

**Regular Meeting #38 - 2025**  
**Fairfield County Commissioners' Office**  
**September 30, 2025**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; HR Deputy Director, Abby Watson; JFS Director, Corey Clark; EMA Deputy Director, Garrett Blevins; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Deputy Utilities Director, Josh Anders; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Dustin Beavers; and Interim RPC Director, Holly Mattei. Also in attendance: Ray Stemen, Missy Hoover-Connor, and Sherry Pymer.

Virtual attendees: Lori Lovas, Shelby Hunt, Jessica Murphy, Lori Hawk, Stacy Hicks, Alisha Hoffman, Jerry Starner, Jennifer Morgan, Lynette Barnhart, Michael Kaper, Aubrey Ward, Greg Forquer, Baylie Blevins, Justin Messinger, BGM, Jeff Barron, Andy Robberts, Andy Boystel, Lisa, Tony Vogel, Brian Wolfe, and Ed.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance and stated that Commissioner Davis was at the MORPC Summit on Sustainability to receive an award for the work he has done on transportation.

**Public Comments**

Ray Stemen of Lancaster offered his appreciation for the leadership in the county and offered a prayer.

**Legal Update**

There was no legal update.

**County Administration Update**

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

**Week in Review**

*2025 OHJMS Jail Inspection*

Congratulations to the Sheriff's Office on achieving compliance with 100% of the Essential and 100% of the Important Standards Inspected for the 2025 Full-Service Jail. A huge thank you to the Sheriff and his staff for their hard work and efforts achieving this level of compliance and for also receiving 100% on their Federal Inspection.

*Fairfield County's 2025 State of the County Address*

The 2025 State of the County Address is today at the Sheridan Center. Registration will start at 11:00 a.m. The event is sold out but is a public meeting for anyone who is planning to attend.

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*The Hunger Games of Generosity*

Fairfield DD and JFS have been facing off in a food drive competition for 211's Hunger Action Month. DD is in the lead with 1393 donated items. "The Hunger Games of Generosity" will run through the remainder of September. You can donate items at JFS, DD, or even here in the Administrative Courthouse on the first floor. Every donation makes a difference for families right here in Fairfield County!

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 17 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- Economic and Workforce Development has a resolution to approve the State Infrastructure Bank loan term sheet from ODOT for the Basil-Western Road Realignment Project. Fairfield County applied for the 20 year term loan, with a 3% interest rate, in the amount of \$4,008,000.
- The Engineer's Office has a resolution authorizing Jeremiah Upp to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program for bridge replacement projects.
- Regional Planning has a resolution to approve a replat of the DHL subdivision.
- And Utilities has a resolution to approve assessing 2025 water and sewer delinquencies.

**Budget Review**

There was no Budget Review.

**Calendar Review/Invitations Received**

- *The Calendar Review, Invitations Received, and Correspondence, were provided by the Clerk to the Board of Commissioners, Rochelle Menningen, unless otherwise indicated.*
- MCU Governing Board Meeting, Fairfield County EMA, 240 Baldwin Dr., Lancaster, October 1, 2025, 11:00 a.m.
- 2025 Economist Event Hosted by Park National Bank, The Mill Event Center, 431 S. Columbus St., Lancaster, October 2, 2025, 7:30 a.m.
- CCAO Post Budget Briefing, Delaware County Byxbe Meeting Room, 1610 State Route 521, Delaware, October 3, 2025, 9:30 a.m.

**Correspondence**

- Ohio Department of Rehabilitation and Correction, September 26, 2025, Re: 2025 Annual Jail Inspection

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- City of Lancaster Board of Zoning Appeals, Notice of BZA Case #772, Sign Variance for 1141 E. Main St., Case to be Heard October 14, 2025, 2:00 p.m., Lancaster City Hall, Second Floor, 1897 Room, 104 E. Main St., Lancaster
- Correspondence from 4-H Participants Re: Fairfield County Livestock Auction, October 10, 2025, 10:00 a.m.

**Updates from Elected Officials and Department Heads**

Chad Lucht stated that the Soil and Water Conservation District is hosting an event for FFA.

Holly Mattei stated that they have entered into a Memorandum of Understanding with the Village of Millersport to help the village administer zoning regulations.

Auditor Brown stated that the regional council has approved recommendations for property tax relief. Last week, she travelled to Seneca County to give a presentation. The Auditor's Weights and Measurers team have completed all the testing of the weights and scales at the Fairfield County Fair.

Vince Carpico stated that there would be a resolution on the agenda for the next meeting regarding the Millersport Data Center.

Garrett Blevins stated that the Small Business Administration will be packing up their mobile office located at the Emergency Management building and encouraged people to utilize their services before they leave.

Dan Neeley stated that County IT has made investments in cybersecurity in recent years and they are seeing the benefits.

Corey Clark thanked everyone who attended the JFS 25<sup>th</sup> Anniversary event last week.

**Old Business**

Commissioners Fix and Levacy enjoyed attending the JFS 25<sup>th</sup> Anniversary event and meeting former JFS employees.

**New Business**

None.

**Regular (Voting) Meeting**

The Commissioners continued to the Regular/Voting portion of the meeting, and the following Commissioners were present: Jeff Fix and David Levacy. Also present: County Administrator, Aundrea Cordle; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; HR Deputy Director, Abby Watson; JFS Director, Corey Clark; EMA Deputy Director, Garrett Blevins; Economic Development Specialist, Vince Carpico; Assistant Prosecuting Attorney, Austin Lines; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Treasurer, Jim Bahnsen; FCFC Manager, Tiffany Wilson; JFS Deputy Director, Heather O'Keefe; Deputy Utilities Director, Josh Anders; Urban Technician, Chad Lucht; Sheriff's Deputies, Kevin Romine and Dustin Beavers; and Interim RPC Director, Holly Mattei. Also in attendance: Ray Stemen, Missy Hoover-Connor, and Sherry Pymer.

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Virtual attendees: Lori Lovas, Shelby Hunt, Jessica Murphy, Lori Hawk, Stacy Hicks, Alisha Hoffman, Jerry Starner, Jennifer Morgan, Michael Kaper, Aubrey Ward, Greg Forquer, Baylie Blevins, Justin Messinger, Andy Robberts, Lisa, Tony Vogel, Brian Wolfe, and Ed.

**Pledge of Allegiance**

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

**Announcements**

None.

**Approval of Minutes for September 23, 2025**

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 23, 2025, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

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

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

- |              |  |
|--------------|--|
| 2025-09.30.a | A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.   |
| 2025-09.30.b | 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. |

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

**Approval of a Resolution from the Fairfield County Auditor - Payroll**

On the motion of David Levacy and the second of Jeff Fix, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

- |              |  |
|--------------|--|
| 2025-09.30.c | A resolution authorizing a memo expense memo receipt for the General Fund 2% administrative fee for managing the county self-insurance program, Fund #5376 to General #1001 - Fairfield County Auditor |
|--------------|--|

Roll call vote of the motion resulted as follows:

Voting aye thereon: David Levacy and Jeff Fix

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

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

- |              |  |
|--------------|--|
| 2025-09.30.d | A resolution to appropriate from unappropriated in a major expenditure object categories for Dog Shelter; #2002. |
|--------------|--|



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Fairfield County Commissioners' Office  
September 30, 2025**

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

**Approval of a Resolution from Fairfield County Economic & Workforce Development**

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

2025-09.30.e      A Resolution to Approve the SIB Loan term sheet from the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment Project

Aundrea Cordle thanked Anthony Iachini and Engineer Upp for their work on the Basil-Western Road Realignment project and its financing.

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

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

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

2025-09.30.f      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for other

2025-09.30.g      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services

2025-09.30.h      A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts as required.

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

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

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

2025-09.30.i      A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

2025-09.30.j      A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services

2025-09.30.k      A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.

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2025-09.30.l      A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home.

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

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

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

2025-09.30.m      A resolution to approve the Dedication Replat of the DHL Subdivision

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

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

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

2025-09.30.n      A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

2025-09.30.o      A resolution approving the submission of the Fiscal Year 2026 CFLP Litter Law Enforcement Grant Application to CFLP

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

**Approval of a Resolution from Fairfield County Utilities**

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

2025-09.30.p      A Resolution to Assess 2025 Water and Sewer Delinquencies

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

**Approval of the Payment of Bills**

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

2025-09.30.q 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 Jeff Fix



REGULAR AGENDA #38 - 2025  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
SEPTEMBER 30, 2025

AGENDA FOR TUESDAY, SEPTEMBER 30, 2025

- 9:00 AM                      Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for September 23, 2025
- Commissioners
- 2025-09.30.a              A resolution approving an account to account transfer in a major object  
expense category for the Safety & Security Budget, General Fund# 1001.  
[Commissioners]
- 2025-09.30.b              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.                      [Commissioners]
- Fairfield County Auditor- Payroll
- 2025-09.30.c              A resolution authorizing a memo expense memo receipt for the General  
Fund 2% administrative fee for managing the county self-insurance program,  
Fund #5376 to General #1001 - Fairfield County Auditor [Auditor- Payroll]
- Fairfield County Dog Shelter
- 2025-09.30.d              A resolution to appropriate from unappropriated in a major expenditure  
object categories for Dog Shelter; #2002. [Dog Shelter]
- Fairfield County Economic and Workforce Development
- 2025-09.30.e              A Resolution to Approve the SIB Loan term sheet from the Ohio  
Department of Transportation, State Infrastructure Bank for the Basil Western Road  
Realignment Project [Economic & Workforce Development]
- Fairfield County Engineer
- 2025-09.30.f              A resolution to appropriate from unappropriated in a major expenditure  
object category County Engineer 2024-Motor Vehicle for other [Engineer]
- 2025-09.30.g              A resolution to appropriate from unappropriated in a major expenditure  
object category County Engineer 2024-Motor Vehicle for contractual services  
[Engineer]

- 2025-09.30.h A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts as required. [Engineer]  
  
Fairfield County Job and Family Services
- 2025-09.30.i A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services [JFS]
- 2025-09.30.j A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services [JFS]
- 2025-09.30.k A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation. [JFS]
- 2025-09.30.l A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home. [JFS]  
  
Fairfield County Regional Planning Commission
- 2025-09.30.m A resolution to approve the Dedication Replat of the DHL Subdivision [Regional Planning Commission]  
  
Fairfield County Sheriff
- 2025-09.30.n A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary [Sheriff]
- 2025-09.30.o A resolution approving the submission of the Fiscal Year 2026 CFLP Litter Law Enforcement Grant Application to CFLP [Sheriff]  
  
Fairfield County Utilities Department
- 2025-09.30.p A Resolution to Assess 2025 Water and Sewer Delinquencies [Utilities]  
  
Payment of Bills
- 2025-09.30.q 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 Tuesday, October 7, 2025, 9:00 a.m.  
  
Adjourn
- 11:00 AM State of the County, Sheridan Center, 1550 Sheridan Dr., Lancaster

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**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Fix called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis and David Levacy. Also present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk, Rochelle Menningen; Information and Communications Coordinator, Bennett Niceswanger; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Assistant Prosecuting Attorney, Austin Lines; Recorder, Lisa McKenzie; Budget Officer, Staci Knisley; Auditor, Dr. Carri Brown; Sheriff's Deputies, Kevin Romine and Tarek Gasser; JFS Director, Corey Clark, Workforce Development Specialist, Baylie Fields; Planner, Josh Hillberry; Deputy Utilities Director, Josh Anders; FCFC Manager, Tiffany Wilson; Engineer, Jeremiah Upp; Deputy Director of Child Support Enforcement, Patrick Welsh; Deputy Director of Community Services, Krista Humphries; Deputy Director of Protective Services, Sarah Fortner; JFS Finance Supervisor, Brandi Downhour; and Operations Manager of Ohio Means Jobs, Jodi Smith. Also in attendance: Don McDaniel, Matthew Saunders, Michael Michaels, Sherry Pymer, Ray Stemen, Jo Price, Angela Krile, Chris Snider, Jeremy Primmer, and Carrie Woody.

Virtual attendees: Beth Cottrell, Shelby Hunt, Lori Hawk, Alisha Hoffman, Michael Kaper, Jeff Barron, Stacy Hicks, David Uhl, Abby King, Josh Horacek, Shannon Ward, Justin M, Andy Robberts, Alex Lape, Sam, Amberly Hannum, Jennifer Morgan, Lisa Rector, Vince Carpico, Lori Lovas, Anthony Iachini, Lynette Barnhart, Greg Forquer, Jerry Starner, Tony Vogel, Deborah, Toni Ashton, Jessica Murphy, Ashley Arter, Britney Lee, and Mesina Clark.

**Welcome**

Commissioner Fix opened the meeting by welcoming everyone in attendance. He spoke about the State of Ohio Veterans Hall of Fame and new 2025 inductees Lance Meyer and Don McDaniel. He added that he had the opportunity to fly on a C135 refueling mission and the opportunity was one of his greatest lifetime experiences.

**Listen & Learn, Job and Family Services (JFS)**

Corey Clark thanked the Commissioners for the opportunity to present and spoke about the newly released JFS Annual Report to the Community. The report contains success stories and relevant statistics and will be sent out to the community. He also spoke about the Carr family, former Ohio foster parents of the year, who raise chickens with their foster children. The proceeds from the chickens go into savings accounts for the children.

Patrick Welsh spoke about the new texting initiative that he has started at JFS. There are only a few other child support agencies in the state using text outreach for customers. Text messaging with customers is less intrusive, more convenient, and seem to meets customer needs.

Commissioner Davis asked about retention of the texts.

Patrick Welsh replied that test messages live in the Avaya Cloud program and are saved. Case managers are now reaching out to their customers in their normal ways but also by text. Text messages are used for payment reminders and hearing date reminders. There is a marketing campaign around the text program and customers are responding very positively.

Commissioner Fix thanked Patrick for his presentation and thanked the JFS team for all they do for the community.

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Commissioner Levacy stated the new program is so simple, yet meaningful for JFS customers.

**Diamond Power Update**

Baylie Fields introduced Matt Saunders and Michael Michaels with Diamond Power. Matt shared that Diamond Power had been purchased by Andritz, but there are no plans to change the business and are looking forward to the opportunities the new partnership will bring.

Michael Michaels stated that Fairfield County is the world headquarter for Diamond Power, which was started in the 90's and currently has 155 employees in Fairfield County, 200 total in the U.S., and 450 worldwide.

Commissioner Davis stated his excitement over the news that Diamond Power is staying in the community.

Commissioner Fix stated that the county is working on workforce barriers such as housing, transportation, and childcare.

Commissioner Levacy asked if the company is affected by tariffs.

Michael Michaels stated that tariffs have not remained consistent for a long enough period to gauge their affect.

**Small Business Administration Disaster Relief Update**

Debbie Jacquela with the Small Business Association thanked the Emergency Management Agency for serving as a base of operations during their time in Fairfield County. Debbie provided a summary of the disaster relief loans that their organization is offering to property owners, businesses and organizations impacted by the flooding which occurred earlier in the summer.

The Commissioners thanked Debbie and her organization for supporting the community.

**Public Comments**

Ray Stemen of Lancaster stated he appreciated hearing about opportunities available in the community, especially for those with specific needs. He offered a prayer for leadership.

Jeremy Primmer stated he owns a business on Sugar Grove Road and spoke about an earlier incident involving his business.

**Legal Update**

There was no legal update.

**County Administration Update**

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

**Regular Meeting #37 - 2025**  
**Fairfield County Commissioners' Office**  
**September 23, 2025**

**Week in Review**

*Fairfield County's 2025 State of the County Address*

Fairfield County and the Lancaster Fairfield Chamber of Commerce will be hosting the 2025 State of the County Address next Tuesday, September 30th. This year's theme will be Our County, Our Future, Building Today, Inspiring Tomorrow and we will be holding the event at our newly renovated Sheridan Center. The event is sold out but is a public meeting for anyone who is planning to attend.

*The Hunger Games of Generosity*

Fairfield DD and JFS have been facing off in a food drive competition for 211's Hunger Action Month. As of September 16th, JFS was in the lead with 231 to DD's 186 donated items. "The Hunger Games of Generosity" will run through the remainder of September. You can donate items at JFS, DD, or even here in the Administrative Courthouse on the first floor. Every donation makes a difference for families right here in Fairfield County!

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 13 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- The first resolution on the agenda is to add a Commission meeting on October 7<sup>th</sup> at 8:00 a.m. to hold a Budget Hearing.
- There is a resolution for the approval of a Type II Expedited Annexation of 4.478 acres from Rushcreek Township to the Village of Bremen. The agent for the petitioner is Tom Hart of Painter & Associates, LLC.
- There is a resolution to approve the transfer of \$2M from the General Fund to the Capital Improvement Fund.
- And there is a resolution to approve the application for a funding allocation to acquire 2026 Agricultural Easements through the Clean Ohio Local Agricultural Easement Purchase Program. This program supports the protection of prime agricultural soils and other natural resources in accordance with the 2024 Comprehensive Plan and the 2022 Fairfield Growing Agricultural Economic Development Plan.

**Calendar Review/Invitations Received**

*Informational Items*

- Fairfield County Unified Dispatch Ribbon Cutting Ceremony, September 23, 2025, 1:00 p.m., Fairfield Center, 12941 Stonecreek Dr., Pickerington
- South Licking Watershed Conservation District Meeting, September 23, 2025, 3:00 p.m., Licking County Ag Center, 771 E. Main St., Newark
- Job and Family Services' 25th Anniversary Celebration, September 25, 2025, 3:30 p.m., Government Services Building, 239 W. Main St., Lancaster



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- City of Lancaster's North Water Treatment Plant Dedication, October 1, 2025, 1:00 p.m., Miller Park, 420 W. Sixth Ave., Lancaster
- Making Numbers Count Presentation, October 29, 2025, 8:00 a.m. – 4:00 p.m., Fairfield County Board of Developmental Disabilities Pickerington Regional Office, 7140 Reynoldsburg-Baltimore Rd., Pickerington
- Senior Hub Halloween Party, October 31, 2025, 10:00 a.m. – 12:30 p.m., Meals on Wheels, 1515 Cedar Hill Rd., Lancaster

**Correspondence**

- Newsletter, Geronimo Power, September 2025

**Updates from Elected Officials and Department Heads**

Recorder McKenzie thanked county IT for their quick response in resolving technology issues in her office.

Engineer Upp spoke on two remaining culverts that will be replaced due to being washed out by the floods.

Auditor Brown stated that she had reviewed the Governors Review Committee draft recommendations. She also reported that the Auditor's Weights and Measures inspectors have concluded the inspections of all the weights at the Fairfield County Fair.

Baylie Fields reported that the results of the housing study had been received and noted that most homes in the county were built prior to 1990, furthering the need for new housing.

Commissioner Fix stated that he had the opportunity to review some of the results from the housing study and was particularly surprised by the number of homeowners that were over 60 years of age and were considered lower income.

Jon Kochis stated that facilities will soon close two bids.

Dan Neeley spoke about the annual cybersecurity training sessions which were emailed to employees and stressed the importance of employees receiving a refresher on good cybersecurity practices.

Corey Clark reported that the visit with ODJFS Director Damschroder was a success, and he was grateful for the opportunity to show how his staff perform their jobs.

Jeff Porter stated that HR will soon announce the rates for employee insurance and will host a benefits fair at the Records Center on October 9<sup>th</sup> so that employees can visit with each of the providers. He also stated that there will be a new wellness benefit available to employees starting in 2026.

**Old Business**

Commissioner Davis addressed the increased security measures at the courthouse and encouraged everyone to practice political discourse in a peaceful manner.

**Regular Meeting #37 - 2025**  
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**September 23, 2025**

**New Business**

Commissioner Levacy spoke about the Fairfield County Veterans Hall of Fame ceremony and congratulated Lance Meyer and Don McDaniel on their upcoming induction into the Ohio Veterans Hall of Fame.

**Regular (Voting) Meeting**

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Virtual attendees: Beth Cottrell, Shelby Hunt, Lori Hawk, Alisha Hoffman, Michael Kaper, Jeff Barron, Stacy Hicks, David Uhl, Abby King, Josh Horacek, Shannon Ward, Justin M, Andy Robberts, Alex Lape, Sam, Amberly Hannum, Jennifer Morgan, Lisa Rector, Vince Carpico, Lori Lovas, Anthony Iachini, Lynette Barnhart, Greg Forquer, Jerry Starner, Tony Vogel, Deborah, Toni Ashton, Jessica Murphy, Ashley Arter, Britney Lee, and Mesina Clark.

**Pledge of Allegiance**

Commissioner Fix asked everyone to rise as able and lead the Pledge of Allegiance.

**Announcements**

None.

**Approval of Minutes for September 16, 2025**

On the motion of David Levacy and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 16, 2025, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

**Regular Meeting #37 - 2025  
Fairfield County Commissioners' Office  
September 23, 2025**

- 2025-09.23.a      A Resolution Amending Resolutions 2024-12.03.a, 2025-04.22.a, 2025-06.24.a, 2025-07.29.a, and 2025-08.05.a, 2025-08.19.a, Establishing the Fairfield County Board of Commissioners' 2025 Review Session and Regular Meeting Dates, and Special Meeting Dates
- 2025-09.23.b      A Resolution to Approve the Expedited Type II Annexation of 4.478 +/- Acres from Rushcreek Township to the Village of Bremen, Pursuant to Ohio Revised Code (R.C.) 709.023, Agent for petitioner Tom Hart
- 2025-09.23.c      A resolution authorizing to Appropriate from Unappropriated into a major expenditure category to the General Fund# 1001 and a fund to fund transfer from General Fund# 1001 to the Capital Improvement Fund# 3435.

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 Engineer**

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 Engineer:

- 2025-09.23.d      A resolution to request for appropriations for additional unanticipated receipts of memo receipts and memo expenses for fund 2050 for annual inspections, repairs, and maintenance in various subdivisions as of 09/10/2025.

Roll call vote of the motion resulted as follows:

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

**Approval of 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 resolutions from Fairfield County Job and Family Services:

- 2025-09.23.e      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
- 2025-09.23.f      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
- 2025-09.23.g      A resolution authorizing the approval of a Purchase of Service Agreement between Fairfield County Transit and Fairfield County Job and Family Services.

Roll call vote of the motion resulted as follows:

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

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

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

Regular Meeting #37 - 2025 – September 23, 2025

- 6 -

**Regular Meeting #37 - 2025  
Fairfield County Commissioners' Office  
September 23, 2025**

- |              |   |
|--------------|---|
| 2025-09.23.h | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2883, Law Enforcement Cyber   |
| 2025-09.23.i | A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2711 Continuous Prof Training |
| 2025-09.23.j | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23100101, General Fund            |
| 2025-09.23.k | A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category –23250300 Police Revolving         |

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from 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:

- |              |  |
|--------------|--|
| 2025-09.23.l | A resolution to apply for a funding allocation 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, Steve Davis and Jeff Fix

**Approval of the Payment of Bills**

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

- |              |  |
|--------------|--|
| 2025-09.23.m | A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. |
|--------------|--|

Roll call vote of the motion resulted as follows:

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

**Adjournment**

Commissioner Fix stated he is looking forward to the State of the County. He added that it is his seventh year as a commissioner and that the event is always interesting and exciting.

Commissioner Davis stated that he is also very excited for the State of the County.

With no further business, on the motion of David Levacy, and the second of Steve Davis, the Board of Commissioners voted to adjourn at 9:57 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, September 30th, 2025, in the Commissioners' Hearing Room, 210 E. Main St., Lancaster, OH. The Fairfield County 2025 State of the County Address will follow at 1:00 p.m., Sheridan Center, 1550 Sheridan Dr., Lancaster, OH.

YEAS: David Levacy, Steve Davis, and Jeff Fix  
ABSTENTIONS: None

Jeff Fix Commissioner	Steve Davis Commissioner	David Levacy Commissioner
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Rochelle Menningen, Clerk

**A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.**

**WHEREAS,** appropriations are necessary for security projects; and

**WHEREAS,** an account to account transfer will allow proper classification of major expenditure object category in capital outlay.

---

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

---

**Section 1.** That the transfer of appropriations in the amount of \$5,000 is hereby authorized as follows:

From:                12100119 contractual services  
To:                    12100119 capital outlay

---

**A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.**

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

***Section 1.***

*\$ 5,000*

<i>FROM:</i>	<i>12100119 530000</i>	<i>contract services</i>
<i>TO:</i>	<i>12100119 574000</i>	<i>equipment</i>

Resolution No. 2025-09.30.a

A resolution approving an account to account transfer in a major object expense category for the Safety & Security Budget, General Fund# 1001.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



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

**WHEREAS**, the WIC grant Fund #7012, the Bioterrorism grant Fund #7321, and Fairfield County Parks Fund# 7308 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 August 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	\$	665.98
71701247 436100	WIC Interest Income	\$	307.37
71732153 436100	Bioterrorism Interest Income	\$	788.56
	Total - Agency Funds	\$	<b>1,761.91</b>

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$ 1,761.91

cc: Jamie Ehorn, Historical Parks

9.24.25 - SAK entered journal entry Entry from 00100110 436100 to:

Total Journal Entry to be debited to: 00100110 436100 \$17,133.42

August 2025 Interest Allocations

Amount	Fund#	Fund Name	To: GL#	object code
\$128.92	2591	CDBG Rehab Mortgage Refunds	12259100	436100
\$8.27	2675	CDBG Project Income	12267500	436100
\$81.18	2023	Treasurer Escrow (7113 original)	24202300	436100
\$348.66	2716	RLF CDBG fund	12271600	436100
\$2,898.70	2717	RLF EDA fund	12271700	436100
\$993.97	2718	EDA/RLF Cares Act 2020	12271800	436100
\$34.13	2861	Cyber Security Fund	51286100	436100
\$10,292.46	5376	Self-funded Insurance	12537600	436100

journal entry in Auditor's Office Client Portal

email: Angel Conrad, Amy McCoy - when journal entry is completed

**Total Journal Entry \$14,786.29**

72730800 436100	Parks Interest Income	\$	665.98	
71701247 436100	WIC Interest Income	\$	307.37	
71732153 436100	Bioterrorism Interest Income	\$	788.56	
	Total - Agency Funds	\$	<b>1,761.91</b>	this requires a resolution

\$ **16,548.20** Balance to Treasurer cover letter

Aug-25

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
33.67	5461	Liberty Township Sewer	12546134	436100
40.01	5469	BR - Sewer VP Utility 99	12546933	436100
239.76	5533	Liberty Township Sewer Project	12553333	436100
1,170.56	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
3.80	5555	BR - Sewer consolcication Bond 03	12555533	436100
34.92	5470	BR - Water VP Utility 99	12547026	436100
635.78	5534	Tussing Rd. WTF Improvement	12553426	436100
188.63	5556	BR - Water Consolidation BD 2003	12555626	436100

**Total Journal Entry \$2,347.13**

*James N Bahnsen*

210 East Main Street

September 24, 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.

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AUG 25

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2591 CDBG Rehab Mortgage Refunds	\$128.92
2675 CDBG Project Income	\$8.27
7113 Prepayment Fund	\$81.18
2716 RLF/CDBG Fund	\$348.66
2717 RLF/D Fund	\$2,898.70
2718 EDA RLF Cares Act 2020	\$993.97
2861 Cyber Security Measures Impl Fund	\$34.13
7308 Fairfield County Historical Parks	\$665.98
7012 WIC Grant	\$307.37
7321 Bioterrorism Grant	\$788.56
5376 Self Fund Health Care	\$10,292.46

<b>Total</b>	<b>\$16,548.20</b>
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Respectfully,

James N Bahnsen  
Fairfield County Treasurer

abk  
enclosures

AUG 25

2876 AMERICAN RESCUE PLAN FUND

Fund Number:	2876
Beginning Balance:	\$1,093,873.10
End of Month Balance:	\$1,086,117.10
Average of Beginning and Ending Balance(A):	\$1,089,995.10
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	0.003545515
Amount to be Allocated to Fund:	\$2,940.91

DOES NOT NEED INTEREST ALLOCATED

AUG 25  
2861 CYBER SECURITY MEASURES IMPL FUND

Fund Number:	2861
Beginning Balance:	\$12,658.46
End of Month Balance:	\$12,643.49
Average of Beginning and Ending Balance(A):	\$12,650.98
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	4.11508E-05
Amount to be Allocated to Fund:	\$34.13

AUG 25

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$47,684.28
End of Month Balance:	47,876.62
Average of Beginning and Ending Balance(A):	\$47,780.45

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.000155419
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Amount to be Allocated to Fund:	\$128.92
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AUG 25

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$3,056.91
End of Month Balance:	\$3,074.38
Average of Beginning and Ending Balance(A):	\$3,065.65

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	9.97187E-06
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Amount to be Allocated to Fund:	\$8.27
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AUG 25

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$574,748.35
End of Month Balance:	\$574,748.35
Average of Beginning and Ending Balance(A):	\$574,748.35
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	583,765.07
Average of Beginning and Ending Balance, All County Funds(B):	\$164,465,954.20
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	0.003494634
Amount to be Allocated to Fund:	\$2,898.70



AUG 25

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$123,542.35
End of Month Balance:	\$135,052.16
Average of Beginning and Ending Balance(A):	\$129,297.26

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.000420576
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Amount to be Allocated to Fund:	\$348.86
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AUG 25

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$206,215.02
End of Month Balance:	\$287,452.43
Average of Beginning and Ending Balance(A):	\$246,833.73
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.30
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.32
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	0.000802896
Amount to be Allocated to Fund:	\$665.98

AUG 25

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$20,587.78

End of Month Balance: \$39,588.87

Average of Beginning and Ending Balance(A): \$30,088.33

All County Funds Beginning Balance: 328,348,143.33

All County Funds Ending Balance: 286,510,359.20

Average of Beginning and Ending Balance, All County Funds(B): \$307,429,251.27

Total Investment Income for the Month: \$829,472.75

(A) as a percent of (B): 9.78707E-05

Amount to be Allocated to Fund: \$81.18

AUG 25

2807 COMMUNITY RECYCLING GRANT

Fund Number:	2807
Beginning Balance:	\$330.22
End of Month Balance:	330.29
Average of Beginning and Ending Balance(A):	\$330.26

All County Funds Beginning Balance:	247,481,059.48
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All County Funds Ending Balance:	246,456,692.99
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Average of Beginning and Ending Balance, All County Funds(B):	\$246,968,876.24
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Total Investment Income for the Month:	\$300,006.87
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(A) as a percent of (B):	1.33723E-06
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Amount to be Allocated to Fund:	\$0.40
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DONOT PAY INT PER STACI 10/25/22

AUG 25

BIOTERRORISM GRANT

Fund Number:	7321
Beginning Balance:	\$297,485.38
End of Month Balance:	287,049.29
Average of Beginning and Ending Balance(A):	\$292,267.34
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	0.000950682
Amount to be Allocated to Fund:	\$788.56

AUG 25

WIC

Fund Number: 7012

Beginning Balance: \$92,544.16

End of Month Balance: 135,295.87

Average of Beginning and Ending Balance(A): \$113,920.02

All County Funds Beginning Balance: 328,348,143.33

All County Funds Ending Balance: 286,510,359.20

Average of Beginning and Ending Balance, All County Funds(B): \$307,429,251.27

Total Investment Income for the Month: \$829,472.75

(A) as a percent of (B): 0.000370557

Amount to be Allocated to Fund: \$307.37

AUG 25

2718-EDA RLF CARES ACT 2020

Fund Number:	2718
Beginning Balance:	\$384,279.98
End of Month Balance:	352,510.76
Average of Beginning and Ending Balance(A):	\$368,395.37
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	0.001198309
Amount to be Allocated to Fund:	\$993.97



AUG 25

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$4,178,069.46
End of Month Balance:	3,451,365.07
Average of Beginning and Ending Balance(A):	\$3,814,717.27

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.01240844
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Amount to be Allocated to Fund:	\$10,292.46
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AUG 25

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$12,443.16
End of Month Balance:	12,514.30
Average of Beginning and Ending Balance(A):	\$12,478.73

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	4.05906E-05
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Amount to be Allocated to Fund:	\$33.67
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AUG 25

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$14,786.50
End of Month Balance:	14,871.03
Average of Beginning and Ending Balance(A):	\$14,828.77

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	4.82347E-05
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Amount to be Allocated to Fund:	\$40.01
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AUG 25

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$12,905.47
End of Month Balance:	12,979.24
Average of Beginning and Ending Balance(A):	\$12,942.36

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	4.20986E-05
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Amount to be Allocated to Fund:	\$34.92
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AUG 25

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$88,609.16
End of Month Balance:	89,117.00
Average of Beginning and Ending Balance(A):	\$88,863.08

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.000289052
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Amount to be Allocated to Fund:	\$239.76
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AUG 25

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$234,967.34
End of Month Balance:	236,313.99
Average of Beginning and Ending Balance(A):	\$235,640.67

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.000766487
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Amount to be Allocated to Fund:	\$635.78
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AUG 25

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$430,496.54
End of Month Balance:	432,963.86
Average of Beginning and Ending Balance(A):	\$431,730.20

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	283,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$305,929,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.001411209
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Amount to be Allocated to Fund:	\$1,170.56
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AUG 25

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,402.92
End of Month Balance:	1,410.94
Average of Beginning and Ending Balance(A):	\$1,406.93

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	4.57644E-06
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Amount to be Allocated to Fund:	\$3.80
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AUG 25

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$69,713.79
End of Month Balance:	70,112.34
Average of Beginning and Ending Balance(A):	\$69,913.07

All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27

Total Investment Income for the Month:	\$829,472.75
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(A) as a percent of (B):	0.000227412
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Amount to be Allocated to Fund:	\$188.63
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AUG 25

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$283.39
End of Month Balance:	\$283.39
Average of Beginning and Ending Balance(A):	\$283.39
All County Funds Beginning Balance:	328,348,143.33
All County Funds Ending Balance:	286,510,359.20
Average of Beginning and Ending Balance, All County Funds(B):	\$307,429,251.27
Total Investment Income for the Month:	\$829,472.75
(A) as a percent of (B):	9.21806E-07
Amount to be Allocated to Fund:	\$0.76

DO NOT PAY INT PER RESOLUTION 9/9/25

*James N Bahnsen*

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740 ) 652-7140

September 24, 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 August 2025.

Respectfully,

James N Bahnsen  
Fairfield County Treasurer

ABK  
Enclosures

Aug-25

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
33.67	5461	Liberty Township Sewer	12546134	436100
40.01	5469	BR - Sewer VP Utility 99	12546933	436100
239.76	5533	Liberty Township Sewer Project	12553333	436100
1,170.56	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
3.80	5555	BR - Sewer consolidação Bond 03	12555533	436100
34.92	5470	BR - Water VP Utility 99	12547026	436100
635.78	5534	Tussing Rd. WTF Improvement	12553426	436100
188.63	5556	BR - Water Consolidation BD 2003	12555626	436100

**Total Journal Entry       \$2,347.13**

<b>FUND #</b>	<b>FUND NAME</b>	<b>INTEREST TOTAL</b>
4438	BR-High Service ARE Water	\$0.07
4535	Bond Ret-Little Walnut WTR	\$0.00
4592	SA BR Liberty Twp Sew Assess	\$8.43
5041	Bond Ret-Tussing Rd Water	<b>\$0.14</b>
5329	Bond Ret-Wat Series 93B-0.9	<b>\$0.38</b>
5331	Bond Ret-Wat Rec 93A-3.0	<b>\$0.03</b>
5452	Little Walnut (WTF)	\$0.00
5457	Northeast Violet Sewer System	\$6.18
5461	Liberty Township Sewer	<b>\$50.99</b>
5469	BR-Sewer VP Utility 99	<b>\$186.72</b>
5470	BR-Water VP Utility 99	<b>\$183.24</b>
5486	Tussing Rd. WRF Improve	\$57.30
5533	Liberty Township Sewer Project	<b>\$57.30</b>
5534	Tussing Rd. WTF Improvement	<b>\$147.51</b>
5548	Southwest Bloom Twp	<b>\$0.41</b>
5554	NR Tussing Rd Water Reclam Fac	<b>\$273.64</b>
5555	BR Sewer Consolidation Bond 03	<b>\$150.09</b>
5556	BR Water Consolidation Bd 2003	<b>\$212.47</b>
5562	BR Sewer Refunder Bond 2003	<b>\$0.51</b>
5595	Util Admn & Eng Bld Lib Ctr	\$14.19
5618	Sub Div Maint Winding Crk Sec 6	\$3.07
5634	NR-Village of Carroll Water Line	<b>\$3.07</b>
5645	Construction Ewing Run Trnk Swr	\$0.00
5719	Pleasant Run WRF & Collector	\$26.94
5737	NR-Carroll Sanitary Sewer	<b>\$3.50</b>
	Total	\$1,386.18

2013 Interest Allocations		(Amounts credited earned in prior month)																						
Interest Earned	For credit to the funds in	Utilities	%	Historical Pks	%	RLF/ CDBG Fund	%	RLF/D Fund	%	EDA RLF SEQ	%	Prepayment	%	CDBG Rehab Mort Refunds	%	CDBG Project Income	%	Comm Recyc	%	Totals	Net General	%	Gross monthly earnings	Fiscal Year Running Totals
January	February	\$2,009.01	3.13%	\$115.48	0.18%	\$72.39	0.11%	\$455.55	0.71%	\$0.00	0.00%	\$444.61	0.69%	\$7.42	0.01%	\$0.97	0.00%	\$0.60	0.00%	\$3,105.43	\$61,042.82	95.16%	\$ 64,148.25	64148.25
February	March	\$222.59	2.79%	\$24.84	0.31%	\$6.13	0.08%	\$38.61	0.48%	\$0.00	0.00%	\$0.04	0.00%	\$0.62	0.01%	\$0.08	0.00%			\$292.83	\$7,683.19	96.33%	\$ 7,976.02	\$ 72,124.27
March	April	\$282.44	2.74%	\$23.37	0.23%	\$7.78	0.08%	\$48.98	0.48%	\$0.00	0.00%	\$12.69	0.12%	\$0.78	0.01%	\$0.10	0.00%			\$376.04	\$9,923.87	96.35%	\$ 10,299.91	\$ 82,424.18
April	May	\$2,201.18	3.90%	\$128.69	0.23%	\$61.03	0.11%	\$264.36	0.47%	\$13.78	0.02%	\$98.47	0.17%	\$5.99	0.01%	\$0.79	0.00%			\$2,773.50	\$53,606.20	95.08%	\$ 56,379.70	\$ 138,803.88
May	June	\$1,717.65	4.40%	\$85.21	0.22%	\$44.34	0.11%	\$107.71	0.28%	\$104.42	0.27%	\$1.11	0.00%	\$2.91	0.01%	\$0.57	0.00%			\$2,063.35	\$36,967.00	94.71%	\$ 39,030.35	\$ 177,834.23
June	July	\$1,462.56	3.66%	\$117.48	0.29%	\$45.51	0.11%	\$109.74	0.27%	\$156.91	0.39%	\$1.99	0.00%	\$1.64	0.00%	\$0.58	0.00%			\$1,895.83	\$38,096.23	95.26%	\$ 39,992.06	\$ 217,826.29
July	August	\$1,819.05	2.51%	\$132.54	0.18%	\$59.31	0.08%	\$146.78	0.20%	\$199.80	0.28%	\$5.71	0.01%	\$1.96	0.00%	\$0.74	0.00%			\$2,365.15	\$70,080.30	96.74%	\$ 72,445.45	\$ 290,271.74
August	September	\$408.47	2.73%	\$26.42	0.18%	\$12.42	0.08%	\$29.93	0.20%	\$39.84	0.27%	\$3.15	0.02%	\$0.39	0.00%	\$0.15	0.00%	\$0.60	0.00%	\$520.77	\$14,444.69	96.52%	\$ 14,965.46	\$ 305,237.20
September	October	\$408.47		\$24.80	0.20%	\$14.53	0.12%	\$41.63	0.33%	\$45.03	0.36%	\$12.60	0.10%	\$0.95	0.01%	\$0.17	0.00%	\$1.36		\$548.01	\$11,879.95	95.59%	\$ 12,427.96	\$ 317,665.16
October	November																							
November	December																							
December	January																							
		\$10,531.42		\$678.83		\$323.44		\$1,243.29		\$559.78		\$580.37		\$22.66		\$4.15								

Resolution No. 2025-09.30.b

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.

(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 a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor**

**WHEREAS,** the Auditor Finance Department manages agency fund #5376, the Self-Funded Health Insurance fund; and

**WHEREAS,** the general fund is to be reimbursed a 2% administration fee for management of the fund and program; and

**WHEREAS,** the 2% administration fee for July through September 2025 for \$82,519.65; and

**WHEREAS,** a memo expense memo receipt will move the administration fee to the General Fund; 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:

00100110 434100 General Government Legislative/Executive \$82,519.65

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 paying the General Fund its two percent Administrative Fee.

Memo expenditure as referenced below:

12537600 580111 Health Insurance Admin \$82,519.65

Prepared by: Jennifer Harmon  
cc: Staci Knisley, Commissioners Office



## Account Detail History



2025 Period 7 to 9  
Entry Date On or After: 1/1/1900  
Include Entries: No Selection

Year	Pe r	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
<u>12537600 434501</u>					PREM ER&EE HEALTH/RX					724.20	4,122,190.21	(4,121,466.01)
2025	7	<a href="#">80</a>	PRJ	7/3/2025	2513E	72513E	3E				17,012.23	-17,012.23
2025	7	<a href="#">480</a>	PRJ	7/11/2025	2514	12514	4			4.22		-17,008.01
2025	7	<a href="#">480</a>	PRJ	7/11/2025	2514	12514	4				674,574.80	-691,582.81
2025	7	<a href="#">921</a>	PRJ	7/21/2025	2514E	72514E	4E				17,014.34	-708,597.15
2025	7	<a href="#">1224</a>	PRJ	7/25/2025	2515	12515	5				665,574.94	-1,374,172.09
2025	8	<a href="#">166</a>	PRJ	8/6/2025	2515E	72515E	5E				17,012.23	-1,391,184.32
2025	8	<a href="#">182</a>	PRJ	8/8/2025	2516	12516	6			6.33		-1,391,177.99
2025	8	<a href="#">182</a>	PRJ	8/8/2025	2516	12516	6				674,303.38	-2,065,481.37
2025	8	<a href="#">1107</a>	PRJ	8/22/2025	2517	12517	7				663,987.06	-2,729,468.43
2025	8	<a href="#">1110</a>	PRJ	8/21/2025	2516E	72516E	6E				17,014.34	-2,746,482.77
2025	9	<a href="#">2</a>	PRJ	9/5/2025	2517E	72517E	7E				17,012.23	-2,763,495.00
2025	9	<a href="#">103</a>	GEN	9/2/2025	PRADJ	PRADJ	PRADJ			707.32		-2,762,787.68
2025	9	<a href="#">103</a>	GEN	9/2/2025	PRADJ	PRADJ	PRADJ			2.11		-2,762,785.57
2025	9	<a href="#">174</a>	PRJ	9/5/2025	2518	12518	8			4.22		-2,762,781.35
2025	9	<a href="#">174</a>	PRJ	9/5/2025	2518	12518	8				663,955.21	-3,426,736.56
2025	9	<a href="#">899</a>	PRJ	9/19/2025	2518E	72518E	8E				17,014.34	-3,443,750.90
2025	9	<a href="#">1021</a>	PRJ	9/19/2025	2519	12519	9				677,715.11	-4,121,466.01
<u>12537600 434502</u>					PREM EE SELF PAY HEALTH/RX					0.00	4,516.63	(4,516.63)
2025	7	<a href="#">962</a>	CRP	7/16/2025	1204	1057494					1,759.55	-1,759.55
2025	7	<a href="#">1198</a>	CRP	7/21/2025	1204	1058029					903.33	-2,662.88

## Account Detail History



2025 Period 7 to 9  
Entry Date On or After: 1/1/1900  
Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
2025	8	<a href="#">863</a>	CRP	8/12/2025	1204	1061250					47.10	-2,709.98
2025	9	<a href="#">852</a>	CRP	9/15/2025	1204	1067130					1,806.65	-4,516.63
										724.20	4,126,706.84	(4,125,982.64)

$$4,125,982.64 * 0.02 = \$82,519.65$$

Resolution No. 2025-09.30.c

A resolution authorizing a memo expense memo receipt for the General Fund 2% administrative fee for managing the county self-insurance program, Fund #5376 to General #1001 - Fairfield County Auditor

(Fairfield County Auditor- Payroll)

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 Adoption Center and shelter fund # 2002.**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for Fund#2002; 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:**

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

Materials & Supplies	12200200	\$3,000
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Prepared by: Leighann Adams  
cc: Dog Shelter

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

\$3,000	12200200-560601	Animal Care
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Signature Page

Resolution No. 2025-09.30.d

A resolution to appropriate from unappropriated in a major expenditure object categories for Dog Shelter; #2002.

(Fairfield County Dog Shelter)

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 SIB Loan term sheet from the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment Project**

2025-09.30.e

**WHEREAS,** the Fairfield County Transportation Improvement District in conjunction with the Fairfield County Engineer's Office will begin road and infrastructure improvements to the Basil-Western Road industrial corridor in Violet Township and the City of Canal Winchester to help meet economic development needs in the area; and,

**WHEREAS,** Fairfield County applied for and received an Ohio Department of Transportation (ODOT) State Infrastructure Bank (SIB) Loan in the amount of \$4,008,000 to help fund the road and infrastructure improvements; and,

**WHEREAS,** the SIB Loan will be at a 20-year term with a 3% interest rate; and,

**WHEREAS,** in order to secure the SIB Loan, the Board of County Commissioners have pledged its Permissive Motor Vehicle License Tax receipts as collateral for the SIB loan; and,

**WHEREAS,** the Board of County Commissioners and the Fairfield County Engineer have agreed in principle that the Permissive Motor Vehicle License Tax receipts shall only be used for repayment for the SIB loan if the County cannot appropriate payments from its general fund as set forth under Ohio Revised Code 5705.41(D)(1) and will default on the repayments otherwise.

**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 hereby approves the SIB Loan Term Sheet with the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment project.

Prepared by: Anthony Iachini

cc: Economic and Workforce Development

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State of Ohio – Ohio Department of Transportation

State Infrastructure Bank

*Is proposing to provide financing to*

**Fairfield County, Ohio**

*For the*

**Basil Western Road Realignment Project**

September 19, 2025

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**PRELIMINARY TERM SHEET**

*The following is provided for discussion purposes only. Final details of the financing structure will be determined upon review by the participating parties.*

**I. PROJECT INFORMATION**

Outlined below are the terms and conditions of the Ohio Department of Transportation (“ODOT”), State Infrastructure Bank (“SIB”), direct loan transaction with Fairfield County, Ohio (the “Borrower” or “County”) to finance the realignment and reconfiguration of the Kings Crossing/Hill Road and Hill Road/Basil-Western Road intersections as well as the addition of a traffic lane and widening of existing lanes along the Basil-Western Road corridor (the “Project”) in Violet Township, Ohio.

The development of DHL and proposed future development on four other sites along the corridor makes this a desirable location for businesses, due in large part to its proximity to US 33. The transportation plan for this corridor has been identified by multiple jurisdictions (Canal Winchester, Violet Township, Fairfield County) as a problematic roadway network to serve the existing and proposed commercial/industrial growth area. Final design and plans were completed on April 17<sup>th</sup>, 2025 and the County is hopeful that environmental clearance and right-of-way acquisition can be completed by Q1 2026.

**Loan #:** 260006

**PID #:** 122035

[Balance of Page Intentionally Left Blank]



**II. SOURCES AND USES OF FUNDS**

**Sources & Uses of Funds:** See attached Schedule I for further details.

**Sources**

State Infrastructure Bank Loan	4,008,000.00
County Bond	7,248,488.78
Private Investment	537,934.00
<b>Total Sources of Funds</b>	<b>\$ 11,794,422.78</b>

**Uses**

Preliminary Engineering	839,261.04
Right-of-Way Acquisition	1,500,822.30
Construction	8,696,338.44
Utility Relocation	350,000.00
Transportation Improvement District Fee	400,000.00
SIB Closing Costs	8,000.00
<b>Total Uses of Funds</b>	<b>\$ 11,794,421.78</b>

**Estimated SIB Loan  
Repayment Schedule:**

See attached Schedule II.

**III. FINANCIAL TERMS OF THE SIB LOAN**

<b>Loan Amount from SIB:</b>	\$4,008,000.00
<b>Lender:</b>	State of Ohio, Ohio Department of Transportation
<b>Borrower:</b>	Fairfield County
<b>Borrower Contacts:</b>	Rick Szabrak, Economic and Workforce Development Director Telephone: (740) 652-7160 rick.szabrak@fairfieldcountyohio.gov
<b>Address of Borrower:</b>	210 E Main Street, Suite 301 Lancaster, Ohio 43130
<b>County:</b>	Fairfield
<b>Estimated Closing Date:</b>	December 15, 2025 (Estimated)
<b>Final Maturity of Loan:</b>	December 15, 2045 (Estimated)
<b>Term of Loan:</b>	20 Years

**Loan Repayments:**

There will be no interest assessed on the loan from the date of Closing through the last day of the 12<sup>th</sup> month. From the first day of the 13<sup>th</sup> month after Closing through final maturity, the interest rate will be 3.0%. From month 13 through month 24, interest due on the loan will accrue and be added to the principal of the loan. The accrued interest amount is estimated to be \$120,240. The Borrower will be required to make principal and interest payments commencing on the first day of the 31<sup>st</sup> month after the Closing Date. The interest amount due, in arrears, will be based upon the outstanding principal amount of the loan from time to time. The projected principal and interest payments are estimated in Schedule II.

**Construction****Start Date:**

November 1, 2026 (Estimated)

**Expected Construction****Completion Date:**

November 1, 2027 (Estimated)

**Expected Initial Drawdown  
of SIB Funds:**

January 2026 (Estimated)

**Prepayment of Loan:**

Prepayment of the State loan, in whole or in part, will be at the option of the Borrower. Any prepayment of the loan prior to the 36<sup>th</sup> month following closing will be subject to a 3.0% premium.

**Interest Rate:**

The following interest rates will be assessed during the designated time periods:

<u>Months</u>	<u>Interest Rate</u>
1– 12	0.00%
13-240	3.00%

**Source of Repayment:**

The County will agree to pledge its Permissive Motor Vehicle License Tax receipts as one of the repayment sources for the loan. In addition, the County anticipates the Repayment Source to include future TIF and PILOT payments from the project as well as all legally available funds, in any one year in which a potential payment shortfall may exist (the “Repayment Source”).

The County’s historical Permissive Motor Vehicle License Tax receipts available for debt service were \$2,819,744 in 2024 and are expected to remain stable going forward.

Fairfield County has no existing debt secured by its Permissive Motor Vehicle License Tax receipts.

Fairfield County is rated Aa2 by Moody's.

Year	2024	2025*	2026*	2027*	2028*
<b>Permissive Motor Vehicle License Tax</b>	\$2,819,744	\$2,819,744	\$2,819,744	\$2,819,744	\$2,819,744
<b>- New SIB Loan Debt Service<sup>1</sup></b>	-298,492	-298,492	-298,492	-298,492	-298,492
<b>= Cash Margin</b>	\$2,521,252	\$2,521,252	\$2,521,252	\$2,521,252	\$2,521,252
<b>Combined DSCR</b>	<b>9.45x</b>	<b>9.45x</b>	<b>9.45x</b>	<b>9.45x</b>	<b>9.45x</b>

<sup>1</sup>New SIB Loan Debt Service will commence in 2028 and end in 2045. Max annual debt is shown for all years for presentation purposes.

\*Projected (2025-2028)

#### IV. CLOSING REQUIREMENTS/COVENANTS

- On an annual basis, provide to ODOT, audited financial statements and a certificate of available resources for the Borrower;
- Provide all environmental approvals, if any, for the Project prior to closing;
- Provide evidence that all other sources of funds necessary to complete the Project are secured;
- Pay state prevailing wages on all construction contracts, when applicable; and
- Agree to subordinate any future pledges of the Repayment Source if in any one calendar year (as projected) the expected revenues generated when divided by the scheduled annual debt service of outstanding obligations secured by the Repayment Source is equal to or less than 1.30.

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## V. ACCEPTANCE

Upon acceptance of the terms herein, Fairfield County shall sign and submit to the Ohio Department of Transportation, Brenna Smathers, 1980 W. Broad Street, MS 2130, Columbus, Ohio 43223. This agreement will be terminated if not signed and received by October 30, 2025. The SIB loan documents must be executed by January 31, 2026 or the loan will be canceled and closed. If an application is resubmitted for the same Project, an application fee of \$5,000 will be assessed.

***The Ohio Department of Transportation hereby accepts the foregoing terms and conditions on the date set forth below.***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

***Fairfield County hereby accepts the foregoing terms and conditions on the date set forth below.***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_



Prosecutor's Approval Page

Resolution No.

A Resolution to Approve the SIB Loan term sheet from the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment Project

(Fairfield County Economic & Workforce Development)

Approved as to form on 9/26/2025 1:40:49 PM by Amy Brown-Thompson,



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

Resolution No. 2025-09.30.e

A Resolution to Approve the SIB Loan term sheet from the Ohio Department of Transportation, State Infrastructure Bank for the Basil Western Road Realignment Project

(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 appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for other**

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

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

---

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

---

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

\$15,000.00          16202403-OTHER

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Prepared by: Julie Huggins  
cc: Engineer

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

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

16202403-590010      \$15,000.00

Prepared by: Julie Huggins  
cc: Engineer



Resolution No. 2025-09.30.f

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

---

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

---

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

\$75,000.00	16202403-Contractual Services
-------------	-------------------------------

---

Prepared by: Julie Huggins  
cc: Engineer

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

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

16202403-530000      \$75,000.00

Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2025-09.30.g

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

**A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts as required.**

**WHEREAS,** the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructures, and

**WHEREAS,** the Fairfield County Engineer's Office, Code #045-00045, is planning to make a capital improvement named: AMA-20, GRE-33, & PLE-04 Bridge Replacements Project, and

**WHEREAS,** the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

---

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

---

**SECTION 1:** that the Fairfield County Engineer, Jeremiah D. Upp, is hereby authorized to apply to the OPWC for funds as described above.

**SECTION 2:** that this Board of Commissioners further states that the County Engineer is hereby empowered on behalf of the County to enter into agreements/disbursements as may be necessary and appropriate for obtaining this financial assistance.

**SECTION 3:** that this Board accepts the AMA-20, GRE-33, & PLE-04 Bridge Replacements Project as the Number One Priority for Fairfield County for the Round 40 Grant Application Year.

**SECTION 4:** that the Clerk of this Board return a copy of this Resolution to the County Engineer for further processing.

Prepared by: Cheryl Downour  
cc: Engineering Office

Resolution No. 2025-09.30.h

A resolution authorizing Jeremiah D. Upp, Fairfield County Engineer, to prepare and submit an application to participate in the Ohio Public Works Commission State Capital Improvement Program and to execute contracts as required.

(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 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 - \$96.00

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: \$96.00

Prepared by: Brandi Downhour, Budget Manager

cc: Jamie Ehorn, Fairfield County Health Department

Resolution No. 2025-09.30.i

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

(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 Bus Passes paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Public Children's Services**

**WHEREAS,** FCJFS is responsible for paying Lancaster- Fairfield Public Transit for their Bus Passes 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:

12290800-434315 Charge Code:4112A Grant:PT001 Reimbursement-\$600.00

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 Bus Passes cost.

Memo expenditure as referenced in supporting documentation:

Vendor #5672 Fairfield County Transit

Account: 12207207-562600 Materials & Supplies  
Amount: \$600.00

Prepared by: Brandi Downhour, Budget Manager

cc: Courtney Martin, Lancaster-Fairfield Public Transit

# Fairfield County Transit



746 Lawrence St

P: 740-681-5086

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

Lancaster Ohio, 43130

F: 740-681-5088

Website: [co.fairfield.com/transit/](http://co.fairfield.com/transit/)

## Bill To Our Family Services

Contact  Susan Schaudt

Invoice 092325

Address Main St

✉ mail@susan.schaudt ✉ s o i o g o

Invoice Date 09/23/2025

Lancaster Office

5/5

Terms: 30 Days

Invoice or Loop Passes

**Note: PLEASE INCLUDE INVOICE # ON CHECK**

Due Date: 10/23/2025

Pass Type	Description	Qty	Unit Price	Account Code	Price
31 Day	Loop Pass	20	\$ 30.00		\$ 600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Make all checks payable to Fairfield County Transit CREDIT CARDS NOT ACCEPTED				Invoice Subtotal	\$ 600.00
				TOTAL	\$ 600.00

Resolution No. 2025-09.30.j

A resolution to approve a memo exp./ memo receipt for the costs of Bus Passes paid to Lancaster-Fairfield Public Transit 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 authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with The Bair Foundation, 665 E Dublin Granville Rd 290, Columbus, Ohio 43229; and

**WHEREAS,** the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS,** this agreement shall be effective October 1<sup>st</sup>, 2025 through September 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 The Bair Foundation.

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

The Bair Foundation, hereinafter "Provider", whose address is:

The Bair Foundation  
665 E Dublin Granville Rd 290  
Columbus, OH 43229

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 **10/01/2025** through **09/30/2026**, 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. 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                      The Bair Foundation  
665 E Dublin Granville Rd 290  
Columbus, OH 43229

#### **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

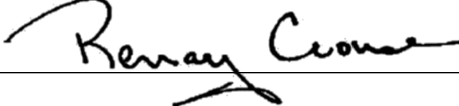
SECTIONS 1.02 & 1.03, References to Exhibit I

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: The Bair Foundation**

Print Name & Title	Signature	Date
Renay Crouse - Executive Director		09/10/2025

**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: The Bair Foundation / 24341

Run Date: 09/09/2025

Contract Period: 10/01/2025 - 09/30/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Foster Care -- Columbus (30224)-Spec Need	369663			\$54.62	\$65.60							\$120.22	10/01/2025	09/30/2026
Intensive Foster Care -- Columbus (30223)-Excpt Need	107637			\$65.02	\$71.00							\$136.02	10/01/2025	09/30/2026
Specialized Foster Care -- Columbus (30222)-Spec Need	107641			\$55.83	\$61.00							\$116.83	10/01/2025	09/30/2026
Traditional Foster Care -- Columbus(30221)-FFH	107636			\$28.90	\$39.51							\$68.41	10/01/2025	09/30/2026
Traditional Foster Care -- Columbus(30221)-FFH	107636			\$29.94	\$41.51							\$71.45	10/01/2025	09/30/2026



**A Contract regarding The Bair Foundation between Job and Family Services  
and**

Approved on 9/24/2025 1:13:56 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

---

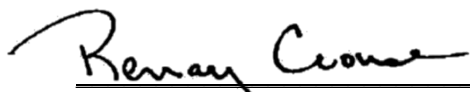
Approved on 9/24/2025 3:11:04 PM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, The Bair Foundation (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.



Executive Director

Company Representative Signature and Title

Renay Crouse - The Bair Foundation

Company Representative Name and Company

09/18/2025

Date

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 # **25001856 - 06**

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: 006

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THE BAIR FOUNDATION  
241 HIGH ST  
NEW WILMINGTON, PA 16142

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
724-946-8711		724-946-3249		2022	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2025	2968				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	\$50,072.80	\$50,072.80

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$50,072.80 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

09/30/2025

*Carri L. Brown*

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$50,072.80
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$50,072.80**





**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: **The Bair Foundation**  
Date: **9/19/2025 8:59:58 AM**

This search produced the following list of **19** possible matches:

Name/Organization	Address
Carothers, Joe	32 CR 8
Church of The Lion of Judah	4001 Foskett Road
Heart for the Hopeless	18031 Larchwood Ave..
Legacy Academy for Leaders and the Arts	1812 Oak Hill Avenue
Nethers, Jennifer	2347 West High Street
Northern Ohio Rural Water Board Members	
Southern Ohio Academy	522 Glenwood Ave
The Capella High School	4721 Reading Road
The Econo Team LLC	1174 1st Ave
The Harte School	350 Columbus City Center Drive
The Haynes Group, Inc.	3897 E. 155th St.
The Haynes Group, Inc.	3897 E. 155th Street
The Heaux Sto LLC	10103 North Blvd
The International Preparatory School	1301 East 9th Street, Suite 1900
The Perry Foundation	579 Valley Oak
The Walker Group LLC	18031 Larchwood Ave..
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Village of Bethel Mayor's Court	
Withem, Jessica	2987 Remington Ridge Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**01.2018**

**COST ANALYSIS:**

**For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.**

**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.**

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by 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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Simple Search

Search Editor

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 1606N020Q02

"The Bair Foundation"

×

## Federal Organizations



Status



☒ Active

☐ Inactive

Reset 

All Domains

Contracting

Federal Assistance

Entity Information

Federal Hierarchy

Wage Determinations

# No matches found

Your search did not return any results.

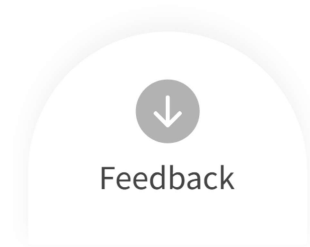
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Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and The Bair  
Foundation.

(Fairfield County Job and Family Services)

Approved as to form on 9/25/2025 10:27:21 AM by Steven Darnell,

Resolution No. 2025-09.30.k

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.

(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 Dimensional Phases Group Home.**

**WHEREAS,** Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Dimensional Phases Group Home, 1700 Needmore Rd 303, Dayton, Ohio 45414; 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 August 1<sup>st</sup>, 2025 through July 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 Dimensional Phases Group Home.

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

Dimensional Phases Group Home, hereinafter "Provider", whose address is:

Dimensional Phases Group Home  
1700 Needmore Rd 303  
Dayton, OH 45414

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 **08/01/2025** through **07/31/2026**, 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 (QRTS) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the same family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, 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                      Dimensional Phases Group Home  
1700 Needmore Rd 303  
Dayton, OH 45414

## **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: Dimensional Phases Group Home**

Print Name & Title	Signature	Date
LaDana Herd / Admin.	LaDana Herd	9/22/25

**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: Dimensional Phases Group Home / 23732856

Run Date: 09/18/2025

Contract Period: 08/01/2025 - 07/31/2026

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
Dimensional Phases Group Home 2 (20994)	7661014			\$600.00	\$80.00							\$680.00	08/01/2025	07/31/2026
Game Changers Group Home (20934)	7633663			\$600.00	\$80.00							\$680.00	08/01/2025	07/31/2026



**A Contract regarding Dimensional Phases Group Home between Job and Family Services and**

Approved on 9/26/2025 10:29:21 AM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

---

Approved on 9/26/2025 11:16:29 AM 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 # **25006471 - 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

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DIMENSIONAL PHASES GROUP  
HOME  
45 OXFORD AVE  
DAYTON, OH 45402

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				7138					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
09/25/2025		14771						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$25,000.00	\$25,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$25,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 09/25/2025

09/30/2025

Carri L. Brown

Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$25,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$25,000.00**

148

# 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.\***





Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Dimensional Phases Group Home**  
Date: **9/22/2025 3:29:37 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

In entering into a contract with Fairfield County (hereinafter "County"), a political subdivision of the State of Ohio, Dimensional Phases (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.

Michael S. New - owner/Administrator  
Company Representative Signature and Title

Michael S. New - Dimensional Phases  
Company Representative Name and Company

9/8/25  
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.**



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All Words

e.g. 1606N020Q02



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Simple Search

Search Editor

- ☐ Any Words 
- ☐ All Words 
- ☐ Exact Phrase 

e.g. 1606N020Q02

"Dimensional Phases Group Home"

×

## Federal Organizations



Status



☒ Active

☐ Inactive

Reset 



All Domains

Contracting

Federal Assistance

Entity Information

Federal Hierarchy

Wage Determination



# No matches found

Your search did not return any results.

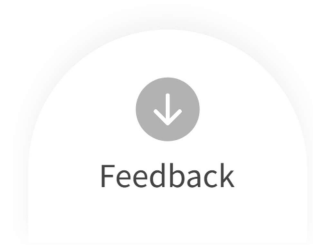
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**Yes**

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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 Dimensional  
Phases Group Home.

(Fairfield County Job and Family Services)

Approved as to form on 9/26/2025 1:44:44 PM by Steven Darnell,



Resolution No. 2025-09.30.I

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home.

(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 the Dedication Replat of the DHL Subdivision  
[Regional Planning]**

**WHEREAS,** the DHL subdivision is located on the south side of Basil-Western Road in Violet Township; and

**WHEREAS,** the Dedication Plat for this subdivision was originally recorded on March 1, 2024; and

**WHEREAS,** on March 4<sup>th</sup>, 2025, the Regional Planning Commission approved the Dedication Replat for DHL.

**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 Dedication Replat of DHL.

Prepared by: Joshua Hillberry  
cc: Regional Planning

Resolution No. 2025-09.30.m

A resolution to approve the Dedication Replat of the DHL 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 Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary**

**WHEREAS**, additional appropriations are needed in the major expenditure object category for 2442, Commissary; 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:

\$82,000.00; 23244200, Capital Outlay

Prepared by: Mendi Rarey  
cc: Sheriff

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

\$82,000.00

23244200; 574200; Vehicles

Resolution No. 2025-09.30.n

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Sheriff; 2442, Commissary

(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 the submission of the Fiscal Year 2026 CFLP Litter Law Enforcement Grant Application to CFLP.**

**WHEREAS,** the Board of Fairfield County Commissioners serve on the Coshocton, Fairfield, Licking, Perry (CFLP) Solid Waste District Board of Directors; and

**WHEREAS,** the Board of Fairfield County Commissioners are required to give approval to all grant applications submitted to the District from Fairfield County; and

**WHEREAS,** the Fairfield County Sheriff's Office requests approval to submit 2025 grant application for Litter Law Enforcement for Fairfield County; and

**WHEREAS,** the Board of Fairfield County Commissioners approved the 2025 Litter Law Enforcement grant application.

---

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

---

**Section 1.** That the Board of Fairfield County Commissioners gives approval to submit the 2026 Litter Law Enforcement application prepared by the Fairfield County Sheriff's Office to the CFLP Solid Waste District for funding in the amount of \$9300.0.

**Section 2.** That this resolution serves as a letter of support to be submitted with the applications for funding consideration.

Prepared by: Elisa Dowdy/Sheriff's Office  
cc:

## **LITTER LAW ENFORCEMENT CONTRACTS**

When education fails, residents must be made aware that littering and open dumping are illegal. Local law enforcement agencies may receive funding from the Solid Waste District to enforce litter laws and issue citations for violations (**not to include actual picking up of litter**). Litter law enforcement officers work closely with local Recycling Offices and local health departments to ensure coordinated efforts to deter littering.

**WHO IS ELIGIBLE TO APPLY:** County law enforcement agencies.

### **REIMBURSEMENT FOR SERVICES RENDERED**

County law enforcement agencies may apply for funding which will tie reimbursement to completion of specific services rendered.

Applicants will be reimbursed based on the following schedule of services:

Illegal Dumping Conviction Secured	\$1500 per conviction
Illegal Dumping Citation or Arrest	\$ 500 per citation
Insecure Load Citation or Arrest	\$ 300 per citation
Casual Litter Citation or Arrest	\$ 200 per citation
Other Litter Citation or Arrest	\$ 150 per citation
Warning that results in cleanup by responsible party	\$ 150 per cleanup
Investigation resulting in cleanup by litter supervisor (or twp)	\$ 100 per cleanup

Law enforcement agencies are not required to use a specific deputy or vehicle, will not be required to fill out or submit daily logs, will not submit invoices, or return unused funds to the district, as payment will be reimbursed for documented services only.

Documentation of completion of the above listed services will be in the form of a log kept of activity (supplied by District) and a copy of citations, arrests and convictions, photos of the dumped items, and most importantly – documentation of the material removal and location clean-up.



**COSHOCTON-FAIRFIELD-LICKING-PERRY  
SOLID WASTE DISTRICT  
CONTRACT PROGRAM**

**APPLICATION FORM**

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**SECTION 1: APPLICANT INFORMATION**

APPLICANT NAME: FAIRFIELD COUNTY SHERIFF'S OFFICE

CONTACT PERSON: DEPUTY DUSTIN BEAVERS

ADDRESS: 345 LINCOLN AVENUE

LANCASTER, OHIO 43130

PHONE NUMBER: 740-652-7900

FAX NUMBER: 740-687-6848

*Sheriff Alex W. Lape*

SIGNATURE OF PERSON AUTHORIZED TO SIGN CONTRACT AGREEMENT

**Signature acknowledges that applicant authorizes the District to conduct whatever research and review it feels necessary to determine that applicant poses minimal financial risk in awarding a contract.**

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TYPE OF ORGANIZATION:

☒ LOCAL GOVERNMENT  
☐ PRIVATE ENTERPRISE  
☐ CORPORATION

☐ NON-PROFIT CORPORATION  
☐ EDUCATIONAL INSTITUTION  
☐ OTHER (please specify):

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**SECTION II: CONTRACT SUMMARY**

TYPE OF CONTRACT REQUESTED: LITTER LAW ENFORCEMENT

TOTAL CONTRACT FUNDS REQUESTED: \$

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**SECTION III APPLICATION CHECKLIST**

To ensure that your application receives full consideration without unnecessary delay, please complete this list to be sure that all required information is included with your application.

- ☐ One original application on recycled paper, stapled once and without a report cover?
- ☐ All required information is included in the appropriate spaces?
- ☐ Budget page and program description have been completed for each activity proposed?
- ☐ Applicant meets all eligibility criteria as established in the application handbook?
- ☐ Documentation of support from county commissioners to apply for funding is attached?

## LITTER LAW ENFORCEMENT

### SECTION IV: PROGRAM DESCRIPTION:

Please explain how the number of each activity compares to past reported activity.

### SECTION V: BUDGET

BUDGET LINE ITEMS	ANTICIPATED NUMBER	COST EACH	TOTAL FUNDING
Illegal Dumping Convictions	2	1500	3000
Illegal Dumping Citation or Arrest	2	500	1000
Insecure Load Citation or Arrest	4	300	1200
Casual Litter Citation or Arrest	4	200	800
Other Litter Citation or Arrest		150	
Warning - cleaned by responsible party	2	150	300
Investigation-cleanup by litter crew	30	100	3000
<b>TOTAL FUNDING REQUESTED</b>			9300

Resolution No. 2025-09.30.o

A resolution approving the submission of the Fiscal Year 2026 CFLP Litter Law Enforcement Grant Application to CFLP

(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 Assess 2025 Water and Sewer Delinquencies.  
[Utilities]**

**WHEREAS,** Some water and sewer customers of the Fairfield County Utilities Division have outstanding water and sewer quarterly bills covering various periods of time, and

**WHEREAS,** Each delinquent customer has been billed quarterly for their water and sewer charges, and sent reminder notices. Per Ohio Revised Code 6103.02, delinquent water and sewer charges can be assessed to the County Auditor to be collected on their Real Estate property tax duplicate, and

**WHEREAS,** The delinquent billing amounts shall be submitted to the County Auditor to be collected on their property tax duplicate.

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

**Section 1.** That the attached list is herewith and hereby accepted as the list specifying the outstanding water and sewer billing arrearages.

**Section 2.** That the Clerk of the Board shall, immediately upon passage of this Resolution by the Board of Fairfield County Commissioners, submit the list to the County Auditor for collection on the property tax duplicate.

**WHEREFORE, the undersigned Commissioners have caused this Resolution to be duly executed and to be effective as of the Effective Date entered below.**

Prepared by: Joshua TC Anders  
cc: Utilities

To the Auditor of Fairfield County, Ohio:

This is to certify that a special assessment was made against the following described real estate, situate in Fairfield County; said water/sewer assessment was made for the below subdivision and the same remains unpaid, and the County Auditor is hereby authorized and directed to place said assessment on the Tax Duplicate for the year **2025**, against the following real estate, to wit:

OWNER NAME	Property Street	Property CITY STATE ZIP	PARCEL	Service	Deposit Account	Subdivision	Total Due
ALLEN, TREVOR	9419 CIRCLE DR E	PICKERINGTON, OH 43147	0360046200	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$42.65</b>
LAMICHANEY, PABITRA	11656 STREAMSIDE DR	PICKERINGTON, OH 43147	0360250800	W/S	12504623 434000 UWCHG	EASTON VILLAGE	<b>\$63.22</b>
STULTZ, JERRY	8786 WINDING CREEK WAY	PICKERINGTON, OH 43147	0360638300	W/S	12504623 434000 UWCHG	TERRACE RIDGE CONDO	<b>\$78.59</b>
YARISH, RICHARD & TINA	13570 SUDBURY PL	PICKERINGTON, OH 43147	0360398300	SEWER	12504429 434000 SEWCHG	STURBRIDGE MEADOWS	<b>\$89.83</b>
HORNCO PROPERTIES	4460 OLD COLUMBUS RD	CARROLL, OH 43112	0130092300	W/S	12504623 434000 UWCHG	GREENFIELD	<b>\$104.13</b>
RYAN, THOMAS & COURTNEY	13179 COVENTRY AVE	PICKERINGTON, OH 43147	0360371100	W/S	12504623 434000 UWCHG	SUMMERFIELD	<b>\$120.14</b>
BUCHANNON, JASMIN	10447 WEXFORD CT NW	PICKERINGTON, OH 43147	0360216600	W/S	12504623 434000 UWCHG	SUMMERFIELD	<b>\$151.54</b>
KARGBO, POSSEH	9995 HOUNSDALE DR	PICKERINGTON, OH 43147	0360341900	W/S	12504623 434000 UWCHG	SUMMERFIELD	<b>\$155.75</b>
BRC DISPOSITION LLC	2975 PLEASANT DR NE	LANCASTER OH 43130	0270152500	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	<b>\$169.55</b>
RAI, RUDRA	9589 REFUGEE RD	PICKERINGTON, OH 43147	0360056800	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$184.95</b>
TUREN, KWAN & DAWN	8730 BLACKLICK-EASTERN RD	PICKERINGTON, OH 43147	0360080100	W/S	12504623 434000 UWCHG	CHEVINGTON WOODS	<b>\$185.59</b>
EVANS, JOSHUA	11760 COVENTRY AVE	PICKERINGTON, OH 43147	0360345000	W/S	12504623 434000 UWCHG	SUMMERFIELD	<b>\$216.78</b>
DUNN MONIQUE	8272 WOODSTREAM DR NW	CANAL WINCHESTER, OH 43110	0360585700	W/S	12504623 434000 UWCHG	WOODSTREAM	<b>\$234.92</b>
MCCOMBS, DORINDA	12782 HARMON RD	PICKERINGTON, OH 43147	0360097800	W/S	12504623 434000 UWCHG	EASTCHESTER	<b>\$246.15</b>
ASHRAF, IMTIAZ	8853 CHATEAU DR	PICKERINGTON, OH 43147	0360410400	W/S	12504623 434000 UWCHG	COUNTRYWOOD	<b>\$258.33</b>
HUMPHREY, DELAYNE	932 HILL RD N	PICKERINGTON, OH 43147	0360052100	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$258.65</b>
JOHNSON, LANDON	10062 MELODY LN	PICKERINGTON, OH 43147	0360053900	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$271.62</b>
DAVIS, ELIZABETH	11338 ANN DR	BALTIMORE, OH 43105	0220109600	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	<b>\$306.76</b>
SMITH, NICOLE	11755 KENNINGTON SQ E	PICKERINGTON OH 43147	0360194200	W/S	12504623 434000 UWCHG	HUNTINGTON HILLS	<b>\$309.37</b>
MILNER, SRY-MICHAEL	10020 MELODY LN	PICKERINGTON, OH 43147	0360054100	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$324.96</b>
LEFTWICH, SHANNEL	12887 BENTWOOD FARMS DR	PICKERINGTON, OH 43147	0360533700	W/S	12504623 434000 UWCHG	MALLARD POND	<b>\$335.91</b>
GOULD, KENTON	2968 PLEASANT DR	LANCASTER, OH 43130	0270150300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	<b>\$356.22</b>
HICKS, BRENT	11166 ANN DR	BALTIMORE, OH 43105	0220110400	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	<b>\$360.51</b>
RAI, RUDRA	9589 REFUGEE RD	PICKERINGTON, OH 43147	0360056800	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$393.71</b>
STEVENS, DUSTYN	940 HILL RD N	PICKERINGTON, OH 43147	0360052000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$405.06</b>
AVERS, GAYLE	9695 SHALEMAR DR	PICKERINGTON, OH 43147	0360059800	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$405.06</b>
STICKNEY, GREG	12043 HARMON RD	PICKERINGTON, OH 43147	0360288700	W/S	12504623 434000 UWCHG	WOODSFIELD	<b>\$460.80</b>
DEBOLT, RENEE	9667 TAYLOR CT	PICKERINGTON, OH 43147	0360048000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$464.01</b>
YOUNG, SHANE	11290 STOUTERTOWN RD	BALTIMORE, OH 43105	0220106300	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	<b>\$475.85</b>
MERRIMAN, SAM	8790 BLACKLICK-EASTERN RD	PICKERINGTON, OH 43147	0360080500	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS	<b>\$475.85</b>
HINES, DAVID & MOLLY	2224 SCENIC DR NE	LANCASTER, OH 43130	0270108500	SEWER	12504429 434000 SEWCHG	EARL PETERS	<b>\$475.85</b>
FOUT, RICHARD	11590 MEADOW AVE	PICKERINGTON, OH 43147	0360039300	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$487.60</b>
GOULD, KENTON	2968 PLEASANT DR	LANCASTER, OH 43130	0270150300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	<b>\$496.21</b>
NEIGHBORGALL, ERIC & BETSY	2837 PLEASANT DR	LANCASTER, OH 43130	0270143200	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	<b>\$497.63</b>
HALLER, JAMIE	9455 CIRCLE DR E	PICKERINGTON, OH 43147	0360046000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$505.28</b>
LAWRENCE, JOSHUA & CHANNING	9718 SHALEMAR DR	PICKERINGTON, OH 43147	0360058000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$573.44</b>

COOK, AARON	1442 RAINBOW DR	LANCASTER, OH 43130	0270106200	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$575.85
WILEY, LYNN JR.	11589 MILNOR RD	PICKERINGTON OH 43147	0360204000	W/S	12504623 434000 UWCHG	EASTON VILLAGE	\$606.52
MOSS, NEIL	9596 GRANDVIEW AVE	PICKERINGTON, OH 43147	0360051100	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$617.02
DAUGHTERY, JOSHUA	966 HILL RD NW	PICKERINGTON, OH 43147	0360051700	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$646.79
MCCLERNON, KELLY	9743 MERRY LN	PICKERINGTON, OH 43147	0360062900	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$662.47
POSTAGE-GOWINS, TINA	9581 MERRY LN	PICKERINGTON, OH 43147	0360063800	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$705.76
MARSHALL, CATHY	9700 SHALEMAR DR	PICKERINGTON, OH 43147	0360057900	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$721.03
ZIPF, STEVE	9814 GRANDVIEW AVE	PICKERINGTON, OH 43147	0360041700	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$776.50
VANFOSSEN, CARL & ELAINE	7883 PICKERINGTON RD	CANAL WINCHESTER, OH 43110	0360165300	SEWER	12504429 434000 SEWCHG	JEFFERSON WOODS	\$779.94
SUBER, KATHERYN	12894 EASTCHESTER RD	PICKERINGTON, OH 43147	0360101500	SEWER	12504429 434000 SEWCHG	EASTCHESTER	\$780.68
GUILFORD, ALETA	13450 CHEVINGTON DR NW	PICKERINGTON, OH 43147	0360110400	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS SOUTH	\$780.68
CANNON, JULIE	2731 PRIME AVE	LANCASTER, OH 43130	0270152900	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$787.66
WHITEHEAD, LAURA	3035 MEADOWBROOK DR	LANCASTER, OH 43130	0270067500	SEWER	12504429 434000 SEWCHG	TIPPLES LAKESIDE ESTATES	\$795.85
JABEEN, FARHAT	9715 REFUGEE RD	PICKERINGTON, OH 43147	0360056100	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$821.70
ADERMAN, BETSY E.	9739 TAYLOR CT	PICKERINGTON, OH 43147	0360045600	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$923.91
LEAS, CHRISTOPHER & KARIE	12705 MILNOR RD	PICKERINGTON OH 43147	0360092300	SEWER	12504429 434000 SEWCHG	MILNOR RD	\$925.85
ZANG, JOHN & SHELLY	9928 CIRCLE DR WEST	PICKERINGTON OH 43147	0360054800	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$941.60
RODRIGEZ, CHRISTOPHER	2761 PLEASANT WAY	LANCASTER, OH 43130	0270144500	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$969.51
CHRITCHFIELD, RICHARD	9733 REFUGEE RD	PICKERINGTON, OH 43147	0360056000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	\$971.07
KRAMER, CHRYSTAL & SHUGERT JR., N	2911 PLEASANT DR NE	LANCASTER OH 43130	0270143500	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$973.68
BROWN, PHILLIP & LUANA	2080 PLEASANT VIEW DR NE	LANCASTER, OH 43130	0270106500	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
KONKLER, ISABEL	2200 SUNNYHILL DR	LANCASTER, OH 43130	0270110200	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
MORGAN, DENISE	1215 HILLBROOK DR	LANCASTER, OH 43130	0270111500	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
KLINE, ELLEN	1401 HILLBROOK DR	LANCASTER, OH 43130	0270116800	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
GARNER, RODNEY & PEGGY	2709 PLEASANT WAY NE	LANCASTER, OH 43130	0270144700	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
CORN, CHRIS	2888 PLEASANT DR	LANCASTER, OH 43130	0270146000	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
MARCINKO, MARY	2102 SCENIC DR	LANCASTER, OH 43130	0270108100	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
FRAZIER, KYLE	2803 PLEASANT WAY NE	LANCASTER, OH 43130	0270144300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
LINSCOTT, BILL & CRYSTAL	2845 LUCKS ST	LANCASTER, OH 43130	0270150600	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
HENTHORNE, AUSTIN	2661 LEA CT	LANCASTER, OH 43130	0270142400	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
SMITH, DAWN	2820 PLEASANT WAY	LANCASTER, OH 43130	0270153900	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
FIELDS, DAVID	2772 PLEASANT DR NE	LANCASTER, OH 43130	0270145300	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
LONAKER, CHARLES & LUELLA	2690 PLEASANT WAY NE	LANCASTER, OH 43130	0270143700	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	\$975.85
BURWELL, GARY & AMY	1332 RAINBOW DR	LANCASTER, OH 43130	0270105600	SEWER	12504429 434000 SEWCHG	EARL PETERS	\$975.85
SWARTZ, DAVID	3328 MEADOWBROOK DR	LANCASTER, OH 43130	0270069900	SEWER	12504429 434000 SEWCHG	TIPPLES LAKESIDE ESTATES	\$975.85
FISH, PJ	13520 DAYSPRINGS WAY	PICKERINGTON, OH 43147	0360075300	SEWER	12504429 434000 SEWCHG	DAYSPRINGS	\$975.85
ESTATES AT LAKE FOREST LLC	12646 MILNOR RD	COLUMBUS, OH 43221	0360936400	SEWER	12504429 434000 SEWCHG	MILNOR RD	\$975.85
HANSCHU JR., RICHARD & KIMBERLY	7618 CUMBERLAND CIR	CANAL WINCHESTER, OH 43110	0360522300	SEWER	12504429 434000 SEWCHG	JEFFERSON FARMS	\$975.85
LARE, JEFF	7587 CUMBERLAND CIR	CANAL WINCHESTER, OH 43110	0360521000	SEWER	12504429 434000 SEWCHG	JEFFERSON FARMS	\$975.85
WOLFE, MICHELLE	11804 WOODBRIDGE LN	BALTIMORE, OH 43105	0220115800	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$975.85
GARRISON, ROBIN & JENNIFER	11501 WOODBRIDGE LN	BALTIMORE, OH 43105	0220119200	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	\$975.85
RAHE, MARY	11540 STODDERTOWN RD	BALTIMORE, OH 43105	0220095950	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$975.85
SOLOVE, VERNA I.	11110 STODDERTOWN RD	JASPER, AL 35501-5439	0220106900	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	\$975.85

OHLINGER, LLOYD & KAREN	11185 STODERTOWN RD	BALTIMORE, OH 43105	0220120700	SEWER	12504429 434000 SEWCHG	POPLAR HEIGHTS	<b>\$975.85</b>
KIRBY, AMY L.	6045 REFUGEE RD	BALTIMORE, OH 43105	0360000800	SEWER	12504429 434000 SEWCHG	HOMESTEAD ACRES	<b>\$975.85</b>
HATFIELD, SUSAN	11679 WOODBRIDGE LANE	BALTIMORE, OH 43105	0220117600	SEWER	12504429 434000 SEWCHG	COVERED BRIDGE ESTATES	<b>\$975.85</b>
DAINS, THOMAS	13877 INDIAN MOUND RD	PICKERINGTON, OH 43147	0360124600	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS NORTH	<b>\$975.85</b>
CULLEY, MARY	8550 MOHAWK TRAIL NW	PICKERINGTON, OH 43147	0360147000	SEWER	12504429 434000 SEWCHG	NEW ENGLAND ACRES	<b>\$975.85</b>
CHAMBERS, BRIAN & PAMELA	13893 WOODS EDGE CT NW	PICKERINGTON, OH 43147	0360134200	SEWER	12504429 434000 SEWCHG	CHEVINGTON WOODS	<b>\$975.85</b>
EVANS, JOSEPH & MARCIA	2677 PLEASANT WAY	LANCASTER, OH 43130	0270141800	SEWER	12504429 434000 SEWCHG	PLEASANT LEA	<b>\$975.93</b>
GIALLUCA, WILLIAM & DIANE	9571 REFUGEE RD	PICKERINGTON, OH 43147	0360056900	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$988.76</b>
PYLES, RICK	9819 MERRY LN	PICKERINGTON, OH 43147	0360062300	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$1,183.33</b>
AVERS, GAYLE	9573 CIRCLE DR	PICKERINGTON, OH 43147	0360044000	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$1,209.33</b>
DAVITIAN, EMIL	9734 MERRY LN	PICKERINGTON, OH 43147	0360061700	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$1,259.98</b>
CHASTEEN, MAUREEN	9982 CIRCLE DR	PICKERINGTON, OH 43147	0360054500	SEWER	12504429 434000 SEWCHG	MINGO ESTATES	<b>\$1,283.56</b>
BIIDI INVESTMENTS LLC	830 REFUGEE RD	COLUMBUS, OH 43228	0410386951	W/S	12504623 434000 UWCHG	COMMERCIAL MINGO	<b>\$1,559.82</b>
FALCON FOUR PROPERTY HOLDING LL	10270 BLACKLICK-EASTERN RD	HILLARD, OH 43026	0360073300	W/S	12504623 434000 UWCHG	COMMERCIAL	<b>\$2,554.13</b>
TATSING, SALLY	6959 OPTIMARA DR	PICKERINGTON, OH 43147	0360616200	W/S	12504623 434000 UWCHG	VIOLET MEADOWS	<b>\$5,606.13</b>
						Total	<b>\$71,627.16</b>

Resolution No. 2025-09.30.p

A Resolution to Assess 2025 Water and Sewer Delinquencies

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



**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 October 2, 2025.

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

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**Section 1.** That the 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: 2876 - FISCAL RECOVERY (ARP)									
5437212	10/2/2025	7002	MOTOROLA SOLUTIONS INC	1187155976	9/19/2025	24005255	C0930	Fairfield Center PSAP project	111,788.30
FUND: 3435 - PERMANENT IMPROVEMENT FUND									
5437212	10/2/2025	7002	MOTOROLA SOLUTIONS INC	1187155976	9/19/2025	24005255	C0930	Fairfield Center PSAP project	6,245.70
TOTAL: COMMISSIONERS ADMIN									118,034.00

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									
5437211	10/2/2025	1029	GARLAND COMPANY INC	427852417084	9/10/2025	24007029	C0930	239 E MAIN - ROOF	210,273.65
TOTAL: COMM-MAINTENANCE									210,273.65
Summary Total for this report:									328,307.65

FAIRFIELD COUNTY OHIO - INVOICES BY DEPARTMENT - SUMMARY

Department	Total Amount
1200 - COMMISSIONERS ADMIN	\$118,034.00
1270 - COMM-MAINTENANCE	\$210,273.65
Summary Total For This Report:	\$328,307.65

Commissioner Steven A. Davis

Commissioner Jeffery M Fix

Commissioner David L Levacy

Date

Resolution No. 2025-09.30.q

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.

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