100
124.79	5533	Liberty Township Sewer Project	12553333	436100
606.30	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
1.97	5555	BR - Sewer consolodation Bond 03	12555533	436100
18.08	5470	BR - Water VP Utility 99	12547026	436100
330.91	5534	Tussing Rd. WTF Improvement	12553426	436100
91.37	5556	BR - Water Consolidation BD 2003	12555626	436100

**Total Journal Entry        \$1,211.58**

APR 25

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,327.74
End of Month Balance:	12,352.97
Average of Beginning and Ending Balance(A):	\$12,340.36

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	4.30289E-05
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Amount to be Allocated to Fund:	\$17.44
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APR 25

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$14,646.60
End of Month Balance:	14,676.58
Average of Beginning and Ending Balance(A):	\$14,661.59

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	5.11227E-05
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Amount to be Allocated to Fund:	\$20.72
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APR 25

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,222.60
End of Month Balance:	88,403.38
Average of Beginning and Ending Balance(A):	\$88,312.99

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	0.000307934
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Amount to be Allocated to Fund:	\$124.79
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APR 25

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$428,633.48
End of Month Balance:	429,511.83
Average of Beginning and Ending Balance(A):	\$429,072.66

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	0.00149611
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Amount to be Allocated to Fund:	\$606.30
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APR 25

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,389.65
End of Month Balance:	1,392.49
Average of Beginning and Ending Balance(A):	\$1,391.07

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	4.85045E-06
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Amount to be Allocated to Fund:	\$1.97
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APR 25

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$12,784.73
End of Month Balance:	12,810.25
Average of Beginning and Ending Balance(A):	\$12,797.49

All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46

Total Investment Income for the Month:	\$405,248.59
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(A) as a percent of (B):	4.46229E-05
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Amount to be Allocated to Fund:	\$18.08
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APR 25

**TUSSING RD WTF IMP**

<b>Fund Number:</b>	<b>5534</b>
<b>Beginning Balance:</b>	<b>\$233,941.78</b>
<b>End of Month Balance:</b>	<b>234,421.16</b>
<b>Average of Beginning and Ending Balance(A):</b>	<b>\$234,181.47</b>

<b>All County Funds Beginning Balance:</b>	<b>287,871,925.98</b>
<b>All County Funds Ending Balance:</b>	<b>285,712,498.94</b>
<b>Average of Beginning and Ending Balance, All County Funds(B):</b>	<b>\$286,792,212.46</b>

<b>Total Investment Income for the Month:</b>	<b>\$405,248.59</b>
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<b>(A) as a percent of (B):</b>	<b>0.000816554</b>
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<b>Amount to be Allocated to Fund:</b>	<b>\$330.91</b>
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APR 25

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$64,593.32
End of Month Balance:	64,725.50
Average of Beginning and Ending Balance(A):	\$64,659.41
All County Funds Beginning Balance:	287,871,925.98
All County Funds Ending Balance:	285,712,498.94
Average of Beginning and Ending Balance, All County Funds(B):	\$286,792,212.46
Total Investment Income for the Month:	\$405,248.59
(A) as a percent of (B):	0.000225457
Amount to be Allocated to Fund:	\$91.37

# DAILY STATEMENT OF COUNTY TREASURER

AT CLOSE OF BUSINESS **April 30, 2025**

Form Prescribed by Bureau of Inspection and Supervision of Public Office

Treasurer's Form 6

Revised 09/07/05 ABP

		TREASURY	DEPOSITORY	TOTAL
Balance at Close of Business: <b>April 30, 2025</b>		92,511.39	286,722,653.61	286,815,165.00
Pay-Ins		196,690.47		196,690.47
Vendor's Licenses	LICVEN	0.00		0.00
Manuf. Home (MH-OH)	7116	0.00		0.00
Manuf Home (MH-EQ)	7504	1,188.81		1,188.81
Undivided Cigarette License Tax	7114	0.00		0.00
Utilities Collection		0.00		0.00
Undivided General Tax	7108	8,593.08		8,593.08
Escrow Prepayment	7113	0.00		0.00
Undivided Estate Tax	7115	0.00		0.00
Prepay Overage	7787	294.92		294.92
		0.00		0.00
Tax Refund	7109RF	0.00		0.00
		0.00		0.00
		0.00		0.00
Pre-Settlement Manuf. Home (MH-OH)	7128	0.00		0.00
Pre-Settlement Manuf. Home (MH-EQ)	7505	0.00		0.00
Pre-Settlement General	7109	0.00		0.00
Pre-Settlement Estate Tax	7117	0.00		0.00
Daily Receipts Total	206,767.28			
Investments:	Total from Chart 2 b	8,988,000.00		8,988,000.00
NSF	Total from Chart 2 a	4,694.59		4,694.59
Check #	0	0.00		0.00
Wire & ACH Debit	Total from schedule F	206,903.35		206,903.35
				0.00
				0.00
Checks from Depository (schedule E)		1,102,529.99		1,102,529.99
Deposited with:				
Banks (schedule D)			83,256.24	83,256.24
ACH & Remote Deposit (schedule B)			6,185,789.09	6,185,789.09
Investment:	Total from Schedule C		2,988,000.00	2,988,000.00
<b>SUBTOTAL (DAILY WORK)</b>		10,508,895.21	9,257,045.33	19,765,940.54
<b>TOTALS INCLUDING BALANCE</b>		10,601,406.60	295,979,698.94	306,581,105.54
Disbursement:				
* Wire & ACH Debits (schedule F)		206,903.35		206,903.35
				0.00
General Warrants (Fairfield Nat'l Bank)		1,102,529.99		1,102,529.99
Investment:	Total from Schedule C	2,988,000.00		2,988,000.00
Deposited in Depository (schedule B & D)		6,269,045.33		6,269,045.33
Checked from Depository				
Banks (Schedule E)			1,102,529.99	1,102,529.99
Check #	0		0.00	0.00
Investment:	Total from Chart 2 b		8,988,000.00	8,988,000.00
* Total from Chart 2 a			4,694.59	4,694.59
Wires & ACH Debits (schedule F)			206,903.35	206,903.35
<b>TOTAL</b>		10,566,478.67	10,302,127.93	20,868,606.60
Balance at Close of Business Above Date		34,927.93	285,677,571.01	285,712,498.94

TREASURY	34,927.93
LEDGER	12,038,217.76
ICS	0.00
INVESTMENTS	273,639,353.25
sub total	285,712,498.94
FORM 6	285,712,498.94
	0.00
Drawer	4,653.51
Safe	6,940.00
PNP	10,110.58
Checks	13,223.84
Total Treasury	34,927.93

Treasurer's Office, Fairfield County, Ohio  
Lancaster, Ohio **April 30, 2025**

To the County Auditor:

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

**30TH** day of **APRIL**

**2025**, also the balance in the treasury and depositories at the close of business on said day.

*James N. Balaban*  
*Jennifer E. Dineen*

County Treasurer

Fiscal Specialist

# Interest ReportFairfield County April 2025

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
April 1, 2025	\$159,079.97	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 1, 2025	\$9,609.93	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 3, 2025	\$17,784.81	GENERAL	I10 436100	DEPINVINT PNB ICS MARCH 25
April 10, 2025	\$859.30	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 10, 2025	\$1,498.20	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 10, 2025	\$5,700.00	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 25, 2025	\$33,785.69	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 25, 2025	\$33,904.67	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 25, 2025	\$984.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 29, 2025	\$53,822.94	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 29, 2025	\$984.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV
April 29, 2025	\$87,234.36	GENERAL	I10 436100	DEPINVINT FIFTH THIRD MULT INV

**SUM:**  
\$405,248.59

Resolution No. 2025-06.10.e

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Fund # 3064, FCBDD Capital Project Fund**

**WHEREAS,** certain circumstances have occurred with the certification; and

**WHEREAS,** the 2025 appropriations require a reduction of \$11,000.00 to make appropriate budget adjustments; and

**WHEREAS,** this action provides for proper accounting.

---

**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 reduction of appropriations in the following major expenditure object categories by a total of \$11,000.00; 52306401, FBDD Complex

52306401 Contractual Services <\$10,000.00>  
52306401 Materials & Supplies <\$1,000.00>

Prepared by: Cathy Anderson  
cc: FCBDD

**A Resolution Authorizing the Reduction in Major Expenditure Object  
Category Appropriations for Fund # 3064, FCBDD Capital Project  
Fund**

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

***Section 1.***

*(\$ 5000.00) 52306401 530000*

*(\$ 5000.00) 52306401 543000*

*(\$1,000.00) 5236401 560000*

Resolution No. 2025-06.10.f

A Resolution Authorizing the Reduction in Major Expenditure Object Category  
Appropriations for Fund # 3064, FCBDD Capital Project Fund

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing appropriations and fund to fund transfers for inactive capital project fund, Fund 3064**

**WHEREAS**, a capital project fund exists, fund 3064, whereby the fund: activity has terminated (there has been no activity for five years); the services for which the fund was established no longer exists; and there are no obligations of the fund (see attached documentation);

**WHEREAS**, fund to fund transfer of residual amount is allowable by ORC 5705.14 (D) to the FCBDD's general fund (see attached documentation);

**WHEREAS**, appropriations from unappropriated funds are required to process the fund to fund transfers;

---

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

---

**Section 1.** Request that the Fairfield County Auditor appropriate from unappropriated funds 52306401 transfers in the amount of \$71,284.23

**Section 2.** That the transfer of funds (fund to fund transfer) in the amount of \$71,284.23 is hereby authorized as follows:

From:	52306401	700000	Transfers, FCBDD Complex
To:	52000000	439100	Transfers in, FCBDD General Fund

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

**Section 1.**        \$71,284.23        to:    52306401 700000

---

**Attached Documentation**

*Fund 3064*

Fund 3064 holds residual funds from the space on College Avenue shared previously by Mental Health and FCBDD. Expenses for operation and upkeep were paid by FCBDD and then reimbursed by Mental Health. Mental Health no longer occupies space in the building; therefore, the fund is no longer needed. There are no obligations of the fund.

A transfer of the \$71,284.23 balance to the Fairfield DD General Fund (2060) is recommended.

**5705.14 Transfer of funds.**

(H)(2) An unexpended balance in an account in the county developmental disabilities capital fund or any other fund created for the purposes of the county board of developmental disabilities may be transferred back to the county developmental disabilities general fund. The transfer may be made if the unexpended balance is no longer needed for its particular purpose and all outstanding obligations have been paid. Money transferred back to the county developmental disabilities general fund shall be credited to an account for current expenses within that fund.

Resolution No. 2025-06.10.g

A resolution authorizing appropriations and fund to fund transfers for inactive capital project fund, Fund 3064

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities**

**WHEREAS,** FCBDD is responsible for paying for May transportation costs for individuals to Fairfield County Transit; 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:

12290800 434000 Charge Code 4160 Grant PT000 \$712.80  
12290854 434000 Charge Code 4160A Grant PT000 \$79.20

This amount represents monies owed to Fairfield County Transit, for transportation costs for individuals and paid by FCBDD to Fairfield County Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Fairfield County Transit for FCBDD's portion of May transportation costs which FCBDD is responsible.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 52676801 550080  
Amount: \$792.00

Prepared by: Cathy Anderson, Fiscal Officer  
cc: Aaron Kennedy, Fairfield County Transit

Email: [courtney.martin@alamedacountyhna.gov](mailto:courtney.martin@alamedacountyhna.gov)

Website: <http://nrc.ca/field/03/03trans03>

Invoice #: 6225

Invoice Date: 6/2/2025

Terms: 30 Days

Due Date: 7/2/2025

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## Anderson, Cathy Jo

---

**From:** Martin, Courtney G  
**Sent:** Thursday, June 5, 2025 2:35 PM  
**To:** Anderson, Cathy Jo  
**Cc:** Kennedy, Aaron T  
**Subject:** RE: May Invoice  
**Attachments:** Board of DD May 2025.xlsx

Hi Cathy,

While working on the invoice, I had the same question. I initially thought it may have been due to us arriving and the rider not being ready, but I held off on making changes to see if you had any questions as well.

Unfortunately, our regular morning dispatcher was out that day, and in hindsight, things were a bit disorganized. I've followed up with the team, but wasn't able to get a clear explanation for what happened. To avoid any confusion, I've gone ahead and removed that trip and updated the invoice accordingly.

The revised invoice is attached. The corrected amounts are \$712.80 and \$79.20.

Thank you for bringing this to my attention, and I apologize for any confusion.

Have a wonderful day!

Courtney

**Courtney Martin**

Transit Coordinator | Fairfield County Transit

746 Lawrence St.  
Lancaster, OH  
43130

740-681-5086 (t)  
Ex. 2206 (t)  
740-681-5088 (f)



<https://fairfieldcountyohio.gov>

[courtney.martin@fairfieldcountyohio.gov](mailto:courtney.martin@fairfieldcountyohio.gov)

**From:** Anderson, Cathy Jo <cathy.anderson@fairfielddd.com>  
**Sent:** Thursday, June 5, 2025 9:38 AM  
**To:** Martin, Courtney G <courtney.martin@fairfieldcountyohio.gov>  
**Cc:** Kennedy, Aaron T <aaron.kennedy@fairfieldcountyohio.gov>  
**Subject:** RE: May Invoice

Hi Courtney,

Could someone verify that Booth had two pickups on 05/21 (one at 6:12 and one at 6:22)

Thanks!

Resolution No. 2025-06.10.h

A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Fairfield County Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities )

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from Fund # 2689 - 8328 FY23 Adult Based Corrections**

**WHEREAS**, an advance was approved in resolution 2023-06.27.f on June 27<sup>th</sup>, 2023 and an extension was approved in resolution 2023-12.05.n on December 5<sup>th</sup>; and

**WHEREAS**, the monies have been collected and deposited to make repayment to the General Fund Advance.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners authorizes the repayment of the following advance:

DEBIT: 8328 090001 (#2689) FY23ADULT <\$46,478.00>

CREDIT: 1001 223000 General Fund Advances In \$46,478.00

Prepared by: Brian Wolfe

Signature Page

Resolution No. 2025-06.10.i

A Resolution Authorizing the Approval of Repayment of an Advance to the General Fund from Fund # 2689 - 8328 FY23 Adult Based Corrections

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)**

**WHEREAS**, Section 381.635 of Amended Substitute House Bill 33 of the 135<sup>th</sup> General Assembly of the State of Ohio allocated funds to Fairfield County via ODHE; and

**WHEREAS**, the ODHE executed an MOU with Fairfield County with terms beginning July 1, 2024, and ending June 30, 2025 with an option for a no-cost extension if funds are not spent by June 30, 2025: and

**WHEREAS**, Fairfield County agrees to reimburse Hocking College for their purchases for these programs, not to exceed \$220,000, through the attached MOU.

---

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

---

**Section 1.** That the Board of Commissioners resolve to commit \$220,000 of the Super Rapids funds to Hocking College through the approval of the attached MOU.

Prepared by: Angel Conrad  
cc: Economic & Workforce Development

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
FAIRFIELD COUNTY  
AND  
Hocking College**

This Memorandum of Understanding ("MOU") is entered into by and between Fairfield County ("FC") having its principal place of business at 210 East Main Street, Lancaster, Ohio 43130 and Hocking College (HOCKING) having its principal place of business at 3301 Hocking Pkwy, Nelsonville, Ohio 45764.

**WHEREAS**, Section 381.635 of Amended Substitute House Bill 33 of the 135th General Assembly appropriated funds to FC for Super RAPIDS (hereinafter "Funds"); and

**WHEREAS**, FC and HOCKING agree to enter into this MOU to document that the General Assembly allocated funds to HOCKING via the FC and

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FC and HOCKING (individually, a "party"; collectively the "parties") agree as follows:

**ARTICLE I: USE OF FUNDS**

Funds will be used for the following purposes:

- HOCKING will provide pre-apprenticeship training for programs located at the Fairfield County Workforce Center. These programs will be at no cost to high school seniors in school districts located in Fairfield County.
- Funds will be used to cover the instructor costs, curriculum materials, student fees, supplies, and credit fees for these pre-apprenticeship training programs located at the Fairfield County Workforce Center.
- 

**ARTICLE II: TERM OF THE MOU**

The term of this MOU begins on July 1, 2024, and ends June 30, 2025, unless the Ohio Department of Higher Education (ODHE) extends the Super RAPIDS grant completion deadline in which case the term of this MOU will end on the date the ODHE deems the Super Rapids funds to expire.

### **ARTICLE III: DISTRIBUTION OF FUNDS**

- 1) For State Fiscal Year 2025, FC agrees to distribute to HOCKING, an amount not to exceed two hundred twenty thousand and 00/100 dollars (\$220,000.00) for providing programming for pre-apprenticeship programs in carpentry, electric, HVAC, and water/wastewater management.
- 2) Any overages to this cost will be reviewed by FC and will be paid through other funds.
- 3) HOCKING agrees to provide information to FC for its annual Fiscal Expenditure Report to the Ohio Department of Higher Education.
- 4) Budget Modifications:
  - a) HOCKING understands that modifications to the approved budget of less than 10% are allowable under this Agreement and do not require FC approval, but any modification under 10% requires notification to FC which can be sent via email to Rick Szabrak [Rick.Szabrak@FairfieldCountyOhio.gov](mailto:Rick.Szabrak@FairfieldCountyOhio.gov).
  - b) HOCKING agrees that requests for modifications to the proposed budget of 10% or more, must be approved and signed by FC in advance, pursuant to Article XI, Amendments or Modifications of this Agreement. Requests for budget modifications can be submitted via email to Rick Szabrak at [Rick.Szabrak@FairfieldCountyOhio.gov](mailto:Rick.Szabrak@FairfieldCountyOhio.gov).
- 5) It is mutually agreed and understood that the total amount to be distributed by FC to HOCKING under this MOU shall in no event exceed two hundred twenty thousand and 00/100 dollars (\$220,000.00).

### **ARTICLE IV: TERMINATION**

This MOU may be terminated as follows:

- 1) By mutual consent of the parties.
- 2) If the General Assembly fails at any time to continue funding for the payments and other obligations set forth herein, FC's obligations under this MOU are terminated as of the date the funding expires and FC shall have no further obligations hereunder. If FC discovers or is notified of the discontinuation of funding for this MOU, then FC agrees to notify HOCKING of said discontinuation as soon as is practicable. Any work performed by HOCKING under the MOU after it receives such notice shall be at the sole expense of HOCKING.

### **ARTICLE V: CERTIFICATION AND AVAILABILITY OF FUNDS**

The MOU is subject to the provisions of Ohio Revised Code §126.05 and §126.07. It is expressly understood by the parties that none of the rights, duties, and obligations described in this MOU shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

### **ARTICLE VI: AUDIT**

HOCKING shall require their annual financial statement audit include a review of funds received and spent under this MOU, for compliance with Amended Substitute House Bill 33 of the 135th General Assembly. This review can be included with the annual Ohio Compliance Supplement testing required by the Auditor of State. HOCKING will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. HOCKING shall notify FC of any noncompliance audit exception found during the audit.

### **ARTICLE VII: RIGHTS IN DATA, PATENTS, AND COPYRIGHT**

HOCKING shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or material prepared pursuant to this MOU. No such documents or other materials produced (in whole or in part)

part) with funds provided to HOCKING by FC shall be subject to copyright in the United States or other country.

#### **ARTICLE VIII: COMPLIANCE WITH LAW**

HOCKING agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. HOCKING acknowledges that its employees are not employees of FC with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. HOCKING accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by HOCKING in the performance of the work authorized by this MOU.

#### **ARTICLE IX: NOTICE**

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Aundrea N. Cordle  
County Administrator  
Fairfield County  
210 East Main Street  
Lancaster, Ohio 43130  
Phone: (740) 652-7890  
Email: [aundrea.cordle@fairfieldcountyohio.gov](mailto:aundrea.cordle@fairfieldcountyohio.gov)
- Hocking College  
Attn: Jarrod Tudor  
Hocking College  
3301 Hocking Pkwy  
Nelsonville, OH 45764  
[tudorj@hocking.edu](mailto:tudorj@hocking.edu)

#### **ARTICLE X: GOVERNING LAW**

This MOU shall be construed under and in accordance with the laws of the State of Ohio.

**ARTICLE XI: AMENDMENTS OR MODIFICATION**

Except for modifications of less than 10% to budget allocations made pursuant to Article III, Distribution of Funds, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

**ARTICLE XII: DRUG AND ALCOHOL-FREE WORKPLACE**

HOCKING shall 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 any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**ARTICLE XIII: ENTIRE AGREEMENT**

This MOU constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

**ARTICLE XIV: WAIVER**

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

**ARTICLE XV: SEVERABILITY**

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

**ARTICLE XVI: SUCCESSORS AND ASSIGNS**

Neither this MOU, nor any rights, duties, nor obligations hereunder may be assigned, or transferred in whole or in part, by HOCKING without the prior written consent of FC.

**ARTICLE XVII: HEADINGS**

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

*IN WITNESS WHEREOF*, the parties have executed this MOU on the day and year set aside by their respective signatures.

Fairfield County

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

Title: \_\_\_\_\_

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

Hocking College

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

Title: EVP

Date: 5-19-25

Attachment A

**Fairfield County Workforce Center Ohio Biennial Budget Request FY 2024-2025**

<b>Hocking University Programs</b>	<b>Ohio Biennial Budget Request FY2024-2025</b>
Pre-Apprenticeship Programs	\$220,000
<b>Total HOCKING Program Funds</b>	<b>\$220,000</b>

# Purchase Order

Carri L. Brown, PhD, MBA, CGFM

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Revisions: 001

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order #

**806 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2026

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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HOCKING TECHNICAL COLLEGE  
3301 HOCKING PARKWAY  
NELSONVILLE, OH 45764

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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
				917	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2025	54970				COMM-ECONOMIC DEV
NOTES					

PO Requisitioner Name : Angela Renee Conrad

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	<b>MODIFIED: INSTRUCTOR/SUPPLIES FEE</b> GL Account: 12389700 - 570000	1.0	EACH	\$220,000.00	\$220,000.00
GL SUMMARY					
	12389700 - 570000			\$220,000.00	

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$220,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

06.10.2025

*Carri L. Brown*

Auditor Fairfield County, OH

Purchase Order Total

**\$220,000.00**

127

**For Department Use ONLY**

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

Approved as to form on 6/6/2025 1:05:02 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.j

A resolution to approve a Memorandum of Understanding (MOU) for the commitment of funds to Hocking College from the Super Rapids funds previously awarded to Fairfield County through an MOU between Fairfield County and the Ohio Department of Higher Education (ODHE)

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to reduce appropriations and appropriations in the 2707  
Emergency Management Performance Grant Fund [EMA]**

**WHEREAS**, certain circumstance have occurred adjustments are needed in the appropriations; and

**WHEREAS**, the 2025 appropriations 2707/8300 require a reduction of \$10,659.36 to make the budget picture more realistic; and

**WHEREAS**, additional appropriations in 2707/8323 are needed to make the budget picture more realistic; and

**WHEREAS**, this action provides for proper accounting.

---

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

---

**Section 1.** The County Auditor is to reduce appropriations in the following category by a total of \$ 10,659.36.

12270722 Contractual Services \$ 10,000.00  
12270722 Capital Outlay \$659.36

**Section 2.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12270723 \$11,427.00 Contractual Services  
12270723 \$ 4,000.00 Travel Reimbursement  
12270723 \$ 6,659.36 Materials and Supplies

Prepared by: Christy Noland  
cc: EMA

**A resolution to reduce appropriations and appropriations in the 2707  
Emergency Management Performance Grant Fund [EMA]**

**Section 1.** The County Auditor is to reduce appropriations in the following category by a total of \$ 10,659.36.

12270722 530000 Contract Services \$ 10,000.00  
12270722 574000 Equipment \$659.36

**Section 2.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

12270723 530000 \$11,427.00 Contractual Services  
12270723 558000 \$ 4,000.00 Travel Reimbursement  
12270723 561000 \$ 6,659.36 Materials and Supplies

Prepared by: Christy Noland  
cc: EMA

Resolution No. 2025-06.10.k

A resolution to reduce appropriations and appropriations in the 2707 Emergency Management Performance Grant Fund

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve the Contract with Russell Standard Corporation for the 2025 Crack Seal Project.**

**WHEREAS,** on May 6, 2025, this Board of Commissioners awarded the Bid for the 2025 Crack Seal Project to Russell Standard Corporation for \$68,667.30, and

**WHEREAS,** since the Contract Materials are in order and this Contract Agreement has been approved by the Fairfield County Prosecutor, the County Engineer recommends that this Board of Commissioners sign this Resolution and the Contract Agreement with Russell Standard Corporation.

---

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

---

**SECTION 1:** that this Board of Commissioners approves the 2025 Crack Seal Project Contract with Russell Standard Corporation for \$68,667.30 by signing the Contract Agreement and this Resolution for this project to proceed.

**SECTION 2:** that the Clerk of this Board furnish the County Engineer with the Contract Agreement and Resolution for further processing.

Prepared by: Cheryl Downour  
cc: Engineering Department

## CONTRACT

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Fairfield County Commissioners, hereinafter called the Owner, and Russell Standard Corporation and its successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I: Scope of the Work - The Contractor shall perform within the time stipulated, the Contract as herein defined of which this agreement is a component part and everything required to be performed and shall provide and furnish any and all of the labor and materials together with all tools, equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all the work covered by the Contract in connection with the Owner's Project identified as: 2025 Crack Sealing Project in strict conformity with the Proposal, Plans, and Specifications including any and all Addenda issued by the Owner with the other Contract Documents.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished by the Contractor and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II: Unit Prices - The Owner shall pay to the Contractor, as full consideration for performance of the Contract, an amount computed upon the basis of the Quantity of work actually performed at the unit price bids in the Proposal Form.

It is understood that the quantities stated for the unit price bids are approximate only and are subject to either increase or decrease; and should the quantity of any item of the unit price work be increased, the Contractor shall perform the additional work at the unit price bid in the Proposal, and should the quantity be decreased, payment will be made on actual quantities completed at the unit price bid in the Proposal, and the Contractor will make no claim for anticipated profits for any decrease in quantities. Actual quantities will be determined upon completion of the work.

ARTICLE III: Performance Bond - The Contractor shall furnish an acceptable Performance Bond in the amount of One Hundred Percent (100%) of the amount Bid at the time of signing of this Contract.

ARTICLE IV: Prevailing Wage - The Contractor shall pay the Prevailing Wage on this Contract and in accordance with all Prevailing Wage Laws in this area.

ARTICLE V: Failure to Complete on Time - If the Contractor fails to complete the work within the time allowed, must be completed not later than September 26, 2025, the Owner for each Calendar Day that any work shall remain uncompleted after the Contract completion date shall charge liquidated damages, from money due the Contractor, per the State of Ohio Department of Transportation Construction and Material Specifications Book specified in the General Specifications document included with this contract. The Owner may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the Public.

ARTICLE VI: The Contractor covenants and agrees that this Contract shall consist of the documents as listed below which are attached hereto, incorporated herein by reference and made a part hereof:

- The Contract
- The Construction Plans
- The Bid Proposal
- General Specifications
- Performance and Payment Bond
- Non-Collusion Affidavit
- Certificates
- Experience Record
- Affidavit of Personal Property Tax Liability
- Affidavit of Lien Release
- Anti-Alcohol/Drug Policy
- General Conditions
- Prevailing Wage Determination
- Request for Taxpayer ID Number and Certification (W-9)
- Specifications/Location Plans

ARTICLE VII: In consideration of the premises and in accordance with the provisions of Article 30 of the General Conditions, the Owner agrees to pay to the Contractor the appropriate sum of sixty-eight thousand, six hundred sixty-seven dollars & 30/100 (\$68,667.30) upon completion of the 2025 Crack Sealing Project after inspection and acceptance by the Owner.

ARTICLE VIII: The Contractor further covenants and agrees that he shall give the Owner no less than forty-eight (48) hours (working days - County calendar) written notice of occupying the construction site necessitating road closure. Notice to proceed shall be the date of receipt of the Contract signed by the County Commissioners.

The Contractor further covenants and agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor or Subcontractor or any person acting on his behalf, shall, by reason of race, creed, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, and, further, that no Contractor, Subcontractor, nor any person acting on his behalf, shall, in any manner discriminate against or intimidate the employee hired for the performance of work under this Contract on account of race, creed or color.

ARTICLE IX: Both parties hereto agree that the provisions of Chapter 4115, Ohio Revised Code, and RELATED SECTIONS, shall be complied with, in all respects under this Contract.

IN WITNESS WHEREOF: The parties hereto have caused their names to be affixed by their duly authorized officers and caused their corporate seals to be affixed hereto.

**OWNER: FAIRFIELD COUNTY COMMISSIONERS**

**BY:**

\_\_\_\_\_  
**Jeffrey M. Fix**  
**President**

\_\_\_\_\_  
**Steven A. Davis**  
**Commissioner**

\_\_\_\_\_  
**David L. Levacy**  
**Commissioner**

**CONTRACTOR:**

\_\_\_\_\_  
**Russell Standard**

**BY (signature):**

\_\_\_\_\_  


**BY (print name):**

\_\_\_\_\_  
**Nathan Waldenville**

**ADDRESS:**

\_\_\_\_\_  
**171 7th Ave**

\_\_\_\_\_  
**Valencia, PA 16059**

**TELEPHONE:**

\_\_\_\_\_  
**724-625-1505**

**FAX:**

\_\_\_\_\_  
**724-625-1760**

**E-MAIL:**

\_\_\_\_\_  
**estimating@russellstandard.com**  
**nathan.waldenville@russellstandard.com**

## C E R T I F I C A T E S

The hereto attached Performance and Payment Bond being good and sufficient is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

### FAIRFIELD COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Jeffrey M. Fix  
President

\_\_\_\_\_  
Steven A. Davis  
Commissioner

\_\_\_\_\_  
David L. Levacy  
Commissioner

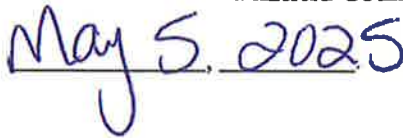
### CERTIFICATE OF COUNTY AUDITOR

I HEREBY CERTIFY that funds are available, or are in the process of collection from the Motor Vehicle Fund and/or 1/2-mill Levy Fund, in the amount of \$68,667.30. This figure has been lawfully appropriated, or authorized or directed for the 2025 Crack Sealing Project free from any obligation.



Carri L. Brown.  
Fairfield County Auditor

Dated at Lancaster, Ohio:



### CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form of the foregoing contract.



Amy Brown-Thompson  
Assistant Prosecuting Attorney

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

Signature Page

Resolution No. 2025-06.10.I

A Resolution to Approve the Contract with Russell Standard Corporation for the 2025 Crack Seal Project.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## **A Resolution to Approve the Notice to Commence for the 2025 Crack Seal Project**

**WHEREAS**, by Resolution on May 6, 2025, this Board of Commissioners awarded a Contract to Russell Standard Corporation; 171 7<sup>th</sup> Avenue; Valencia, PA 16059, in the amount of \$68,667.30 for the 2025 Crack Seal Project.

**WHEREAS**, Section 1311, Ohio Revised Code requires the Public Authority to prepare a Notice of Commencement prior to commencement of performance, and

**WHEREAS**, the County Engineer is requesting the attached Notice be signed by the President of the Board of Commissioners.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to, and does hereby, authorize its President to sign the required Notice of Commencement in the matter of the 2025 Crack Seal Project.

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

Prepared by: Cheryl Downour  
cc: Engineering Department

NOTICE OF COMMENCEMENT  
(Section 1311.04 and 1311.252, Ohio Revised Code)

STATE OF OHIO:

SS

COUNTY OF FAIRFIELD:

Now comes the Board of Commissioners of Fairfield County Ohio by Steven A. Davis, its Vice President, who after being duly cautioned and sworn, states the following in connection with the 2025 Crack Seal Project:

1. The Public Improvement under construction is the crack sealing of various county roadways.
2. The name, address, and capacity of the Owner of the real property contracting for the improvement is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
3. The name and address of the fee owner of said real property is the Board of Commissioners of Fairfield County Ohio; 210 East Main Street; Room 301; Lancaster, Ohio 43130-3879.
4. The name, address, and trade of the principal Contractor is: Russell Standard Corporation; 171 7<sup>th</sup> Avenue; Valencia, PA 16059, whose principal trade is that of road contractor.

This instrument was prepared by:  
Amy-Brown Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

5. The fee owner of said property has no designee.
6. The date the public authority first executed a contract with the principal Contractor for the public improvement was May 6, 2025.
7. There are currently no lending institutions providing financing for this improvement.
8. The name and address of the surety on the bond guaranteeing payment of the original Contractor's obligations under the contract for this improvement is Western Surety Company; Huntington Insurance, Inc.; 41 South High Street; Columbus, OH 43215.
9. To Lien Claimants and Subsequent Purchasers: Take notice that labor or work is about to begin on, or materials are about to be furnished for, an improvement to the real estate described in this instrument. A person having a mechanics' lien may preserve the lien by proving a Notice of Furnishing to the above-named designee and his original Contractor, if any, by timely recording an affidavit pursuant to Section 1311.06 of the Ohio Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.
10. The name and address of the person preparing this notice is Amy Brown-Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

2025-06.10.m

11. The foregoing information is true and accurate to the best of my knowledge and belief.

12. Further affiant sayeth naught.

Steven A. Davis  
The Board of Commissioners of  
Fairfield County Ohio, Affiant

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a notary public, in and for said state, personally came Steven A. Davis, Vice President of the Board of Commissioners of Fairfield County Ohio, affiant in the foregoing Affidavit, who acknowledged that signing thereof to be his individual voluntary act and deed and the voluntary act and deed of the Board of Commissioners of Fairfield County Ohio.

In testimony thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public – State of Ohio

This instrument was prepared by:  
Amy-Brown Thompson, Assistant Prosecuting Attorney for Fairfield County Ohio; 239 W. Main Street; Suite 101; Lancaster, Ohio 43130.

Resolution No. 2025-06.10.m

A Resolution to Approve the Notice to Commence for the 2025 Crack Seal Project  
(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a Change Order for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements.**

**WHEREAS**, on September 5, 2023, this Board of Commissioners awarded the Contract Bid for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements to Complete General Construction Company for a Bid of \$3,581,083.88, and

**WHEREAS**, on May 7, 2024, this Board of Commissioners approved Resolution 2024-05.07.h along with Change Order Number One increasing the Contract price from \$3,581,083.88 to \$3,610,965.64.

**WHEREAS**, on July 9, 2024 this Board of Commissioners approved Resolution 2024-07.09.aa along with Change Order Number Two increasing the Contract price from \$3,610,965.64 to \$3,682,395.42; and

**WHEREAS**, on September 17, 2024, this Board of Commissioners approved Resolution 2024-09.17.i along with Change Order Number Three increasing the Contract price from \$3,682,395.42 to \$3,724,155.46; and

**WHEREAS**, on January 7, 2025, this Board of Commissioners approved Resolution 2025-01.07.ee along with Change Order Number Four increasing the Contract price from \$3,724,155.46 to \$3,739,586.06; and

**WHEREAS**, actual quantities of items used to complete this project differ from the quantities estimated in the Contract documents, as shown on the attached Change Order, and

**WHEREAS**, the County Engineer is requesting approval of Change Order Number Five to reflect actual quantities used to date on this project, which will decrease the Contract price from \$3,739,586.06 to \$3,593,905.39.

---

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

---

**SECTION 1:** that this Board of Commissioners resolves to approve and does hereby sign this Resolution and the attached Change Order Number Four, to decrease the Contract price by \$145,680.67, making the revised cost of the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements \$3,593,905.39.

2025-06.10.n

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

Prepared by: Cheryl Downour  
cc: Engineer's Office

**OFFICE OF THE COUNTY ENGINEER**

**FAIRFIELD COUNTY, OHIO**

**CHANGE ORDER**

**Change Order No.:** 5 and Final

**Change Order Date:** 6/2/2025

**Contract For**

**FAIRFIELD COUNTY ENGINEERS OFFICE  
FAI-CR7-1.94 REFUGEE ROAD INTERSECTION SAFETY IMPROVEMENTS**

**Contractor:**

Complete General Construction

You are hereby requested to comply with the following changes from the contract plans and specifications:

**Description of Changes:**

1. Quantities reflect actual amounts used during construction.

**Quantity and Cost Changes:**

REF #	ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT \$	Decrease In Price	Increase In Price
7	202	-107	FT	PIPE REMOVED, 24" AND UNDER	\$31.00	-\$3,317.00	\$0.00
11	202	-16	FT	FENCE REMOVED	\$22.50	-\$360.00	\$0.00
14	202	-800	FT	REMOVAL MISC: CONDUIT	\$22.00	-\$17,600.00	\$0.00
17	203	-30	CY	GRANULAR MATERIAL, TYPE C, "B"	\$150.00	-\$4,500.00	\$0.00
21	204	-36	HOURL	PROOF ROLLING	\$350.00	-\$12,600.00	\$0.00
29	623	-10	EACH	PRIMARY PROJECT CONTROL MONUMENT, TYPE B	\$1,400.00	-\$14,000.00	\$0.00
32	601	-37	CY	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER	\$105.00	-\$3,885.00	\$0.00
34	601	-34	FT	PAVED GUTTER, TYPE 1-2	\$85.00	-\$2,890.00	\$0.00
35	659	-4	EACH	SOIL ANALYSIS TEST	\$150.00	-\$600.00	\$0.00
39	659	-575	SY	REPAIR SEEDING AND MULCHING	\$0.70	-\$402.50	\$0.00
40	659	-575	SY	INTER-SEEDING	\$0.70	-\$402.50	\$0.00
42	659	-31	MGAL	WATER	\$1.00	-\$31.00	\$0.00
43	659	-26	MSF	MOWING	\$130.00	-\$3,380.00	\$0.00
44	670	-65	SY	SLOPE EROSION PROTECTION	\$3.00	-\$195.00	\$0.00
48	832	-34115.94	EACH	EROSION CONTROL	\$1.00	-\$34,115.94	\$0.00
51	611	-50	FT	4" CONDUIT, TYPE F	\$30.00	-\$1,500.00	\$0.00
52	611	-280	FT	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLET	\$24.00	-\$6,720.00	\$0.00
53	611	-50	FT	6" CONDUIT, TYPE F	\$36.00	-\$1,800.00	\$0.00
55	611	-50	FT	8" CONDUIT, TYPE F	\$69.00	-\$3,450.00	\$0.00
60	611	-50	FT	12" CONDUIT, TYPE F	\$107.00	-\$5,350.00	\$0.00
66	611	-1	EACH	CATCH BASIN, NO. 2-2A	\$3,700.00	-\$3,700.00	\$0.00
76	407	-45	GAL	NON-TRACKING TACK COAT (0.050 GAL/SY)	\$3.70	-\$166.50	\$0.00
80	441	-11.29	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 (1.25" THICK)	\$635.00	-\$7,169.15	\$0.00
81	441	-8.96	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), (DRIVEWAYS) (1.75" THICK)	\$470.00	-\$4,211.20	\$0.00
82	605	-10	FT	AGGREGATE DRAINS	\$25.00	-\$250.00	\$0.00
83	630	-16.5	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	\$16.00	-\$264.00	\$0.00
84	630	-6.28	SF	SIGN, FLAT SHEET	\$20.00	-\$125.60	\$0.00
86	630	-7	EACH	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	\$65.00	-\$455.00	\$0.00
93	644	-11	FT	STOP LINE	\$9.90	-\$108.90	\$0.00
94	644	-47	FT	CROSSWALK LINE, 12"	\$4.10	-\$192.70	\$0.00
95	644	-126	FT	TRANSVERSE/DIAGONAL LINE	\$9.20	-\$1,159.20	\$0.00
102	625	-1139	FT	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE	\$2.25	-\$2,562.75	\$0.00
106	625	-80	FT	CONDUIT, 4", 725.052	\$20.00	-\$1,600.00	\$0.00
107	625	-20	FT	CONDUIT, JACKED OR DRILLED, 4", 725.04	\$60.00	-\$1,200.00	\$0.00
109	625	-34	FT	TRENCH	\$10.00	-\$340.00	\$0.00
110	625	-2	EACH	PULL BOX, 725.08, 24"	\$1,300.00	-\$2,600.00	\$0.00

06.10.2025

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112	630	-10	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	\$16.00	-\$160.00	\$0.00
122	632	-6	EACH	COVERING OF PEDESTRIAN SIGNAL HEAD	\$30.00	-\$180.00	\$0.00
129	632	-243	FT	POWER CABLE, 3 CONDUCTOR, NO. 8 AWG	\$6.00	-\$1,458.00	\$0.00
130	632	-45	FT	SERVICE CABLE, 3 CONDUCTOR, NO. 8 AWG	\$7.00	-\$315.00	\$0.00
132	632	-3	EACH	CONDUIT RISER, 2" DIAMETER	\$900.00	-\$2,700.00	\$0.00
151	614	-40	HOUR	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	\$90.00	-\$3,600.00	\$0.00
157		1	EACH	104.02 Adjustment	\$5,936.27	\$0.00	\$5,936.27

TOTALS:      -\$151,616.94      \$5,936.27

Net Change in Contract Price:      -\$145,680.67

The sum of      -\$145,680.67      is hereby subtracted from the original contract price of      \$3,739,586.06  
making the current contract price:      \$3,593,905.39

The time provided for completion is UNCHANGED by NO calendar days.  
This is the final change order and no further requests for payment will be made.  
This document will become a supplement to the contract and all provisions of the contract apply hereto.

  
Recommended - Co. Engr./Dep. Engr.

Date: 6/14/25

  
Complete General Construction

Date: 6/2/25

Fairfield County Commissioners

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

Resolution No. 2025-06.10.n

A resolution to approve a Change Order for the FAI -CR7-1.94 Refugee Road Intersection Safety Improvements.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc.**

**WHEREAS**, the Fairfield County Board of Commissioners ("the Board of Commissioners") bought certain real estate at 1550 Sheridan Drive, Lancaster, Ohio 43110 ("the Property") on September 30, 2024, from the Colonnade M.O.B., LLC;

**WHEREAS**, the parking lot and certain ingress/egress areas located on the Property is owned by the Colonnade Commercial Property Owners Association Inc. ("the Association"), which is a separate but related entity to the Colonnade M.O.B., LLC;

**WHEREAS**, as part of the sale of the Property to the Board of Commissioners, the Board became majority shareholders of the Association, Inc. under the terms of the Association's Articles of Incorporation and By-Laws;

**WHEREAS**, in order for the Board of Commissioners to obtain full ownership of the parking lot at the Property, the Board of Commissioners authorize a vote in favor of dissolving the Association;

**WHEREAS**, in exchange for the Board of Commissioners receiving sole ownership of the Property, the Board shall grant easements of ingress/egress to the other members of the Association, per the resolution from the Association attached hereto as Exhibit A;

**WHEREAS**, the Board of Commissioners desires to grant easements via General Warranty Deed to the following Colonnade Commercial Property Owners Association members via the Right of Way Easement form, attached hereto as Exhibit B:

- Dr. Douglas Pope, on behalf of Sheridan Drive Properties, LLC, an Ohio limited liability company
- VCA Animal Hospitals, Inc. dba VCA Morris Animal Hospital, a California corporation licensed to transact business in the State of Ohio, on behalf of SGH Sheridan Properties, LLC
- Diley Medical Group, LLC, an Ohio limited liability company
- The Windsor Company 1430, Ltd. dba The Windsor Company, an Ohio limited partnership

**A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc.**

- Katherine Taylor, on behalf of Park National Bank, Successor Trustee of the Thomas A. Taylor Trust Agreement Dated October 21, 2016
- Mark E. Neff, D.D.S., on behalf of Neff Properties, Ltd., an Ohio limited liability company

**WHEREAS**, in exchange for the receipt of easements, the Association desires to convey, and the Board of Commissioners are willing to accept, 2.49 +/- acres of land identified as Fairfield County Auditor Parcel Nos. 053-42031-00 and 053-42030-00;

**WHEREAS**, the Board of Commissioners hereby authorize County Administrator, Aundrea Cordle, to sign any documents related to the closing of the transfer of the property and the use of the aforementioned easements; and

**WHEREAS**, the Prosecutor's Office has approved the attached agreement as to form.

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

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**Section 1.** That the Board hereby directs County Administrator, Aundrea Cordle, to vote on its behalf to dissolve the Colonnade Commercial Property Owners Association Inc. when the Association holds that meeting.

**Section 2.** That the Board hereby designates the County Administrator, Aundrea Cordle to execute any and all documents regarding the dissolution of the Association, including, but not limited to, the resolution attached hereto as Exhibit A.

**Section 3.** That the Board hereby authorizes the County Administrator, Aundrea Cordle, to sign any documents related to the conveyance of the 2.49 +/- acres of land identified as Fairfield County Auditor Parcel Nos. 053-42031-00 and 053-42030-00 from the Association.

**A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc.**

**Section 4.** That the Board hereby authorizes the County Administrator, Aundrea Cordle, to execute the Right of Way Easements for all members of the Colonnade Commercial Property Owners Association Inc., attached hereto as Exhibit B.

Prepared by: Jon Kochis

### **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter “GRANTOR”), for good and valuable consideration paid by DILEY MEDICAL GROUP, LLC (hereinafter “GRANTEE”), does grant, sell, and convey unto GRANTEE, and GRANTEE’S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE’S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled “Private Drive” and “Reserve A” in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE’S property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel No. 053-42027-00.

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE’S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE’S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR’S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR’S property is caused by GRANTEE’S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
: SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter "GRANTOR"), for good and valuable consideration paid by SHERIDAN DRIVE PROPERTIES, LLC (hereinafter "GRANTEE"), does grant, sell, and convey unto GRANTEE, and GRANTEE'S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE'S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled "Private Drive" and "Reserve A" in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE'S property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel Nos. 053-42022-00 and 053-42023-00.

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE'S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE'S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR'S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR'S property is caused by GRANTEE'S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
 : SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter “GRANTOR”), for good and valuable consideration paid by VCA ANIMAL HOSPITALS, INC. DBA VCA MORRIS ANIMAL HOSPITAL, A CALIFORNIA CORPORATION LICENSED TO TRANSACT BUSINESS IN THE STATE OF OHIO, ON BEHALF OF SGH SHERIDAN PROPERTIES, LLC (hereinafter “GRANTEE”), does grant, sell, and convey unto GRANTEE, and GRANTEE’S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE’S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled “Private Drive” and “Reserve A” in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE’S property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel No. 053-42020-00.

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE’S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE’S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR’S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR’S property is caused by GRANTEE’S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
: SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter "GRANTOR"), for good and valuable consideration paid by KATHERINE TAYLOR. ON BEHALF OF PARK NATIONAL BANK, SUCESSOR TRUSTEE OF THE THOMAS A. TAYLOR TRUST AGREEMENT DATED OCTOBER 21, 2016 (hereinafter "GRANTEE"), does grant, sell, and convey unto GRANTEE, and GRANTEE'S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE'S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled "Private Drive" and "Reserve A" in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE's property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel No. [0534202600].

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE'S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE'S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR'S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR'S property is caused by GRANTEE'S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
 : SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter “GRANTOR”), for good and valuable consideration paid by NEFF PROPERTIES, LTD. (hereinafter “GRANTEE”), does grant, sell, and convey unto GRANTEE, and GRANTEE’S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE’S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled “Private Drive” and “Reserve A” in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE’S property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel No. 053-42024-00.

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE’S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE’S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR’S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR’S property is caused by GRANTEE’S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
 : SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **RIGHT OF WAY EASEMENT**

FAIRFIELD COUNTY, OHIO, BOARD OF COUNTY COMMISSIONERS, an Ohio political subdivision (hereinafter "GRANTOR"), for good and valuable consideration paid by THE WINDSOR COMPANY 1430, LTD. dba THE WINDSOR COMPANY (hereinafter "GRANTEE"), does grant, sell, and convey unto GRANTEE, and GRANTEE'S successors and assigns, a non-exclusive easement across Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 currently consisting of a cumulative 2.492 acres, more or less, for the limited purpose of ingress and egress to GRANTEE'S property and/or businesses located adjacently to the Easement Area.

1. Easement Area. The Easement Area, more fully depicted in the areas labeled "Private Drive" and "Reserve A" in the survey attached hereto and incorporated herein as Exhibit A, shall consist of a cumulative 2.492 acre, more or less, right of way for the limited purpose of ingress and egress to GRANTEE'S property and/or business located adjacently to the Easement Area and known as Fairfield County Parcel No. 053-42028-00.

2. Title. GRANTOR hereby warrants that GRANTOR has the full power and authority to grant this Right of Way Easement and has a good and indefeasible fee simple title in the above-described Easement Area, free and clear of all liens and encumbrances, and agrees to forever defend the Easement Area and rights unto GRANTEE and GRANTEE'S successors and assigns against every person or entity lawfully claiming or to claim the Easement Area or any part of it.

3. Terms and Conditions. In the event GRANTEE obtains alternate access to their property, by purchase of adjacent land or otherwise, this Right of Way Easement shall terminate five (5) years after GRANTEE obtains such alternate access, unless GRANTEE and GRANTOR, or their successors and assigns otherwise agree.

4. Indemnification; Restoration of Property. GRANTEE, by its acceptance of this Right of Way Easement, shall indemnify, defend and hold GRANTOR harmless against any claims, damages, losses or expenses arising as a result of GRANTEE'S exercise of the rights granted by this Right of Way Easement, but excepting any claims, damages, losses or expenses caused by the negligence or wrongful actions of GRANTOR or GRANTOR'S agents, employees or contractors or others for whom GRANTOR is responsible. If any damage to GRANTOR'S property is caused by GRANTEE'S exercise of their rights under this Right of Way Easement, GRANTEE, at its expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage.

5. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this

agreement shall not be binding upon either party except to the extent incorporated in this agreement.

6. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or authorized representative of each party.

7. Binding Effect. This agreement shall run with the land and be binding on the parties hereto and their heirs, administrators, successors and assigns.

**IN WITNESS WHEREOF**, this Easement is executed and granted this \_\_\_\_ day of \_\_\_\_\_ 2025.

Fairfield County, Ohio, Board of County  
Commissioners, an Ohio political subdivision

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO :  
 : SS  
COUNTY OF \_\_\_\_\_ :

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public, in and for said County, personally came \_\_\_\_\_, of the Fairfield County, Ohio, Board of County Commissioners, the GRANTOR in the foregoing Easement and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC - State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

### **GENERAL WARRANTY DEED**

Colonnade Commercial Property Owners Association, Inc., an Ohio not for profit corporation, the Grantor, for Ten Dollars (\$10.00) and other valuable consideration paid, grants with general warranty covenants to Fairfield County Ohio, Board of County Commissioners, an Ohio political subdivision, the Grantee, whose tax mailing address will be 210 E. Main Street, Room 301, Lancaster, OH 43130, the following described REAL PROPERTY:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART THEREOF

PARCEL NOS: 0534203100 and 0534203000

SAVE AND EXCEPT, easements and restrictions of record, zoning ordinances, real estate taxes and assessments, if any prorated to the date of this deed.

Prior Instrument Reference: Volume 1349, Page 1330, Deeds Records, Fairfield County, Ohio.

Grantor does hereby covenant and warrant unto said Grantee, the Grantee's assigns and successors, that at the time of delivery of this deed, that the premises are free from all encumbrances, and that the Grantor does warrant and does hereby agree to defend the same to the Grantee, and the Grantee's assigns and successors, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

Colonnade Commercial Property Owners  
Association, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025  
by \_\_\_\_\_, authorized representative of Colonnade Commercial Property Owners  
Association, Inc., an Ohio not for profit corporation. This is an acknowledgment certificate; no oath  
or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public, State of Ohio

This Instrument Prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA,  
109 North Broad Street, Suite 200, Lancaster, Ohio 43130

## **EXHIBIT A**

### **Tract 1:**

Situated in the City of Lancaster, County of Fairfield, State of Ohio and described as follows:

The 0.684 acres, more or less, designated as Private Drive on the Colonnade Commercial Subdivision Final Plat, which was filed for record in Fairfield County, Ohio on October 1, 1997 at Plat Cab 1, Slot 183.

Parcel Number:       053-42031-00

### **Tract 2:**

Situated in the City of Lancaster, County of Fairfield, State of Ohio and described as follows:

The 1.808, more or less, designated as Reserve A on the Colonnade Commercial Subdivision Final Plat, which was filed for record in Fairfield County, Ohio on October 1, 1997 at Plat Cab 1, Slot 183.

Parcel Number:       053-42030-00

**ACTION OF COLONNADE COMMERCIAL PROPERTY OWNERS ASSOCIATION,  
INC. BY UNANIMOUS CONSENT**

Now come the Members of the Colonnade Commercial Property Owners Association, Inc. (hereinafter “the Company”), and pursuant to Chapter 1702 of the Ohio Revised Code and the Bylaws of the Company, take and adopt the following action, as voted on at the special meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025:

The Members of the Company have unanimously elected to voluntarily dissolve the Company in its entirety pursuant to Section 1702.47 of the Ohio Revised Code.

In winding up the Company’s affairs and pursuant to Section 1702.49(D)(3) of the Ohio Revised Code, the Members of the Company have adopted a plan of distribution for the Company’s assets. Specifically, the Members of the Company have adopted a plan of distribution for certain real property owned by the Company and known as Fairfield County Parcel Nos. 053-42031-00 and 053-42030-00 (hereinafter the “Property”).

Pursuant to the plan of distribution adopted by the Members of the Company, the Company shall convey the Property to the Fairfield County, Ohio, Board of County Commissioners by virtue of a general warranty deed to be filed of record with the Fairfield County Recorder’s Office. The Company is appointing \_\_\_\_\_ as the authorized representative to execute said general warranty deed on behalf of the Company.

In immediate exchange for said conveyance, the Fairfield County, Ohio, Board of County Commissioners shall grant to each Member of the Company a right of way easement for purposes of ingress and egress across the Property and to each Members’ respective property and/or business located adjacently to the Property.

Approved \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Katherine Taylor, on behalf of [title property  
owner]

\_\_\_\_\_

\_\_\_\_\_  
Dr. Douglas Pope, on behalf of Sheridan

Drive Properties, LLC, an Ohio limited liability company

VCA Animal Hospitals, Inc. dba VCA Morris Animal Hospital, a California corporation licensed to transact business in the State of Ohio

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Diley Medical Group, LLC, an Ohio limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Windsor Company 1430, Ltd. dba The Windsor Company, an Ohio limited partnership

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Colonnade M.O.B., LLC, an Ohio limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc.

(Fairfield County Facilities)

Approved as to form on 6/5/2025 2:12:00 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.o

A Resolution Authorizing a Right of Way Easement for Property owned by the Fairfield County Board of Commissioners to members of the former Colonnade Commercial Property Owners Association Inc.

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.**

**WHEREAS,** Fairfield County Job and Family Services, Child Support Enforcement Agency (CSEA) is requesting the Board of Commissioners approval for a Location Services Contract between the CSEA and the County Commissioners Association of Ohio, 209 East State Street, Columbus, OH 43215 and

**WHEREAS,** this agreement shall be effective June 1, 2025 through May 31, 2027, and

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

**WHEREAS,** the Prosecuting Attorney has approved the contract as to form,

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**NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, AND STATE OF OHIO:**

---

**Section 1.** The Board of Commissioners hereby approves the Location Services contract between the Fairfield County Job and Family Services, Child Support Enforcement Agency, and the Commissioners Association of Ohio.

Prepared by: Brandi Downhour  
cc: JFS / Budget Manager

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



☐randi Doan ☐Director ☐Budget Manager

Name and Title

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

**Cost Analysis**

The services allowed by this agreement shall not exceed \$500.00 on annual basis.

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order #

**803 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 001

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OHIO CSEA DIRECTORS  
ASSOCIATION  
OHIO CHILD SUPPORT  
PROFESSIONALS ASSOCIATION  
1103 SCHROCK ROAD, SUITE 309  
COLUMBUS, OH 43229

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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
614-846-6652	614-846-6693	1007	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
01/01/2025	54750	01/01/2025	
DEPARTMENT/LOCATION			
JOB & FAMILY SERVICES			
NOTES			

FALL &amp; SPRING SYMPOSIUM

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

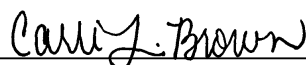
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: FALL & SPRING SYMPOSIUM	1.0	EACH	\$1,651.00	\$1,651.00

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,651.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2025

06.10.2025



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1,651.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

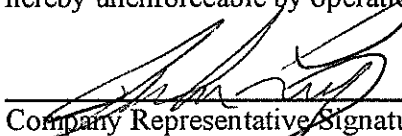
**Purchase Order Total** **\$1,651.00**

174

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, CCADSC (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty. Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

 CCAO Assistant Director/Service Corporation Vice-President  
Company Representative Signature and Title

John Leitz - County Commissioner Associate of Ohio Service Corporation  
Company Representative Name and Company

May 29, 2025  
Date

**WEST ORDER FORM –ProFlex**  
**for CLEAR Customers**  
 2900 Ames Crossing Rd, Suite 100  
 Eagan, MN 55121  
 Tel: 651/687-8000

<u>Check West account status below as applicable:</u>		Rep Name & Number <u>Colleen Pohl - 6045502</u>		* * * * * R E Q U I R E D * * * * *	
New <input type="checkbox"/>					
Existing with no changes <input type="checkbox"/>		Existing with changes <input checked="" type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Does Customer have an existing West account?					
<input type="checkbox"/> Yes If yes, please provide West account number _____					
<input type="checkbox"/> No					
Acct #	<u>1000320522</u>	Quote #	PO #		Date
Name/Customer	<u>OH CHILD SUPPORT DEPT</u>		Bill To Acct #		
Order Confirmation Contact Name	<u>Christy Rodeniser</u>				
E-Mail	<u>christy@ohiocspa.org</u>				
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) <u>Christy Rodeniser</u>					
E-Mail	<u>christy@ohiocspa.org</u>		Telephone		
CLEAR Primary Account Contact Name (general business contact) <u>Christy Rodeniser</u>					
E-Mail	<u>christy@ohiocspa.org</u>		Telephone		
MSA Jurisdiction _____ Contract # _____ Option # _____					
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>					I F N E E D E D
Name _____ Attn: _____					
Address _____ Suite/Floor _____					
City _____ State _____ County _____ Zip _____					

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Thomson Reuters General Terms and Conditions** (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

CLEAR ProFlex Fixed Rate						
Full Svc #	CLEAR ProFlex Products	# of Users	Monthly Rate	Other	Total Monthly Charges	Minimum Term (Months)
41308780	CLEAR ProFlex	474			\$23,045.00	24

Notes:

Total Monthly Charges (initial Term) \$ **\$23,045.00**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case. If you have an existing Per User CLEAR license and are using this Order Form to add additional users, the Minimum Term in your underlying Order Form will apply.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations during your subscription terms, the Total Monthly Charges will not be adjusted.

We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN customer whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

	<b>Enterprise Law Enforcement Customers</b>	
--	---	--

You certify your total number of sworn officers is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

	<b>CLEAR ProFlex Batch Transactional</b>	
--	--	--

Full Svc #	CLEAR ProFlex Batch Products	# of Users	Other
N/A	CLEAR ProFlex Batch		

Notes: N/A
---------------

Access to CLEAR Batch Transactional begins on the date we process your order and continues for 12 complete calendar months. You may select a longer Minimum Term by initialing below. CLEAR Batch Transactional charges are assessed when you access CLEAR Batch. To apply CLEAR Batch charges to a specific month, the batch request must be submitted at least five (5) business days prior to the end of the month. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Initial below for a longer Minimum Term.

☒ 24 Month Minimum Term. *CH*

☐ 36 month Minimum Term.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments (PF743.dot) include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

**Office Use Only****OF instruct:** Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR ProFlex Window							
Full Svc #	CLEAR ProFlex Window Product	# of Users	List	Other	Monthly Charges	Monthly Window	Minimum Term (Months)
41308780	CLEAR ProFlex Window						

**Notes:**

N/A





Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above ("Minimum Term"). Monthly Charges are due regardless of the level of your usage. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges, you are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Monthly Pricing Attachment to the Order Form.

If you are a corporation accessing CLEAR Services on your own behalf and on behalf of any government agency or entity, you must sign separate agreements for each use case and be credentialed separately for each use case.

When your Minimum Term terminates, the following will apply.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order.

Customer Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
<p><b>Customer Certifications must be completed for every order, including renewals.</b></p> <p>By initialing below, Customer certifies its understanding and acceptance of the security limits of CLEAR and responsibility for controlling product, Internet and network access:</p>	
	<p><b>Customer's Initials.</b> Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is Customer's responsibility to control access to the Internet.</p>
	<p><b>Customer's Initials.</b> Customer will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL. Customer will design, configure and implement its own security configuration.</p>
	<p><b>Customer's Initials.</b> Customer will not use any Data nor distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.</p>
	<p><b>Customer's Initials.</b> Customer will only access CLEAR for administrative or internal business purposes. All use will fully comply with the following restrictions:</p> <ul style="list-style-type: none"> <li>• In no event shall anyone other than Customer's approved employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.</li> <li>• Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.</li> <li>• No access shall be outsourced or otherwise provided to third parties.</li> <li>• Customer is solely responsible for ensuring that sensitive information is not made available beyond its stated permissible use.</li> </ul>

IP Address Section Only External IP Address(es) or Range(s) Must Be Provided										
<p>Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:</p> <ul style="list-style-type: none"> <li>IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.</li> <li>IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.</li> <li>All IP addresses must be IPv4 addresses.</li> </ul> <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Customer</i></p> <p><b>Customer's Internet Service Provider Name</b> _____</p> <p><b>Provide IP Address(es) or IP Address Range(s)</b> _____</p> <p><b>below</b></p> <p>Additional page(s) may be attached if needed</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Beginning IP Address _____</td> <td style="width: 50%;">Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> <tr> <td>Beginning IP Address _____</td> <td>Ending IP Address _____</td> </tr> </table> <p>CLEAR Customers may receive roaming access to CLEAR by default. Roaming access permits use outside your designated IP Address/Range. We may, at our option, block roaming access.</p> <p> <b>Initial here</b> if you would like us to block roaming access.</p> <p><b>If you do not know your company's external IP address(s), try the following:</b></p> <ol style="list-style-type: none"> <li>Contact your network administration, firewall or security team</li> <li>Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)</li> <li>Go to the following URL in your browser: <a href="https://signon.thomsonreuters.com/aboutme">https://signon.thomsonreuters.com/aboutme</a> or <a href="http://www.whatismyip.com">http://www.whatismyip.com</a> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)</li> </ol>		Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	Beginning IP Address _____	Ending IP Address _____	R E Q U I R E D
Beginning IP Address _____	Ending IP Address _____									
Beginning IP Address _____	Ending IP Address _____									
Beginning IP Address _____	Ending IP Address _____									
Beginning IP Address _____	Ending IP Address _____									

<p><b>Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)</b></p> <p>Name (please print) _____</p> <p>Telephone _____</p> <p>E-Mail _____</p>	I F A P P L I C A B L E
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<b>CLEAR My Account Administrators and Authorized QuickView+ User</b>
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**My Account** is provided as a service to you for user management, general account information and granting access to other My Account users. Identify which person you would like as your My Account Administrator:

Last Name Rodeniser First Name Christy E-Mail christy@ohiocspa.org  
(Required)

**QuickView+** is provided as a service to you for estimating your charges. Actual charges billed may vary from Quickview+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com> Identify which password holder you would like to have Quickview+ access:

Last Name Rodeniser First Name Christy E-mail christy@ohiocspa.org

<b>CLEAR ProFlex Fixed Rate Renewals</b> <b>Customer Certification section must also be completed for all Customers that interact with, manage, or house inmates or detainees.</b>		
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Sub Matl #	CLEAR ProFlex Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
N/A				

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

If the transactional value of your CLEAR usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement customers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

<b>CLEAR ProFlex Window Renewals</b> <b>Customer Certification Section must also be completed for all Customers that interact with, manage, or house inmates or detainees.</b>		
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Sub Matl #	CLEAR Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
N/A				
Notes				

Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. CLEAR transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for CLEAR transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form. To apply CLEAR charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

CLEAR Products to be Lapsed		
Sub Matl #	Product(s) Description	Account #/Location
41308780	CLEAR PROFLEX	1000320522

	<b>Miscellaneous</b>	
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**1. Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**2. Excluded Charges.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice.

**3. Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you will pay our collection costs including attorneys' fees.

**4. Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**5. Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**6. Cancellation Notice.** Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

**7. Regulated Data.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

**8. CLEAR Customers via an Integrator.** In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in paragraph 8 above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

**9. Confidentiality of Ordering Document.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

#### ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name Cheryl Subler  
 Title Executive Director  
 Date April 24, 2025  
 Signature ☒ Cheryl Subler

**PARTICIPATION AGREEMENT REGARDING THE  
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS  
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING  
CORPORATION, EXECUTED Ma, 2025**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2025 through May 31, 2027, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the Board of County Commissioners/County Executive for airfield County, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio Child Support Professionals Association ("OCSPA" or "Manager").

**RECITALS**

WHEREAS, CCAOSC wishes to continue assisting Ohio counties that are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio Child Support Professionals Association (OCSPA), formerly known as the Ohio CSEA Directors' Association (OCDA) in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCSPA, and the Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCSPA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

## **SECTION 1. DEFINITIONS**

**Manager** - The Ohio Child Support Professionals Association (hereinafter referred to as OCSPA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

**Participant(s)** - An Ohio county that is a member of both the CCAO and OCSPA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the County Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCSPA. A Participant must be a member of OCSPA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency that does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

**Program** – The use of the potential location leads for parents who are currently participants in a family services program.

**Program Term** - The period commencing June 1, 2025 and ending on May 31, 2027.

**Vendor** – West Publishing Corporation/Thomson Reuters.

**Agreement** - That certain contract amendment effective June 1, 2025 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCSPA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2027. Any subsequent contract or agreement beyond May 31, 2027 will go through a competitive procurement process.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT**

### **A. Participant agrees to:**

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing, if requested to do so.
3. Pay a license fee of \$35.95 per user, per month, for the period June 1, 2025 to May 31, 2026, and \$36.49 per user, per month, for the period June 1, 2026 to May 31, 2027.

4. Notify Manager if there is a desire to add users or services after June 1, 2025 with the understanding that they will be added at a rate of \$35.95 per user, per month, for the period June 1, 2025 to May 31, 2026, and \$36.49 per user, per month, for the period June 1, 2026 to May 31, 2027.

Real-time incarceration and arrest records may be added at a rate of \$111.00 per user, per month for the period June 1, 2025 to May 31, 2026, and at the rate of \$113.00 per user, per month, for the period June 1, 2026 to May 31, 2027.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2025 to May 31, 2026		June 1, 2026 to May 31, 2027	
Alerts	Per Month	Alerts	Per Month
100	\$51.00	100	\$52.00
300	\$85.00	300	\$86.00
500	\$134.00	500	\$136.00
1,000	\$253.00	1,000	\$257.00
1,500	\$370.00	1,500	\$376.00
3,000	\$720.00	3,000	\$731.00
5,000	\$1,164.00	5,000	\$1,181.00
10,000	\$2,256.00	10,000	\$2,290.00
25,000	\$5,464.00	25,000	\$5,546.00

5. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager. Any user added after June of each year will be invoiced for the program administrative expense at a pro-rated amount based on the number of months that the user will be participating in the agreement.
6. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2025 until May 31, 2027. The program administrative expense will be invoiced each year in the month of June for 2025 and 2026, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
7. Notify the Manager no later than **March 15, 2027** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCSA. Any notices provided pursuant to this paragraph will be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
8. Maintain its membership in both CCAO and OCSA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.

9. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2027 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2027.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercises its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio Child Support Professionals Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis to Participants.
5. Communicate requests and feedback from the users to West Publishing Corporation.
6. Communicate training opportunities to Participants.

**SECTION 3. OPTIONAL PROVISIONS: PLEASE INITIAL IF PARTICIPANT CHOOSES TO UTILIZE ANY OF THESE PROVISIONS:**

**REAL-TIME INCARCERATION AND ARREST RECORDS**

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

**BATCH PREMIUM ALERTS**

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

**SECTION 4. AMENDMENTS**

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

**SECTION 5. MISCELLANEOUS**

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

**1. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

**2. NON-DISCRIMINATION/EQUAL OPPORTUNITY**

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on


account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

-----END-----

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE  
CORPORATION (CCAOSC)**

By:  Address: 209 East State Street  
Cheryl Subler, CCAOSC Columbus, Ohio 43215

**COUNTY OF \_\_\_\_\_  
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/APPROVING AUTHORITY**

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

Date of Adoption of Approving Board Resolution \_\_\_\_\_

**PARTICIPANT AGENCY NAME:** \_\_\_\_\_

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

If necessary, Approved as to form:

\_\_\_\_\_

**OHIO CHILD SUPPORT PROFESSIONALS ASSOCIATION (OCSPA)**

By:  Address: 1103 Schrock Road, Suite 309  
Amy S. Roehrenbeck, Executive Director Columbus, Ohio 43229



**A Contract regarding CLEAR between Job and Family Services and**

Approved on 5/23/2025 9:32:39 AM by Patrick Welsh, Deputy Director of Child Support

Patrick Welsh  
Deputy Director of Child Support

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Approved on 5/23/2025 10:38:32 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 contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.

(Fairfield County Job and Family Services)

Approved as to form on 6/2/2025 2:40:56 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.p

A resolution authorizing the approval of a service contract for Location Services between The County Commissioners Association of Ohio and Fairfield County Job & Family Services, Child Support Enforcement Agency.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a Shared Family Foster Home Agreement with Perry County Children Services, 526 Mill Street, New Lexington, OH 43764; and

**WHEREAS,** the purpose of the agreement is to provide Licensed Family Foster Home Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective beginning April 1<sup>st</sup>, 2025; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

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

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Shared Family Foster Home Agreement for Perry County Children Services.

Prepared by: Brandi Downhour  
cc: JFS / Budget Manager

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



☐ Budget Manager

Name and Title

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

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25002300 - 04**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 004

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DEANA & DAVID FEATHEROFF  
4325 OTTERBEIN RD  
RUSHVILLE, OH 43150

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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
2468					
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/13/2025	18784				JOB & FAMILY SERVICES
NOTES					

BOARD & CARE FOSTER

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 & CARE FOSTER	1.0	EACH	\$9,000.00	\$9,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$9,000.00 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: 01/13/2025

06.10.2025

*Carri L. Brown*

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$9,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$9,000.00**

# SHARED FOSTER HOME AGREEMENT

The following child, \_\_\_\_\_, a minor child in the custody of **Fairfield County** \_\_\_\_\_ (hereinafter known as **Placing Agency**), was placed in the foster home listed below, a family licensed by **Perry County Children Services** hereinafter known as **Licensing Agency**). Licensing Agency grants permission for the Placing Agency to use the foster home for the following reason(s): Placement of Annabelle Wells.

☐ Check if this is an update to a previously completed Shared Home Agreement

**Licensing Agency Name:** Perry County Children Services

**Address, City, State, Zip Code:** 526 Mill Street New Lexington, OH 43764

**Phone Number: 740-342-3836 Fax Number: 740-342-5531 Emergency Phone Number: 740-342-4111 (ask for on-call worker)**

**Representative:** Kendall Fetty **E-mail Address:** kendall.fetty @jfs.ohio.gov

**Provider Name(s):** Deanna and David Featheroff **Provider Address:** 4325 Otterbein Rd Rushville, Ohio 43150

**Provider Phone Number:**

Placing Agency Name: Fairfield County Child Protective Services

Representative Name: \_\_\_\_\_

Address, City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Child's Name	Birthdate	SACWIS Person ID	Placement Date
[REDACTED]	[REDACTED]	<a href="#"><u>8773105</u></a>	4/24/2025

**By signing this agreement, the Placing Agency agrees to:**

- Supervise the child(ren)'s placement in this foster home.
- Not place any additional children in this foster home without the prior approval of the Licensing Agency.
- Provide the foster caregiver(s) all necessary documentation needed to enroll the child(ren) in an appropriate school setting, when applicable and necessary documentation needed to assure the child(ren) receives medical care.
- Provide respite care as needed and/or requested by the foster family for the placing agency's foster children.
- Provide to the foster caregiver(s) and to the Licensing Agency, a 24 hour emergency telephone number (above).
- Pay the foster caregiver(s) a per diem of \$ 45 per day, per child and to be responsible for any additional expenses in accordance with the reimbursement policy of the Licensing Agency.

**By signing this agreement, the Licensing Agency agrees to:**

- Provide to the Placing Agency a current copy of the ODJFS Certificate to Board Children issued to the foster caregiver(s) and copies of any additional certificates issues while the home is being shared by two agencies upon request.
- Provide to the Placing Agency upon request, information available to children placed in this foster home.
- Immediately notify the Placing Agency of any problems or concerns about the child(ren) placed in this foster home.

**By signing this agreement, the foster/adoptive family agree to:**

- Provide foster care to the child(ren) named in this agreement in accordance with the rules and regulations set forth in the Ohio Administrative Code, Foster Care Rules, and to abide by both policies of the above named agencies.

<b>Licensing Agency Signature:</b>	<b>Date:</b>
<b>Placing Agency Signature:</b>	<b>Date:</b>
<b>Provider Signature:</b>	<b>Date:</b>
<b>Provider Signature:</b>	<b>Date:</b>



**A Contract regarding Shared Home Agreement-Perry County between Job and Family Services and**

Approved on 5/8/2025 12:26:53 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

---

Approved on 5/8/2025 1:17:34 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.

(Fairfield County Job and Family Services)

Approved as to form on 6/3/2025 1:59:55 PM by Steven Darnell,

Resolution No. 2025-06.10.q

A resolution authorizing the approval of a Shared Family Foster Home Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Perry County Children Services.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services**

**WHEREAS**, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

---

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

---

Section 1: That the Fairfield County Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$64.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$64.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-06.10.r

A resolution to approve a memo exp./ memo receipt for the costs of Birth  
Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072  
Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services**

**WHEREAS**, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

---

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

---

Section 1: That the Fairfield County Board of Commissioners approve the following memo receipt:

71700300- 434410 Reimbursement - \$32.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced below:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$32.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-06.10.s

A resolution to approve a memo exp./ memo receipt for the costs of Birth  
Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072  
Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund**

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$132,647.96

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12201812-530000 Contractual Services

Amount: \$126,465.96

Account: 12201812-530005 Contract Services - Other

Amount: \$6,182.00

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES  
239 WEST MAIN ST  
LANCASTER, OHIO 43130

Provider: Fairfield Public Transit Phone #: 740-681-5086  
Address: 746 Lawrence Street City: Lancaster Zip Code: 43130

EXPENSES:	Current Month	Service Month: March	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1415		
Total Trip Amount	\$42,060.00		
Total Wait Time	213		
Total Wait Time Amount	\$5,318.75		
Total # Miles	14,837		
Total Milage Amount	\$81,603.50		
NEMT Scheduler Salary/Fringe	\$4,379.71		
Total Cost for Service Month	\$133,361.96		
Adjustments			
TOTAL BILLED	\$133,361.96		

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

☐ IO ☐ CCM ☐ P ☐ ☐ ☐ ☐ ☐ ☐  
T ☐ ☐ CCM ☐ P ☐ ☐ ☐ ☐ ☐ ☐  
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☐ MT ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Signature of Provider: Aaron Kennedy

Title: Transit Director

Date: 5/29/2025

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-06.10.t

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2018 Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund**

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Transportation cost; 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:

12290800- 433000 Reimbursement - \$714.00

This amount represents monies owed to Lancaster-Fairfield Public Transit for FCJFS's cost paid to Lancaster-Public Transit as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing Lancaster-Fairfield Public Transit for FCJFS's Transportation cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Lancaster Public Transit System

Account: 12259907-530005 Contract Services - Other  
Amount: \$714.00

Prepared by: Brandi Downhour, Budget Manager  
cc: Courtney Martin, Lancaster-Fairfield Public Transit

FAIRFIELD COUNTY JOB AND FAMILY SERVICES  
239 WEST MAIN ST  
LANCASTER, OHIO 43130

Provider: Fairfield Public Transit Phone #: 740-681-5086  
Address: 746 Lawrence Street City: Lancaster Zip Code: 43130

EXPENSES:	Current Month	Service Month: March	Year: 2024
Unit Rate	\$5.50	MOU Term From: July 2024 To: June 2025	
Flat Rate	\$30.00		
Total # of Trips	1415		
Total Trip Amount	\$42,060.00		
Total Wait Time	213		
Total Wait Time Amount	\$5,318.75		
Total # Miles	14,837		
Total Milage Amount	\$81,603.50		
NEMT Scheduler Salary/Fringe	\$4,379.71		
Total Cost for Service Month	\$133,361.96		
Adjustments			
TOTAL BILLED	\$133,361.96		

I hereby certify that all recipients provided transportation were duly authorized Medicaid eligible individuals and that the transportation was provided in accordance with Chapter 5160-15 of the OAC:

☐ IO ☐ CCM ☐ P ☐ ☐ ☐ ☐ ☐ ☐ ☐  
T ☐ ☐ CCM ☐ P ☐ ☐ ☐ ☐ ☐ ☐ ☐  
T ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐  
☐ MT ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Signature of Provider: Aaron Kennedy

Title: Transit Director

Date: 5/29/2025

☒ Please check box indicating that you are authorized to submit invoice electronically

Resolution No. 2025-06.10.u

A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2599 Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2072, Children Services Fund; and

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

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure object category:

\$1,200.00; 12207207- Transfers

Prepared by: Brandi Downhour, Budget Manager  
cc:

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

\$1,200.00

12207207; 700000; 25455; Transfers

Resolution No. 2025-06.10.v

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2072, Children Services Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Appropriate from Unappropriated and a transfer of funds in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2018, Public Assistance Fund; and

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

---

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

---

**Section 1.** The Fairfield County Board of Commissioners appropriate from unappropriated into the following major expenditure object category:

\$1,200.00; 12201814, Contractual Services

**Section 2.** That the transfer of funds in the amount of \$1,200.00 is hereby authorized as follows:

From: 2072; 12207207; 700000; 25455, Transfers Out

To: 2018; 12201814; 439100; 25455, Transfers In

Prepared by: Brandi Downhour, Budget Manager

cc:

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

Total Additional Appropriations of \$1,200.00

12201814; 558000; 25455, Travel; \$1,200.00

Please issue an Amended Certificate in the amount of \$1,200.00 to the credit of fund #2018.

Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines: 12201814; 439100; 25455; \$1,200.00

Prepared by: Brandi Downhour, Budget Manager

Resolution No. 2025-06.10.w

A Resolution to Appropriate from Unappropriated and a transfer of funds in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and UThrive LLC.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with UThrive LLC, 3902 Homewood Ave., Toledo, OH 43612; and

**WHEREAS,** the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective April 1st, 2025, through March 31<sup>st</sup>, 2026; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

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

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for UThrive LLC.

Prepared by: Michele White  
cc: JFS / Program Contract Specialist

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Michele White Program Contract Specialist  
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 Children and Youth

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

UThrive LLC, hereinafter "Provider", whose address is:

UThrive LLC  
3902 Homewood Ave  
Toledo, OH 43612

Collectively the "Parties".

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Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
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ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
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ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
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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 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **04/01/2025** through **03/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 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, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([DCY 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in “I and J” above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child’s assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child’s case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days’ notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child’s Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider’s contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [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 rule violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be

displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon 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 Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
  2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

### **Provider shall comply with all of the following including but not limited to:**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  - 4. DCY 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 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                      UThrive LLC  
3902 Homewood Ave  
Toledo, OH 43612

## **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 VIII - Reimbursement for Placement Services

**Detail:** Article VIII

#### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

## **Attachment Two.**

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

### **ITEM A**

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

### **ITEM B**

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

### **ITEMS D, E, & F**

#### **After-Hours/On-Call Process**

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### **Insert new item - ITEM S**

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### **Insert new item - ITEM T**

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

**Attachment Three.**

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

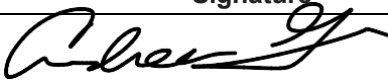
SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: UThrive LLC**

Print Name & Title	Signature	Date
Andrea Green		05/07/2025

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Fairfield County Department of Job and Family Services  
 Provider / ID: UThrive LLC / 29408837

Run Date: 05/05/2025  
 Contract Period: 04/01/2025 - 03/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home	7694266			\$267.75	\$47.25							\$315.00	04/01/2025	03/31/2026
Group Home	7694266			\$331.50	\$58.50							\$390.00	04/01/2025	03/31/2026
Group Home	7694266			\$352.75	\$62.25							\$415.00	04/01/2025	03/31/2026
Group Home	7694266			\$510.00	\$90.00							\$600.00	04/01/2025	03/31/2026



**A Contract regarding UThrive LLC between Job and Family Services and**

Approved on 5/8/2025 12:27:21 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

---

Approved on 5/8/2025 1:17:48 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25004334 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

B  
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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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UTHRIVE LLC  
3902 HOMEWOOD AVENUE  
TOLEDO, OH 43612

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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
419-442-9893				4733	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
05/07/2025	18977				JOB & FAMILY SERVICES
NOTES					

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$1,300.00	\$1,300.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1,300.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/07/2025

06.10.2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1,300.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$1,300.00**

244



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e.g. 1606N020Q02

uthrive



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Status



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☐ Inactive

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**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **UThrive**  
Date: **5/7/2025 1:42:32 PM**

This search produced the following list of **5** possible matches:

Name/Organization	Address
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Southern Ohio Academy	522 Glenwood Ave
Youth Empowerment	1500 West 3rd Street
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**01.2018**

**COST ANALYSIS:**

**For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.**

**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.**

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, UThrive LLC (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

:  Admin  
\_\_\_\_\_  
Company Representative Signature and Title

Andrea Green UThrive llc  
\_\_\_\_\_  
Company Representative Name and Company

05/05/2025  
\_\_\_\_\_  
Date

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 UThrive LLC.

(Fairfield County Job and Family Services)

Approved as to form on 6/3/2025 3:18:29 PM by Steven Darnell,

Signature Page

Resolution No. 2025-06.10.x

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and UThrive LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and A New Leaf, Inc.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with A New Leaf Inc.; 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 1<sup>st</sup>, 2025 through June 30<sup>th</sup>, 2026; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

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

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for A New Leaf, Inc.

Prepared by: Michele White  
cc: JFS / Program Contract Specialist

**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.**

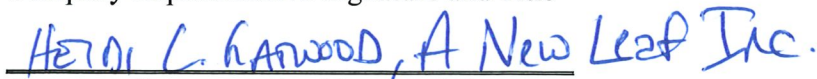
In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, \_\_\_\_\_ (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (*see, e.g.*, 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain any of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

  
\_\_\_\_\_

Company Representative Signature and Title

  
\_\_\_\_\_

Company Representative Name and Company

  
\_\_\_\_\_

Date

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Michele White Program Contract Specialist  
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.\***



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e.g. 1606N020Q02

"A New Leaf, Inc." 

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Ohio Department of Children and Youth

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

A New Leaf, Inc., hereinafter "Provider", whose address is:

A New Leaf, Inc.  
221 Tarlton Rd  
Circleville, OH 43113

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 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2025** through **06/30/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
  - a. Service type (i.e. medical, dental, vision, etc.);
  - b. Date(s) of service;
  - c. Reason for visit (i.e. routine, injury, etc.);
  - d. Practitioner name, address and contact number;
  - e. Name of hospital, practice, urgent care, etc.;
  - f. Prescribed medications and dosages;
  - g. Date(s) medication(s) were prescribed or changed; and
  - h. Changes to medications.

- F. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in 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. FTM's, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by 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 rule violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

3. will not have sufficient funds to enable it to make all payments due hereunder during such period; and It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated

activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only

be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

**Provider shall comply with all of the following including but not limited to:**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's

- residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  4. DCY 02911 Single Cost Report Instructions.
  5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  7. 2 CFR part 200.501, Audit Requirements.

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to  
A New Leaf, Inc.  
221 Tarlton Rd  
Circleville, OH 43113

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;

4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

- A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

**B. Transportation of Child**

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(l) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### **Article XXIV. FINDINGS FOR RECOVERY**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

#### **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

#### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

#### **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

#### **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of

the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

#### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

## **Attachment Two.**

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

### **ITEM A**

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

### **ITEM B**

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

### **ITEMS D, E, & F**

#### **After-Hours/On-Call Process**

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### **Insert new item - ITEM S**

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### **Insert new item - ITEM T**

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

#### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

In the event of an emergency, the child should be taken to the nearest medical facility.

**Attachment Three.**

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

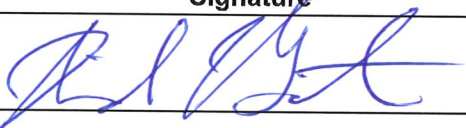
SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: A New Leaf, Inc.**

Print Name & Title	Signature	Date
HEIDI L. GARWOOD, ED		5/27/2025

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

## Title IV-E Schedule A Rate Information

**Title IV-E Schedule A Rate Information**

Agency: Fairfield County Department of Job and Family Services

Provider / ID: A New Leaf, Inc. / 24569

Run Date: 05/09/2025

Contract Period: 07/01/2025 - 06/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Needs (30308)- Excpt Need	96964			\$50.00	\$45.00							\$95.00	07/01/2025	06/30/2026
Special Needs (30307)- Spec Need	96970			\$42.00	\$45.00							\$87.00	07/01/2025	06/30/2026
Traditional (30306)- FFH	96947			\$34.00	\$45.00							\$79.00	07/01/2025	06/30/2026



**A Contract regarding A New Leaf, Inc. between Job and Family Services and**

Approved on 5/30/2025 3:02:26 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

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Approved on 5/30/2025 3:37:34 PM 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: **A New Leaf, Inc.**  
Date: **5/30/2025 2:38:20 PM**

This search produced the following list of **1** possible matches:

Name/Organization	Address
Helping Africans in a New Direction	6084 Busch Blvd. #4

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.

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25001881 - 04**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 004

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A NEW LEAF INC  
PO BOX 615  
KINGSTON, OH 45644

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-420-0700				2031	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2025	8246				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	\$111,400.00	\$111,400.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$111,400.00 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: 01/01/2025

06.10.2025

*Carri L. Brown*

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$111,400.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$111,400.00**

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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and A New Leaf,  
Inc.

(Fairfield County Job and Family Services)

Approved as to form on 6/3/2025 5:03:24 PM by Steven Darnell,

Resolution No. 2025-06.10.y

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.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 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.; 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, 2025, through March 31st, 2026; and

**WHEREAS**, a purchase order encumbering the funds for the services was acquired; and

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

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

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**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Kids Count Too, Inc.

Prepared by: Michele White  
cc: JFS / Program Contract Specialist

Ohio Department of Children and Youth

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

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 IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2025** through **03/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([DCY 5101:2-7-14](#), [5101:2-9-23 ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [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 rule violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon 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 Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only

be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.

- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

**Provider shall comply with all of the following including but not limited to:**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's

- residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  4. DCY 02911 Single Cost Report Instructions.
  5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  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 VIII - Reimbursement for Placement Services

**Detail:** Article VIII

#### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

## **Attachment Two.**

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

### **ITEM A**

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

### **ITEM B**

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

### **ITEMS D, E, & F**

#### **After-Hours/On-Call Process**

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### **Insert new item - ITEM S**

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### **Insert new item - ITEM T**

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility.

**Attachment Three.**

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: Kids Count Too, Inc.**

Print Name & Title	Signature	Date
Deborah L Jeremy, Director of Operations & Finance	<i>Deborah Jeremy</i>	5/14/25

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Kids Count Too, Inc. / 24543

Run Date: 05/09/2025

Contract Period: 05/01/2025 - 03/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care - Level 1 (30282)-Spec Need	107796			\$60.72	\$55.28	\$7.76	\$2.41				\$1.44	\$127.61	05/01/2025	03/31/2026
Traditional Foster Care - Level 2 (30387)-Spec Need	3617663			\$48.54	\$55.29	\$7.76	\$2.41				\$1.44	\$115.44	05/01/2025	03/31/2026
Treatment Foster Care - Level 1 (30281)-Excpt Need	107795			\$60.72	\$55.28	\$7.76	\$2.41				\$1.44	\$127.61	05/01/2025	03/31/2026



**A Contract regarding Kids Count Too, Inc. between Job and Family Services  
and**

Approved on 5/30/2025 3:02:09 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

---

Approved on 5/30/2025 3:37:23 PM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25004647 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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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				5084	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
05/29/2025	11215				JOB & FAMILY SERVICES
NOTES					

BOARD & CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD & 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: 05/29/2025

06.10.2025

Carri L. Brown

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**

317

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Michele White Program Contract Specialist  
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.\***



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e.g. 1606N020Q02

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#### Simple Search

#### Search Editor

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 1606N020Q02

"Kids Count Too, Inc." 

### Federal Organizations

Enter Code or Name 



Status



- ☒ Active
- ☐ Inactive

Reset 

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**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Kids Count Too, Inc.**  
Date: **5/16/2025 2:42:55 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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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.

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, \_\_\_\_\_ (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.

Deborah Jeremy Director of Finance & Operations/President  
Company Representative Signature and Title

Deborah L Jeremy, Kids Count Too, Inc.  
Company Representative Name and Company

5/14/25  
Date

**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.**

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 6/6/2025 1:18:01 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.z

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)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Communication Speaks, LLC.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Communication Speaks, LLC; 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, 2025, through April 30th, 2026; and

**WHEREAS,** a purchase order encumbering the funds for the services was acquired; and

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

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

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**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Communication Speaks, LLC.

Prepared by: Michele White  
cc: JFS / Program Contract Specialist

Ohio Department of Children and Youth

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

Communication Speaks, LLC, hereinafter "Provider", whose address is:

Communication Speaks, LLC  
70 Birch Aly 240  
Beavercreek, OH 45440

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 3 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **05/01/2025** through **04/30/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (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, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([DCY 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [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 rule violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be

displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
  2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

**Provider shall comply with all of the following including but not limited to:**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  - 4. DCY 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of

execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to                      Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to                      Communication Speaks, LLC  
70 Birch Aly 240  
Beavercreek, OH 45440

## **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 VIII - Reimbursement for Placement Services

**Detail:** Article VIII

#### ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

## **Attachment Two.**

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

### **ITEM A**

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

### **ITEM B**

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

### **ITEMS D, E, & F**

#### **After-Hours/On-Call Process**

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

#### **Insert new item - ITEM S**

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

#### **Insert new item - ITEM T**

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for

typical childhood illnesses will not require such prior authorization.  
In the event of an emergency, the child should be taken to the nearest medical facility.

**Attachment Three.**

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I


SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: Communication Speaks, LLC**

Print Name & Title	Signature	Date
Camillia Harris, Director		5/13/2025

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: Communication Speaks, LLC / 15634832

Run Date: 05/09/2025

Contract Period: 05/01/2025 - 04/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Elsmere Avenue Group Home (20943)	7633513			\$825.00	\$25.00							\$850.00	05/01/2025	04/30/2026



**A Contract regarding Communication Speaks, LLC. between Job and Family Services and**

Approved on 5/28/2025 1:55:07 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

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Approved on 5/29/2025 4:01:09 PM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

**01.2018**

**COST ANALYSIS:**

**For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.**

**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.**

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Communication Speaks, LLC (hereinafter "Company") acknowledges that certain provisions, should and where they exist in the underlying contract, must be removed from the contract in order to comply with Ohio law. Pursuant to R.C. 307.901 and R.C. 5705.41(D)(1) (see, e.g., 2005 Ohio Atty.Gen. Ops. No. 2005-007), the County is prohibited by law from entering contracts that contain **any** of the following terms:

- 1) A provision that requires the County to indemnify or hold harmless another person;
- 2) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process;
- 3) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in the County or that requires interpretation or governance under the laws of a state other than Ohio;
- 4) A provision that requires the County to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County;
- 5) A provision that requires the County to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee;
- 6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09, to serve as legal counsel for the County;
- 7) A provision that is inconsistent with the County's obligations under R.C. 149.43;
- 8) A provision that limits the County's ability to recover the cost for a replacement contractor; or
- 9) A provision that subjects the County to the possibility of unknown future financial burdens. This includes attorney's fees, collection costs, liquidated damages, interest rates on delinquencies, or any other open-ended financial obligation term included in the agreement.

Considering Ohio law, the Company acknowledges the foregoing and hereby agrees to strike or remove any term that is prohibited under R.C. 307.901 and 5705.41(D)(1). The Company further agrees that if an offending term is not removed from the contract that the offending term is hereby unenforceable by operation of law.



Director

Company Representative Signature and Title

Camillia Harris, Communication Speaks, LLC

Company Representative Name and Company

05/13/2025

Date

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Michele White Program Contract Specialist  
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.\***



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All Words

e.g. 1606N020Q02

Filter By


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Search Editor

☐ Any Words 

☐ All Words 

☐ Exact Phrase 

e.g. 1606N020Q02

"Communication Speaks, LLC" 

### Federal Organizations

Enter Code or Name  

Status

☒ Active

☐ Inactive

Reset 

# No matches found

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**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Communication Speaks, LLC**  
Date: **5/14/2025 10:55:25 AM**

This search produced the following list of **14** possible matches:

Name/Organization	Address
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Rhea Academy Community School	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Somali Development Agency/Americom	4312 Westport Road
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Third Wave Communications, LLC	PO Box 1355
Western Surety Company	CAN Surety, Surety Claims
Wright (AHRMS Management Company), Marcus	

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.

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2025

Page: 1 of 1

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

Purchase Order # **25004537 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2025

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 000

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COMMUNICATION SPEAKS, LLC  
70 BIRCH ALLEY  
BEAVERCREEK, OH 45440

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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
		4982	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
05/21/2025	15702		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$1.00	\$1.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$1.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 05/21/2025

06.10.2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$1.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total 362 \$1.00**

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Communication Speaks, LLC.

(Fairfield County Job and Family Services)

Approved as to form on 6/6/2025 1:20:08 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.aa

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Communication Speaks, LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve Additional Appropriations by Appropriating from Unappropriated into a Major Expense Object Category – Drug Court #2408 Sub Fund ATP #8209**

**WHEREAS,** additional appropriations are necessary for future obligations and payments, and

**WHEREAS,** appropriating from unappropriated into major expense categories of Contractual Services and Materials and Supplies for 17820900 is necessary for expenses.

---

**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 appropriating from unappropriated funds into a major expenditure category:

\$3,000.00 17820900 Materials and Supplies  
\$1,500.00 17820900 Contractual Services

Prepared by: Alisha Hoffman  
cc: Juvenile Court

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

\$4,500.00

17820900-530000 Contractual Services \$1,500.00

17820900-563000 Food \$3,000.00

Resolution No. 2025-06.10.bb

A Resolution to Approve Additional Appropriations by Appropriating from  
Unappropriated into a Major Expense Object Category – Drug Court #2408 Sub Fund ATP #8209

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to approve a Development Agreement for the Sycamore Grove, Phase 1B subdivision [Regional Planning]**

**WHEREAS**, the developer of Sycamore Grove, Phase 1B has submitted the required inspection fee deposit and has executed the required development agreement for said subdivision.

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

**Section 1.** That this Board hereby approves and authorizes itself to execute said development agreement attached as Exhibit A for the Sycamore Grove, Phase 1B subdivision.

Prepared by: Joshua Hillberry  
cc: Regional Planning

## DEVELOPMENT AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_; (hereinafter called the "Owner") and the Board of Commissioners of Fairfield County, Ohio (hereinafter called the "County").

WITNESS WHEREAS, the Owner wishes to develop approximately \_\_\_\_\_ acres in \_\_\_\_\_  
Violet Township; \_\_\_\_\_ (hereinafter called the "Project"), and  
Sycamore Grove, Phase 1-B

WHEREAS, "The Fairfield County Water, Drainage and Sewage Regulations," "The Fairfield County Construction and Material Specifications," and "The Fairfield County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW THEREFORE, the Owner and the County, in consideration of the mutual covenants set forth herein, agree that:

I. OWNER RESPONSIBILITIES: The Owner will:

- 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
- 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits.
- 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided will include:
  - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
  - b. Monuments, stakes and all survey control required;
  - c. All other improvements shown on the construction drawings as approved by the County. (Such as grading and seeding).
- 1.4 Await the County's approval of the construction drawings and specifications before beginning any construction work.
- 1.5 Guarantee that the labor, material and equipment used to develop the Project meets the County requirements by providing at least one of the following:

- a. A performance bond equal to the estimated construction cost of the public improvements; or
- b. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
- c. Subject to the approval of the County of Fairfield a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements.  
That these funds will not be released to the Owner or used for any purpose unless a release is signed by the County.  
That such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Owner of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements;

1.6 Give the County at least three days notice prior to beginning any construction work and will keep the County advised of the work schedule throughout the development of the Project.

1.7 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least three years, by providing at least one of the following:

- a. A maintenance bond equal to ten percent (10%) of the construction cost of the public improvements
- b. A certification to the County by a financial institution or corporation acceptable to the County Prosecutor;

That funds equal to ten percent (10%) of the estimated construction cost for public improvements have been set aside in an escrow account;

That these funds cannot be released without a release by the County;

That the institution or corporation holding the funds shall release to the County and or all of the funds so escrowed for the purpose enumerated herein; and

That the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or

- c. A bank irrevocable letter of credit payable to the County equal to ten percent (10%) of the construction cost for the public improvements.
- 1.8 Provide any additional maintenance guarantees necessary to protect existing roads in the subdivision being used as access for the proposed phase(s). The County Inspector shall determine the adequacy of this additional guarantee.
- 1.9 Provide a written request for the maintenance guarantee release upon completion of at least three years maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to this Project have been paid in full.
- 1.10 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within a year of the approval of the construction plans unless approved otherwise by the County.
- 1.11 Remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, improvements and/or easements as were deposited, left or resulted from the construction of improvements or any nature within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County Engineer.
- 1.12 Prior to acceptance or conditional acceptance of the Project by the County, provide the County the original signed construction drawings, with four sets of prints annotated to reflect the "as-constructed" conditions, and the original recorded plat.

## II GENERAL TERMS:

- 2.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations the County Regulations shall govern.
- 2.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.

2.3 The Owner shall indemnify and hold the County free and harmless from any and all claims for damage of every nature arising or growing out of the construction of improvements or resulting from improvements and shall defend, at their own cost and expense, any suit or action brought against the County.

2.4 By signing this Agreement the Owner acknowledges possession of copies of the:

- a. Fairfield County Water, Drainage and Sewage Regulations.
- b. Fairfield County Construction and Material Specifications.

and that the procedures described in these County Regulations will be followed during the development, acceptance and maintenance period for this project.

2.5 Upon violation of, or failure to comply with, any of the terms of this Agreement by the Owner, the County may take any of the following actions:


- a. Stop all work on the Project forthwith;
- b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
  - 1. Holding the bonding company responsible,
  - 2. Using the certified check or proceeds thereof,
  - 3. Using the funds in the escrow account, or
  - 4. Draw on the letters of credit.
- c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification of the Owner does not cause a timely and satisfactory response or an immediate response is required. The cost of using county labor material or equipment shall be a cost to the owner to be paid thirty (30) days after being billed. Failure to pay may result in the County taking actions provided in 2.5(a) or 2.5(b) herein.

2.6 This Agreement represents the entire and integrated agreement between the Owner and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both Owner and County.

- 2.7 The Owner and County each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the County.
- 2.8 Notices: Any notice required by the Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.
- 2.9 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Owner the right and privilege to make the improvements stipulated herein.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this agreement on the day and year first above written.

  
Corey Thener Kant VT Land

APPROVED:

FAIRFIELD COUNTY BOARD  
OF COMMISSIONERS

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

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

DEVELOPMENT AGREEMENT

Resolution No. 2025-06.10.cc

A resolution to approve a Development Agreement for the Sycamore Grove, Phase 1B subdivision

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Approve a Change Order #4 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.**

**WHEREAS**, the original contract for this project with Flecto LLC was approved by the Commissioners on December 3<sup>rd</sup>, 2024; and

**WHEREAS**, the original contract was in the amount of \$230,922.00; and

**WHEREAS**, change order #1 was necessary for a material change from drywall to a metal liner for the concession stand and add the construction of 2 additional dug-outs at the adjacent ballfield as well as increase the Contract Completion date by 14 days to February 12, 2025 and;

**WHEREAS**, change order #1 also increased the contract price by \$21,537.00, making the contract price \$252,459.00; and

**WHEREAS**, change order #2 included the purchase of equipment for the concession stand and a change in bathroom partitions which increased the contract price by \$10,028.90, making the contract price \$262,487.90; and

**WHEREAS**, change order #3 was necessary to extend the contract time due to weather delays and allow tasks to be completed in appropriate weather conditions by 65 days, making the new contract completion date April 18, 2025, and;

**WHEREAS**, change order #3 also included the deduction of line Item #3 - Electric Service Fees (Allowance) totaling in \$2,000, making the new contract price \$260,487.90 and;

**WHEREAS**, change order #4 is necessary to extend the contract time and include additional scope of work, which includes the extension of a parking lot and the installation of a yard drain and;

**WHEREAS**, change order #4 will increase the contract time by 59 days, making the new completion date June 16, 2025 and will increase the contract price by \$5,235.00, making the new contract price \$265,722.90

---

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

---

**A Resolution to Approve a Change Order #4 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.**

**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #4 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

**Section 2.** This Board hereby authorizes it's President to sign change order #4 for the Otte Park Concessions + Restroom Pavillion Project.

Prepared by: Joshua Hillberry  
cc: Regional Planning Commission

## CHANGE ORDER

Order No. 4

Date: 5/15/2025

Agreement Date: 12/06/2024

NAME OF PROJECT: Fairfield County – CDBG – Village of Pleasantville Otte Park  
Concessions + Restroom Pavilion

OWNER: Fairfield County

CONTRACTOR: Flecto LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Justification:

This change order pertains to the extension of the parking lot located in front of the concession stand and south of the approach drive. The additional scope of work includes the installation of a yard drain and the necessary site work surrounding the yard drain. Please refer to the attached change order proposal provided by the contractor for a detailed breakdown.

Change to CONTRACT PRICE: \$ 29,565.90 Total contract change to date

Original CONTRACT PRICE: \$ 230,922.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 260,487.90

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 5,235.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 265,722.90


Change to CONTRACT TIME: 65 days per CO #3 previously

The CONTRACT TIME will be (increased) (decreased) by 59 calendar days.

The date for completion of all WORK will be 6/16/2025 (Date)


Recommended By:

Engineer/Architect: Trevor McLean

Signature: 

Title: Engineer III - Verdantas LLC

Accepted By:

Owner:  Village of Pleasantville

Signature: 

Title: 06/03/2025

Contractor: Flecto LLC

Signature: 

Title: President

County: \_\_\_\_\_

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

Title: \_\_\_\_\_

Township: N/A

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

Title: \_\_\_\_\_

Signature Page

Resolution No. 2025-06.10.dd

A Resolution to Approve a Change Order #4 for the CDBG PY2022 Village of Pleasantville – Otte Park Concessions + Restroom Pavillion Project.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Bremen.**

**WHEREAS**, the Fairfield County Regional Planning Commission is requesting the Board of Commissioners approval of a participation agreement with the Village of Bremen; and

**WHEREAS**, the purpose of the participation agreement is to outline the County's and Village's responsibilities regarding the PY2024 CDBG Neighborhood Revitalization and Allocation Program Funds for the associated improvement projects within the Village of Bremen; and

**WHEREAS**, this agreement shall be effective June 10, 2025 through August 31, 2026.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached participation agreement with the Village of Bremen.

Prepared by: Joshua Hillberry  
cc: Regional Planning

## CDBG PARTICIPATION AGREEMENT

### COUNTY OF FAIRFIELD PY 2024 CDBG NEIGHBORHOOD REVITALIZATION PROGRAM AND ALLOCATION PROGRAM

This agreement made as of June 3rd, 2025, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter designated as "County" and the Village of Bremen, hereinafter designated as "the Village", which for and in consideration of their mutual promises made herein agree as follows:

#### I. COUNTY PAYMENTS TOWARD CDBG PROJECTS

The Board of County Commissioners of Fairfield County, Ohio shall make payments up to \$ 800,900.00 towards the cost of construction for the following Projects, as selected by the Village of Bremen for PY 2024 CDBG Neighborhood Revitalization Program and Allocation Program funding, or as such budget is revised with the approval of the Ohio Department of Development:

#### ACTIVITY DESCRIPTION:

1. **Bremen - Howell Park Walking Path**

Improvements to the walking path at Howell Park (2,360 linear feet of walking path)

2. **Bremen - Marietta St Paving & Drainage**

Improvements to the pavement (1,500 linear feet) and drainage (3 culverts/catch basins installed)

3. **Bremen - Broad St Sidewalk**

Improvements to the sidewalk on Broad Street (1,200 linear feet)

4. **Bremen - Water Treatment Softener Resin**

Installation/repair of equipment for the water treatment softener resin

5. **Bremen - Community Pool**

Replacement of four (4) security lights

The source of such County payments shall include and only include a PY 2024 grant to the County from the Ohio Development Services Agency through the Community Development Block Grant (CDBG) Neighborhood Revitalization Program and Allocation

program, Grant Number B-F-24-1AV-1 and County payments are therefore conditions upon actually receiving such CDBG Allocation funds.

The disbursement and expenditure of County CDBG Neighborhood Revitalization Program and Allocation program funds shall be made only in compliance with the requirements of the County's GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2026 unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved "Project Costs and Use of Funds" to costs directly associated with the GRANT AGREEMENT.

## II. COUNTY COOPERATION

The County Commissioners pledges its cooperation, support, and assistance to administer and disburse the CDBG Neighborhood Revitalization Program and Allocation program, funds in such a manner as to expedite and complete the Project in the best interests of the as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

## III. OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG Neighborhood Revitalization Program and Allocation program not otherwise set forth as being assumed by the Village of Bremen in this Participation Agreement, it being further understood that even those responsibilities being assumed by the Village of Bremen insofar as the State of Ohio is concerned are first and foremost the responsibility of the County.

## IV. COUNTY'S CLAIMS ON OWNERSHIP OF PROJECT IMPROVEMENTS

The County Commissioners will not have any claims on the ownership or use of any of the public improvements constructed or installed through the expenditure of County CDBG Neighborhood Revitalization Program and Allocation program funds except as otherwise set forth in this Participation Agreement. Likewise, the County will be free of any and all liabilities with regard to the public improvements except as regards its responsibilities to the State of Ohio for the proper administration of the CDBG funds.

## V. VILLAGE OF BREMEN RESPONSIBILITIES

The Village of Bremen shall designate a Project Representative who will be responsible for coordinating with the County on Project activities and shall give the Project Representative the authority to work with the Project Engineer. Such activities may include delineating the Project location, locating of utilities, which may be affected by the Project, and other items requested by the Engineer which will enable the Contractor to properly construct the Project. In addition, the Village of Bremen shall give the Project Representative the authority to approve the Project plans and specifications, any necessary Project change orders and all contractor payments on behalf of the Village of Bremen. All

such approval will be given along with those of the County and the Engineer. They (through the direction of the County) will be responsible for securing any required easements, waivers, appraisals, etc. in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Project Representatives shall attend the Pre-Construction Conference and assist with local needs (i.e. provisions of a place to store materials near the site, site inspections in addition to those conducted by the Engineer, etc.). The Village of Bremen shall incur the costs for design and construction inspection of the Project.

#### VI. BIDDING

The County shall be primarily responsible for bidding, contracting and construction management for all work elements outlined in the Grant Agreement with the Ohio Department of Development and for compliance with state and federal bidding and contracting regulations.

#### VII. OWNERSHIP AND USE OF PROJECT IMPROVEMENTS

Upon commencement of a substantial portion of the Project public improvements, the Village of Bremen shall have and assume all ownership of such improvements, materials, etc. which are associated with the Project not otherwise remaining under ownership of a contractor or vendor and the Village of Bremen shall have and assume all such ownership and liability upon completion of the Project. The Village of Bremen agrees to retain ownership of and to operate and provide reasonable maintenance of the Project improvements for the purposes they were intended for a period of ten (10) years or more following completion of Project activities funded in whole or in part with CDBG Allocation program funds.

The Village of Bremen agrees to prohibit discrimination in the use of or benefits from the Project improvements on the basis of race, color, national origin, sex, age, or handicap in accord with State and Federal laws and regulations. The Village of Bremen further agrees to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

During such ten (10) year period if for any reason the Village of Bremen is no longer able to maintain or operate the Village of Bremen owned Project improvements for the purposes they were intended or in compliance with the terms of this Participation Agreement, the Village of Bremen shall inform the County in writing of such actions or circumstances and shall fully cooperate with the County to make the most appropriate changes to comply as nearly as possible with the CDBG program intent and regulations.

#### VIII. ADDITIONAL FINANCING

The Village of Bremen shall obtain and provide all additional financing needed to complete all Project public improvements. **In the event the Village of Bremen becomes aware of any problems in providing and/or obtaining all additional financing needed, the Village of Bremen shall immediately inform the County in writing and**

**shall fully cooperate with the County in writing. The County will not approve any change orders above the amount of funds budgeted for this activity without prior Village of Bremen approval.**

**IX. CONFLICT OF INTEREST**

No member, official or employee of the Village of Bremen shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG Neighborhood Revitalization Program and Allocation funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly, interested.

**X. ACCESS TO RECORDS**

The County, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Village of Bremen which are directly pertinent to the CDBG Neighborhood Revitalization Program and Allocation and program and the use of its funds or any other funds on this Project, for the purpose of the making audit, examination, excerpts and transcriptions.

**XI. TERMINATION OF AGREEMENT**

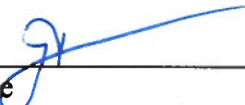
This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to fulfill its responsibilities under the terms of this Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, the Village of Bremen shall not enter into any new or additional obligation of the CDBG Neighborhood Revitalization Program and Allocation funds or any contracts which are in any other way dependent on the expenditure of the CDBG Allocation funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG Neighborhood Revitalization Program and Allocation funds to fulfill Village of Bremen obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice of and approval of the Ohio Department of Development.

**XII. AMENDMENT TO AGREEMENT**

This Participation Agreement may be amended by the parties upon their mutual written agreement.

**IN WITNESS WHEREOF, the County and the Village of Bremen have entered into this Agreement by their duly authorized officials as of the date and year first above written.**

**Village of Bremen**

Signature  \_\_\_\_\_

Title Mayor \_\_\_\_\_

**BOARD OF COMMISSIONERS  
FAIRFIELD COUNTY**

\_\_\_\_\_, President

\_\_\_\_\_, Member

\_\_\_\_\_, Member

**Approved as to form only:**

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



## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): CDBG Participation Agreement
- 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 \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 6 \_\_\_\_\_ day of June \_\_\_\_\_, 2025.

*Joshua T. Hillberry*

Joshua Hillberry, Regional Planner, Fairfield County RPC

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 authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Bremen.

(Fairfield County Regional Planning Commission)

Approved as to form on 6/6/2025 1:15:38 PM by Amy Brown-Thompson,



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

Resolution No. 2025-06.10.ee

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and the Village of Bremen.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and Walnut Township.**

**WHEREAS**, the Fairfield County Regional Planning Commission is requesting the Board of Commissioners approval of a participation agreement with Walnut Township; and

**WHEREAS**, the purpose of the participation agreement is to outline the County's and Township's responsibilities regarding the PY2024 CDBG Allocation Program Funds for the Fairfield Beach Park Improvements project within Walnut Township; and

**WHEREAS**, this agreement shall be effective June 10, 2025 through August 31, 2026.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached participation agreement with Walnut Township.

Prepared by: Joshua Hillberry  
cc: Regional Planning

**CDBG PARTICIPATION AGREEMENT  
COUNTY OF FAIRFIELD  
PY 2024 CDBG ALLOCATION PROGRAM**

This agreement made as of May 21, 2025, by and between the Board of Commissioners of Fairfield County, Ohio, hereinafter designated as "County" and Walnut Township, hereinafter designated as "the Township", which for and in consideration of their mutual promises made herein agree as follows:

**I. COUNTY PAYMENTS TOWARD CDBG PROJECTS**

The Board of County Commissioners of Fairfield County, Ohio shall make payments up to \$ 94,700.00 towards the cost of construction for the following Projects, as selected by Walnut Township for PY 2024 CDBG Allocation Program funding, or as such budget is revised with the approval of the Ohio Department of Development:

**ACTIVITY DESCRIPTION:**

**1. Walnut Township – Fairfield Beach Park Improvements**

Installation of 1 playground equipment

The source of such County payments shall include and only include a PY 2024 grant to the County from the Ohio Development Services Agency through the Community Development Block Grant (CDBG) Allocation program, Grant Number B-F-24-1AV-1 and County payments are therefore conditions upon actually receiving such CDBG Allocation funds.

The disbursement and expenditure of County CDBG Allocation program funds shall be made only in compliance with the requirements of the County's GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2026 unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved "Project Costs and Use of Funds" to costs directly associated with the GRANT AGREEMENT.

**II. COUNTY COOPERATION**

The County Commissioners pledges its cooperation, support, and assistance to administer and disburse the CDBG Allocation program, funds in such a manner as to expedite and complete the Project in the best interests of the as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

**III. OTHER COUNTY RESPONSIBILITIES**

The County Commissioners shall assume the responsibilities for the administration of the CDBG Allocation program not otherwise set forth as being assumed by Walnut

Township in this Participation Agreement, it being further understood that even those responsibilities being assumed by Walnut Township insofar as the State of Ohio is concerned are first and foremost the responsibility of the County.

#### IV. COUNTY'S CLAIMS ON OWNERSHIP OF PROJECT IMPROVEMENTS

The County Commissioners will not have any claims on the ownership or use of any of the public improvements constructed or installed through the expenditure of County CDBG Allocation program funds except as otherwise set forth in this Participation Agreement. Likewise, the County will be free of any and all liabilities with regard to the public improvements except as regards its responsibilities to the State of Ohio for the proper administration of the CDBG funds.

#### V. WALNUT TOWNSHIP RESPONSIBILITIES

Walnut Township shall designate a Project Representative who will be responsible for coordinating with the County on Project activities and shall give the Project Representative the authority to work with the Project Engineer. Such activities may include delineating the Project location, locating of utilities, which may be affected by the Project, and other items requested by the Engineer which will enable the Contractor to properly construct the Project. In addition, the Walnut Township shall give the Project Representative the authority to approve the Project plans and specifications, any necessary Project change orders and all contractor payments on behalf of the Village of Walnut Township. All such approval will be given along with those of the County and the Engineer. They (through the direction of the County) will be responsible for securing any required easements, waivers, appraisals, etc. in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Project Representatives shall attend the Pre-Construction Conference and assist with local needs (i.e. provisions of a place to store materials near the site, site inspections in addition to those conducted by the Engineer, etc.). Walnut Township shall incur the costs for design and construction inspection of the Project.

#### VI. BIDDING

The County shall be primarily responsible for bidding, contracting and construction management for all work elements outlined in the Grant Agreement with the Ohio Department of Development and for compliance with state and federal bidding and contracting regulations.

#### VII. OWNERSHIP AND USE OF PROJECT IMPROVEMENTS

Upon commencement of a substantial portion of the Project public improvements, the Walnut Township shall have and assume all ownership of such improvements, materials, etc. which are associated with the Project not otherwise remaining under ownership of a contractor or vendor and Walnut Township shall have and assume all such ownership and liability upon completion of the Project. Walnut Township agrees to retain ownership of and to operate and provide reasonable maintenance of the Project improvements for the

purposes they were intended for a period of ten (10) years or more following completion of Project activities funded in whole or in part with CDBG Allocation program funds.

Walnut Township agrees to prohibit discrimination in the use of or benefits from the Project improvements on the basis of race, color, national origin, sex, age, or handicap in accord with State and Federal laws and regulations. Walnut Township further agrees to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

During such ten (10) year period if for any reason Walnut Township is no longer able to maintain or operate Walnut Township owned Project improvements for the purposes they were intended or in compliance with the terms of this Participation Agreement, Walnut Township shall inform the County in writing of such actions or circumstances and shall fully cooperate with the County to make the most appropriate changes to comply as nearly as possible with the CDBG program intent and regulations.

#### VIII. ADDITIONAL FINANCING

Walnut Township shall obtain and provide all additional financing needed to complete all Project public improvements. **In the event Walnut Township becomes aware of any problems in providing and/or obtaining all additional financing needed, the Village of Walnut Township shall immediately inform the County in writing and shall fully cooperate with the County in writing. The County will not approve any change orders above the amount of funds budgeted for this activity without prior Walnut Township approval.**

#### IX. CONFLICT OF INTEREST

No member, official or employee of Walnut Township shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG Allocation funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly, interested.

#### X. ACCESS TO RECORDS

The County, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Walnut Township which are directly pertinent to the CDBG Allocation and program and the use of its funds or any other funds on this Project, for the purpose of the making audit, examination, excerpts and transcriptions.

#### XI. TERMINATION OF AGREEMENT

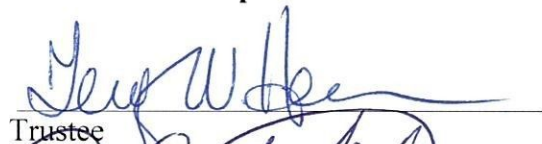
This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to fulfill its responsibilities under the terms of this Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, the Village of Walnut Township shall not enter into any new or additional obligation of the CDBG Allocation funds or any contracts which are in any other way dependent on the expenditure of the CDBG Allocation funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG Allocation funds to fulfill Walnut Township obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice of and approval of the Ohio Department of Development.

**XII. AMENDMENT TO AGREEMENT**

This Participation Agreement may be amended by the parties upon their mutual written agreement.

**IN WITNESS WHEREOF, the County and the Village of Walnut Township have entered into this Agreement by their duly authorized officials as of the date and year first above written.**

**Walnut Township**

  
Trustee

  
Trustee

  
Trustee

  
Fiscal Officer

**BOARD OF COMMISSIONERS  
FAIRFIELD COUNTY**

\_\_\_\_\_, President

\_\_\_\_\_, Member

\_\_\_\_\_, Member

**Approved as to form only:**

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

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): CDBG Participation Agreement
- 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 \$77,250.00 (as applicable)
  4. ☐ Purchase Order is included with Agreement
  5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 6 \_\_\_\_\_ day of June \_\_\_\_\_, 2025.

*Joshua T. Hillberry*

Joshua Hillberry, Regional Planner, Fairfield County RPC

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 authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and Walnut Township.

(Fairfield County Regional Planning Commission)

Approved as to form on 6/6/2025 1:13:57 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2025-06.10.ff

A resolution authorizing the approval of a CDBG Participation agreement by Fairfield County Board of Commissioners and Walnut Township.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution to authorize the establishment of a new fiduciary fund for the Sheriff's Office.**

**WHEREAS,** it is operationally efficient to create a new fiduciary fund; and

**WHEREAS,** the new fiduciary fund called Sheriff Recovery (Escrow) Fund is being established to maintain money collected as evidence by the Sheriff's Office; and

**WHEREAS,** revenues of the fund will be from money collected as evidence during the commission of a crime and expenditures will be for monies released back to the owners; and

**WHEREAS,** permission to create a new fund is found under ORC 5705.12

**NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:**

**Section 1.** That a new fund called Sheriff Recovery (Escrow) be established with the following revenue and expenditure accounts:

Receipts:

Sheriff Recovery (Escrow) Receipts - 438000 – Other Receipts

Expenditures:

Sheriff Recovery (Escrow) Expenses - 7xxxxxx – Other Expense

Prepared by: Elisa Dowdy

Resolution No. 2025-06.10.gg

A resolution to authorize the establishment of a new fiduciary fund for the Sheriff's Office.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –1001, General Fund**

**WHEREAS,** appropriations are needed to cover expenses for 2025; and

**WHEREAS,** an account-to-account transfer will allow proper classification of major expenditure object categories.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners approves the transfer of appropriations into a major expenditure object category in the amount of \$7,300.00 as follows:

From:	23100101	Contract Services
To:	23100101	Capital Outlay

Prepared by: Mendi Rarey  
cc: Sheriff

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

Total Transfer of Appropriations \$7,300.00

From: 23100101, 530000, Contract Services; \$7,300.00

To: 23100101, 574000, Equipment, Software & Fixtures; \$7,300.00

Resolution No. 2025-06.10.hh

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure  
Object Category –1001, General Fund

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Sheriff; 2027, Weights.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2027, Weights; and

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

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners approves appropriating from unappropriated into the following major expenditure object category:

\$270.00; 23202700, Materials & Supplies

Prepared by: Mendi Rarey  
cc: Sheriff

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

\$270.00

23202700; 561060; CLOTHING

Resolution No. 2025-06.10.ii

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County Sheriff; 2027, Weights.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.**

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date June 12, 2025.

---

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

---

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200 - COMMISSIONERS ADMIN									
FUND: 1001 - GENERAL FUND									
5429183	6/12/2025	3720	LANC FF CO CHAMBER OF COMMERCE	51244	5/20/2025	391	C0610	2025 CHAMBER BANQUET - FIX/LEVACY/PORTER	195.00
5429184	6/12/2025	3720	LANC FF CO CHAMBER OF COMMERCE	51243	5/20/2025	391	C0610	2025 CHAMBER BANQUET - CORDLE	65.00
1590870	6/12/2025	80132	AUNDREA N CORDLE	5/13-5/15/25	5/13/2025	342	C0610	COMMISSION MEETING, WF GRADUATION, PICKERINGTON	79.24
1590870	6/12/2025	80132	AUNDREA N CORDLE	6/1/25	6/1/2025	340	C0610	CANVA SUBSCRIPTION	120.00
1590870	6/12/2025	80132	AUNDREA N CORDLE	5/20/25	5/20/2025	412	C0610	LUNCH FOR VETERANS HALL OF FAME MTG	32.78
FUND: 2876 - FISCAL RECOVERY (ARP)									
5429189	6/12/2025	12360	FAIRFIELD CO ADAMH	4/16/25	4/16/2025	23007582	C0610	ADAMH//LLS housing project	415,585.22
TOTAL: COMMISSIONERS ADMIN									416,077.24

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201 - COMM-ECONOMIC DEV									
FUND: 1001 - GENERAL FUND									
5429182	6/12/2025	3078	LANCASTER FESTIVAL INC	2020-167	5/1/2025	25004717	C0610	COMMUNITY SUPPORT	10,300.00
FUND: 7831 - WRKFCE INN OPP ACT 20/21									
5429185	6/12/2025	6396	FAIRFIELD CO JFS	WIOA RESEA 5.23.25	5/23/2025	699	C0610	WIOA RESEA 5.23.25	163,346.71
5429186	6/12/2025	6396	FAIRFIELD CO JFS	WIOA ADULT 5.23.25	5/23/2025	696	C0610	WIOA ADULT 5.23.25	17,924.82
5429187	6/12/2025	6396	FAIRFIELD CO JFS	WIOA DW 5.23.25	5/23/2025	698	C0610	WIOA DW 5.23.25	1,832.54
TOTAL: COMM-ECONOMIC DEV									193,404.07

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT

Department									
Check #	Check Date	Vend #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270 - COMM-MAINTENANCE									
FUND: 3435 - PERMANENT IMPROVEMENT FUND									
5429188	6/12/2025	8009	MCDANIEL'S CONSTRUCTION INC	2024.517.02	5/16/2025	24007954	C0610	Sheriff's Office - Security Fencing	188,447.89
5429190	6/12/2025	18543	ELITAIRES LLC	AR0013386	5/7/2025	570	C0610	239 W MAIN ROOFTOP UNIT	370,000.00
5429190	6/12/2025	18543	ELITAIRES LLC	AR0013452	5/9/2025	570	C0610	239 W MAIN ROOFTOP UNIT	185,000.00
TOTAL: COMM-MAINTENANCE									743,447.89
Summary Total for this report:									1,352,929.20

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$416,077.24
1201 - COMM-ECONOMIC DEV	\$193,404.07
1270 - COMM-MAINTENANCE	\$743,447.89
Summary Total For This Report:	\$1,352,929.20

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Resolution No. 2025-06.10.jj

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

# Fairfield County Community Housing Impact and Preservation (CHIP) Program

June 10, 2025

2025 CHIP Program Year Application Public Hearing #2



# CHIP Funding

Ohio Department of Development, Office of Community Development

- Fairfield County, maximum request: \$400,000
- Highly competitive application
  - Approximately \$20 million expected to be allocated.
  - 184 Counties are eligible to apply for this round of funding.
- Multi-year grant period – December 2025 – April 2028
- Applications due on June 25, 2025

# CHIP Program Funding Sources

- CDBG – Federal Community Development Block Grant
- HOME – Federal Housing and Urban Development
- Ohio Housing Trust Fund – State
- The Ohio Department of Development specifies the funding source for each activity in the grant agreement. Federal regulations limit the use of HOME funds to the Home Ownership and Private Owner Rehab, and Tenant Based Rental Assistance activities.

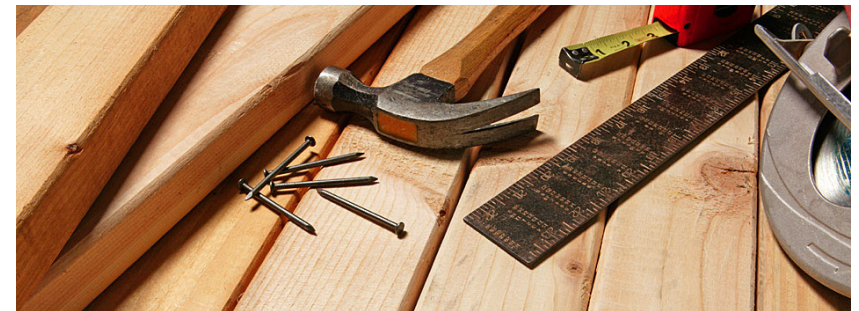
# Eligible CHIP Project Categories/Activities

## Primary Housing Activities

- Rehabilitation Assistance (HOME/CDBG)
  - Owner Rehab
  - Rental Rehab
- Repair Assistance (CDBG/OHTF)
  - Owner Home Repair
  - Rental Home Repair
- Homeownership Assistance (HOME)
  - Down Payment Assistance
- Tenant-Based Rental Assistance (HOME)

## Supportive Activities

- Fair Housing
- Administration



# Citizen Participation

- Released a Housing Survey on May 23, 2025 inviting the public and our Housing Partners to provide input for the 2025 CHIP Application
- Posted Survey on Facebook
- Held first Public Hearing on May 27, 2025
- Holding second Public Hearing on June 10, 2025
- Will present the 2025 CHIP application activities being applied for to the Fairfield County Housing Coalition on June 12, 2025

# **CHIP Survey Results**

## **Ranking of CHIP Eligible Activities**

- Number 1 Ranked Need: Home Owner Repairs
- Number 2 Ranked Need: Home Owner Rehab
- Number 3 Ranked Need: Down Payment Assistance
- Number 4 Ranked Need: Rental Rehab or Repairs
- Number 5 Ranked Need: No Need for Rehab/Repairs or DPA

# **CHIP Survey Results**

## **Ranking of CHIP Repair/Rehab Measures**

- Number 1 Ranked Need: Roof Repairs or Replacements
- Number 2 Ranked Need: Structural/Foundational Improvements
- Number 3 Ranked Need: Electrical Upgrades
- Number 4 Ranked Need: Plumbing Repairs
- Number 5 Ranked Need: Furnace Repair or Replacement
- Number 6 Ranked Need: Hot Water Tank Replacement
- Number 7 Ranked Need: On-Site Septic Upgrades

# Fairfield County Housing Statistics

Source: US Census ACS 2025

- Fairfield County Population – 165,360
- Housing Units – 64,767 (62,834 occupied units)
- Owner Occupied Housing Units – 46,876 (74%)
- Median Value of Owner Occupied House - \$314,800
- Rental Units – 15,958 (25%)
- Median Gross Rent - \$1,114

# 2025 CHIP Program Activities

## (Proposed)

- Home Owner Rehab - **\$264,400** – 4 Units
  - \$66,100 Average Cost per Unit (\$75,000 Cap)
- Home Owner Repair - **\$93,600** – 6 Units
  - \$15,600 Average Cost per Unit (\$22,000 Cap)
- Admin and Fair Housing - **\$42,000**
- **Total - \$400,000**

# Home Owner Rehab

- Eligible activities: electrical, plumbing and heating systems, exterior and interior structural components such as roof, walls, floors and foundations. Room additions to alleviate over crowding. Replacing an owner occupied unit with manufactured or site-built unit. Must be at 80% AMI.
- For Home Owner Rehabilitation, the County provides a no-interest forgivable loan (for 100% of the Rehab Cost) over five years for the cost of the rehabilitation. 20% of the loan is forgiven every year for five years, as long as the owner remains in the home.

# Home Owner Repair

- Structural repairs; patching or repairing roofs, windows and doors
- Mechanical Repairs; electrical, plumbing and heating systems
- Hot Water Tank Replacement
- Plumbing system tap-ins: connecting to public water or sewer
- Wells and Septic; repair or replacing failed systems
- Weatherization; energy efficiency measures like insulation
- Accessibility; ramps and grab bars, kitchen and bath remodeling
- Lead Based Paint; eliminate LBP in homes with children under 6

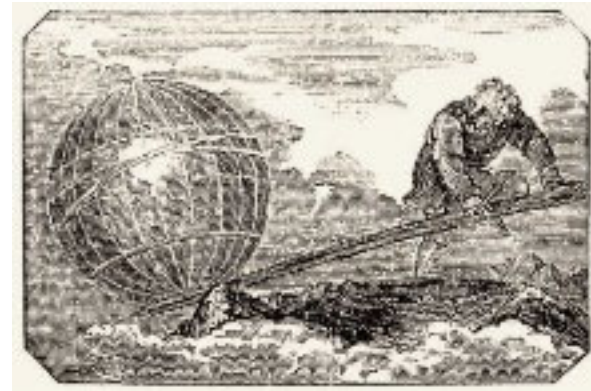
# CHIP Income Guidelines

(2025 HUD Income Limits)

Household Size	80% of Area Median Gross Annual Income
1 person	\$61,050
2 people	\$69,800
3 people	\$78,500
4 people	\$87,200
5 people	\$94,200

# Leverage Resources for CHIP Activities

- Home Weatherization Assistance Program
- Columbia Gas Warm Choice
- Housing Assistance Grant
- Area Agency on Aging
- USDA Rural Development, Housing Preservation Grant
- Older Adult Home Modification Program
- Fairfield County Health Dept.



Thank you for your participation

# Questions?

Lancaster-Fairfield Community Action Agency

Melanie Swonger

Housing Coordinator

[MSwonger@faircaa.org](mailto:MSwonger@faircaa.org)

(740) 653-4146



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