

**Regular Meeting #42 - 2023**  
**Fairfield County Commissioners' Office**  
**October 3, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Davis called the meeting to order, and the following Commissioners were present: Dave Levacy, Jeff Fix, and Steve Davis. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Treasurer, James Bahnsen; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutor Austin Lines; Budget Director, Bart Hampson; JFS Deputy Director, Heather O'Keefe; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Tiffany Wilson, Family Adult and Children First Manager; ADAMH Executive Director, Marcy Fields; ADAMH Program Coordinator, Miranda Gray; Lt. Joe Boring; IT Service Desk Supervisor, James Gordon; and Computer Support Specialist, Eugene McCollough. Also Present: Stephanie Taylor, Barb Martin, Francis Martin, Sherry Pymmer, Ray Stemen, Judy Stemen, Brandy Marshall, Josephine Price, and Tim Kneisley.

Attending virtually: Jacqui Pazaropoulos, Connie Vargo, Shelby Hunt, Belinda Nebbergall, Jeffrey Barron, Sara Madenwald, Michael Kaper, Gregory Forquer, Stacy Hicks, Lynette Barnhart, Toni Ashton, Jared Collins, Jaqueline Howard, Becky Belleau, Jeanie, Shanda Wyrick, Arika Farrar, Tony Vogel, Alex Lopez, Ashley Arter, and Brittney Lee.

**Welcome**

Commissioner Davis opened the meeting by welcoming everyone in attendance and asked Administrator Cordle if she would like to introduce the newest Regional Planning Commission (RPC) employee.

Ms. Cordle introduced Josh Hillberry and added that Mr. Hillberry grew up in Fairfield County and attended the University of Cincinnati.

Mr. Hillberry stated that he is very happy to be a part of the RPC team.

**Listen & Learn, Homeless Outreach**

Miranda Gray, Marcy Fields, Tim Hubbell, and Kerry Dreyer

Miranda Gray, ADAMH Program Coordinator, introduced herself and provided a PowerPoint which is included in the minutes.

Tim Hubbell from Lutheran Social Services (LSS) spoke about the four core societal issues for homeless individuals: food, shelter, safety, and healing. He added that LSS focuses on emergency shelter, recovery housing, psychiatric after care housing, Veteran's services, and a food pantry.

Ms. Gray stated that ADAMH has thirteen "network of care" agencies that provide services for all ages. She also spoke about how the committee on homelessness was started and about how Mr. Hubbell's position came to fruition. She stated that the ADAMH board put out an RFP for an outreach team and that LSS applied and was awarded the contract.

Mr. Hubbell spoke about progressively engaging the individuals he assists. He stated that individuals who are homeless usually do not initially trust others so he works to connect them with services and resources, and often provides minor first aid. He added that he works closely with community partners and tries to engage homeless individuals with family members.

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Ms. Gray spoke about a survey, that concluded in September, to determine the number and types of services needed. She added that that Mr. Hubbell has done what they call “a point in time count” which provides the numbers of individuals that are homeless.

Mr. Hubbell stated that at one point there were 142 homeless individuals in Fairfield County.

Commissioner Davis asked if homelessness was a choice for most homeless individuals.

Mr. Hubbell replied that it is a choice for only a small percentage of homeless individuals.

Commissioner Davis asked about safety issues for those engaging homeless camps.

Mr. Hubbell stated that he has always been welcomed and has not experienced any violence. He added that there are about sixty documented camps in Fairfield County and that homeless individuals stay close to bike paths, rivers, and railways.

Commissioner Fix asked if there are homeless individuals in other parts of Fairfield County.

Mr. Hubbell stated that he stays in communication with other communities in Fairfield County and has not received any information regarding homeless individuals and encampments outside of the Lancaster area. He added that he works with camps to keep their areas clean.

Ms. Gray spoke about the impact that Mr. Hubbell has made and added that ADAMH and LSS are working to grow the assistance program. She stated that they would like to have peer support and case management programs added and that they continue to look for funding through grants. Ms. Gray said that ADAMH continues to see a lot of mental health and drug abuse challenges but that not all homeless persons are inflicted with these issues.

Mr. Hubbell spoke about a homeless individual with mental health challenges that has received assistance and is doing much better.

Commissioner Fix asked if there are children within the homeless population.

Mr. Hubbell replied that he is hearing that the children of homeless individuals are staying with other family members.

Commissioner Davis stated there is a concern that providing more services and engagement makes it more attractive for homeless individuals to camp in the area and asked if Mr. Hubbell had a sense that they may want to come to the Lancaster area because we are doing more for people.

Mr. Hubbell said that some individuals come from peripheral counties and that it is his experience that they initially come to Fairfield County because of a family member or friend.

Commissioner Davis asked ADAMH and LSS to provide continued updates and added that the Commissioners hearts are broken for individuals experiencing homelessness.

Ms. Gray spoke about H.O.V.E.R., the Homeless Outreach Vehicle with Empathetic Response; named by Mr. Hubbell. Ms. Gray also spoke about the \$3M of ARP funding allocated to ADAMH for housing by the Commissioners and added that the goal is to engage people in services and then get them into housing. She also added that the Venture Place project is a piece of that puzzle and that ADAMH will present more on that project in the near future.

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Commissioner Fix stated that the first step in solving a problem is understanding it. He added that the number of homeless individuals is larger than he had thought but that it is important to have a starting point for working on solutions.

Commissioner Levacy thanked Mr. Hubbell and added that helping homeless individuals can be more difficult than imagined. He asked about the level of difficulty in finding places for these individuals to shelter.

Ms. Gray said that there are only a certain number of shelter beds and added that the area lacks affordable housing. She added that some individuals have caused trouble at a shelter and are therefore not allowed to return to it.

Commissioner Davis said that there are people that may wonder how they can help.

Ms. Gray stated that LSS can accept donations.

LSS Director, Kerry Dreyer, stated that financial donations are always helpful. She added that Mr. Hubbell finds that individuals are willing to go into a shelter and then there is no shelter bed available. Ms. Dreyer added that the Shelter is always looking for people or groups to provide meals.

Mr. Hubbell added that they are always looking for socks and first aid items, as well as hats, gloves, and coats.

Commissioner Davis asked that LSS stay in contact with Ms. Cordle and added that the Commissioners will find avenues to help. He added that it is difficult to find political footing on the topic of homelessness but that they have a heart for the issue and those affected.

**Mid-Ohio Regional Planning Commission (MORPC) Update**

William Murdock, Eileen Leuby, and Joseph Garrity

MORPC Executive Director, William Murdock spoke about the Board of Commissioners' engagement with MORPC and the strength of Fairfield County. Mr. Murdock introduced Joseph Garrity, MORPC's Senior Director of Government Affairs, and Eileen Leuby, MORPC's Membership Services Officer. Mr. Murdock also spoke about the importance of "paying it forward" and added that there have been many questions about major economic development announcements. He continued by speaking about population trends and added that the birth rate and death rate are almost balanced and that birth rates are continuing to trend down. Mr. Murdock spoke about the migration of folks to Fairfield County and stated that the projected population of the county for the year 2050 is over 214,000.

Commissioner Davis stated that some people believe we are undershooting the population projection.

Mr. Murdock replied that the anticipation is that growth will be faster over the next decade than it was over the last. He added that they are watching the projections because the birth rate has dropped and spoke about the Metropolitan Transportation Plan. He also spoke about Rick Szabrak's leadership in programs that are connecting people to transportation and added that the 70 and 256 interchange is a top rural project in which MORPC is advocating for assistance through the Central Ohio Rural Planning Organization (CORPO.)

Commissioner Fix expressed that the 70 and 256 interchange at Taylor Rd. is a priority project.

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Mr. Murdock summarized the MORPC summer internship program, a water quality study, rail transportation, housing, and MORPC's yearly summit on sustainability. He added the following:

- MORPC has a program with a pool of planners that can be loaned out to entities.
- The Ohio EPA is expected to take steps based on water quality, availability, and distribution results from the water quality study. The Ohio EPA will also look at possible sewer issues.
- MORPC anticipates they will hear from the Ohio Rail Development Commission in November regarding rail crossing eliminations and that there is a rail opportunity that would extend rail transportation service from Chicago to Pittsburgh, through Columbus.
- MORPC's regional housing strategy initiatives are advance access, connect, health topics and more.
- MORPC hosts a yearly summit on sustainability. This year it is in October and the title/theme is, "Collaborate. Innovate. Inspire."
- MORPC hosts rural service strategy workshops, and in July they were at Buckeye Lake.

Joseph Garrity spoke about advocating for funding for counties, villages, cities, and townships in Central Ohio. He added that Central Ohio usually gets \$26M but with the passing of the operating budget this year, entities may receive more state funding. He added that there is a Strategic Community Investment Fund and MORPC is happy to advocate for funding on behalf of entities in Central Ohio. He also spoke about the raising of the competitive bidding threshold and the Low Income Housing Tax Credit. Mr. Garrity added that MORPC facilitates the Central Ohio Defense Group and that they are working to create an intergovernmental support agreement. He also added that MORPC facilitates the Columbus Region Coalition which endorses 16 different community projects and advocates for federal funding for those projects.

Mr. Murdock concluded by speaking about the MORPC salary and fringe benefit survey and Money Mondays where MORPC sets aside time for finding money for local governments. He added that they host regional forums and sessions to talk about "bread and butter" issues.

Commissioner Levacy stated that the county has a great relationship with MORPC.

Commissioner Fix stated his appreciation for MORPC's openness and willingness to meet on issues and for their level of engagement.

Commissioner Davis spoke about meeting with Lancaster Fairfield Transit (Transit) employees and the resolutions of intent passed by both entities to transfer governance. He added that Transit is needed in the entire county and that with Lancaster governing Transit they had to focus on city boundaries. The Commissioner also spoke about rural transit impediments.

### **Introduction of New Employee**

IT Service Desk Supervisor, James Gordon, introduced the newest member of the IT team, Eugene McCollough, a Computer Support Specialist.

Mr. McCullough stated he had twenty years of IT experience and was happy to be working for Fairfield County.

### **Public Comments**

Ray Stemen of Lancaster spoke about the Pledge of Allegiance and about how God and prayer have been removed from schools.

Judy Stemen said she is for affordable taxation and spoke about roles of leadership.



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Stephanie Taylor with Habitat for Humanity of Southeast Ohio (Habitat) spoke about Habitat's partnerships with ADAMH and LSS and added that the Pleasantville home will be dedicated on October 19<sup>th</sup>. She further added that Habitat will be honoring women in construction the last week of October and that the third annual project playhouse event was held the previous week at the Fairfield County Workforce Center.

Tim Kneisley of Pleasantville stated his opposition to industrial solar panels and spoke about the possible contamination of farmland. He added that there should be specific places for solar panels.

Nick Fundrum stated that he believes America is the greatest country in the world and spoke about rights of Americans. He added that Americans have the right to speak and bear arms, and that they also have property rights; and that the rights of Americans should be protected.

Sherry Pymer of Walnut Township said she believes in property rights, but that people must follow zoning regulations. She also spoke about solar electricity being sold and added that Amazon is buying the power from seventeen Ohio solar farms and one wind farm.

**Legal Update**

Amy Brown-Thompson spoke about the increase to the competitive bidding threshold and a January CRMS training that will include contract routing form updates.

**County Administration Update**

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

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28.8M has been appropriated, \$15.4M expended, \$4.6M encumbered or obligated.

*ADAMH*

The CCAO and the Ohio Association of Behavioral Health Authorities have recommended changing the ADAMH Board appointments based on changes in HB 33. Our ADAMH Board consists of 14 board members and currently 8 of those are appointed by the Board of Commissioners. The recommendation is to have the Board of Commissioners appoint 9 to comply with the new 2/3 requirement.

*Visitation Center Open House*

Please join us for the Visitation Center Open House. This property has been remodeled to meet the needs of the Visitation Center. Thank you to the Facilities team for their outstanding work on this project.

*Healthy Aging Grants*

The Ohio Department of Aging (ODA) is pleased to announce that the application window for the new Healthy Aging Grants program is now open and available for county officials to access through the Ohio Grants Portal. This process was completed

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this morning. This was just a registration process to access the funds. Fairfield County will receive \$359,409.

The Healthy Aging Grants will provide funding at the county level to support the creation of new programs or bolster existing programs that focus on delivering the vital services and supports necessary to keep at-risk aging Ohioans in their homes and communities for as long as possible.

We are evaluating the terms and conditions of the grants and will then determine how we will get this money out in the community.

*County Purchasing Law Changes Effective October 1*

1. Increasing the cost threshold for competitive bidding to \$75,000, with annual adjustments starting January 1, 2025
  - A new prosecutor's office routing form has been uploaded to CRMS to reflect this change. Thank you to Amy Brown Thompson.
  - There will be a resolution for the Commissioners consideration to increase the administrative approval threshold to match to new competitive bidding level of 75,000.
2. Allowing the county to accept construction bids up to 20% above the architect's cost estimate
3. Changing county credit card law to allow purchases of goods or services
  - We just received guidance from CCAO on policy development for this area.
  - We will review and include the Auditor and Prosecutor offices in this evaluation.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 24 resolutions on the agenda for the voting meeting.

Resolutions of note:

- County Engineer, Jeremiah Upp has a resolution to approve the scheduling of an annual township trustee and county authorities meeting to discuss construction and repair of roads and bridges within Fairfield County.
- Facilities has a resolution approving the construction agreement and bid award with McKee Paving and Sealing, LLC, for the Workforce Center parking lot's expansion and repairs.
- Facilities also has a resolution to authorize the approval of a lease agreement with the State of Ohio Department of Public Safety for a Deputy Registrar location at the Fairfield Center.
- Utilities has a resolution to authorize the purchase of two work trucks to replace trucks in their fleet.

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- In addition to the 24 resolutions, we will have one additional resolution to adjust the personnel policy manual to allow for increased vacation pay-out based upon what an employee accrues in a year as well as adjusting the merit-based rating scale to reflect a 5% increase for those the exceed the standard, 3% for those that meet the standard, and 1% for those that partially meet the standard. The merit levels will continue to be evaluated on an annual basis.

**Budget Review**

- Bart Hampson thanked elected officials, department heads and fiscal personnel for their fiscal support throughout the 2024 Budget process.

**Calendar Review/Invitations Received**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - Regional Planning Commission Meeting, October 3, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - Fairfield County Fair Ground Opening, October 9, 2023, 8:00 a.m., Feeder Creek Show Arena, 157 W. Fair Ave, Lancaster
  - Essex Groundbreaking, October 10, 2023, 11:30 a.m., Corner of N. Columbus and Mulberry St., Lancaster
  - Mid-Ohio Regional Planning Commission, “Big Table Big Ideas” Conversation, October 11, 2023, 6:00 p.m., MORPC, 111 Liberty St., Columbus
  - Fairfield County Jr. Fair Livestock Sale, October 12, 2023, 5:00 p.m., and October 13, 2023, 10:00 a.m., Fairfield County Fairgrounds, Feeder Creek Vet Show Arena, 157 E. Fair Ave., Lancaster
  - Ohio Means Jobs Fairfield County Job Fair, October 19, 2023, 4:00 p.m. - 6:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
  - CCAO/CEAO 2023 Winter Conference, December 6, 7, and 8, 2023, Hilton Columbus Downtown, 402 N. High St., Columbus

**Correspondence**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - State of Ohio’s 2022 Audit Management Letter, 2022 Fairfield County Audit Available at:  
[https://audits2.ohioauditor.gov/Reports/AuditReports/2023/Fairfield\\_County\\_22\\_Fairfield\\_FINAL.pdf](https://audits2.ohioauditor.gov/Reports/AuditReports/2023/Fairfield_County_22_Fairfield_FINAL.pdf)
  - County Auditor Brown’s Noted Responses to State of Ohio’s 2022 Audit Management Letter
  - County Commissioners Association of Ohio, September 27, 2023, Email, Subject: Modifications to County Purchasing Laws Take Effect October 3
  - County Commissioners Association of Ohio’s State Operating Budget Overview, Fiscal Year 2024-2025, H.B. 33 of the 135th General Assembly, CAB 2023-04, Hardcopy Provided

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- News Release, Office of County Auditor, September 27, 2023, "Fairfield County Auditor's Office Introduces Code of Conduct"
- Lancaster Eagle Gazette, by Jeff Barron, September 29, 2023, "County Commissioners Delay Implementing Controversial Land Use Plan Until Next Year"
- Memo from Dr. Carri Brown, County Auditor, September 28, 2023, Subjects: Revenue Budget Update; New Tax Exemption Possibilities; Customer Service & Public Records Request Statistics Update; and The Ledger
- From the Office of the County Auditor, "Wins of the Week!"
- Ohio Division of Liquor Control Liquor Permit Transfer, Permit 9275132 to Permit 0040744
- Notice from City of Lancaster Board of Zoning Appeals of BZA Hearing, BZA Case No. 680, October 9, 2023, 2:00 p.m., Lancaster City Hall, 104 E. Main St., Second Floor, 1897 Room, Lancaster
- Letter from Woda Cooper Development, Inc., Re: Sells Greene, a Residential Rental Development and Plans to Apply for Multifamily Funding Programs through the Ohio Housing Finance Agency
- Letter from LDG Development, regarding: Emerald Place, a Residential Rental Development and Plans to Apply for Multifamily Funding Programs through the Ohio Housing Finance Agency
- Notice from the City of Canal Winchester of Planning and Zoning Commission Public Hearing, Application #ZM-23-001, October 9, 2023, 7:00 p.m., Canal Winchester City Hall, 45 East Waterloo St., Canal Winchester
- From the Office of the County Auditor, the October Map of the Month
- Auditor's Ledger: News from the County Auditor's Office, October 2023

**Old Business**

Commissioner Levacy spoke about awards received by Rick Szabrak and the Economic and Workforce Development Team.

Commissioner Fix spoke about the Comprehensive Land Use Plan and connecting with village and townships regarding the plan. The Commissioner stated he had already met with the Village of Amanda and that he has been receiving appreciative responses regarding communications about the plan.

Commissioner Levacy spoke about the Fairfield County Fair opening and spoke about his excitement and appreciation for the fair.

**New Business**

Commissioner Davis spoke about assisting an elderly lady in moving to Klamath Falls, Oregon. He added that he drove a 26 foot U-Haul and that he was happy to assist her in fulfilling her dream of living in Oregon. He said the week of the move was a success for many reasons.

Treasurer Bahnsen spoke about the County Treasurers' meeting that he had hosted at the Fairfield County Workforce Center and added that the Treasurers toured the Workforce Center and Rock Mill. He also added that he received a lot of great feedback and that a lot of great ideas were shared.

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Engineer Upp spoke about his employees and said that he has good people working for him. He added that the Engineer's Office is having their annual "Road"eo where they get the trucks out to see if any need repairs and run the equipment through an obstacle course.

Auditor Brown spoke about zoning reform and tax exemption opportunities for those that purchase property. She also spoke about discussions around policy change and budget bills and about her office's new Map of the Month which contains information on Rock Mill Work and the Cross ancient earthworks.

**Regular (Voting) Meeting**

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Attending virtually: Jacqui Pazaropoulos, Connie Vargo, Shelby Hunt, Belinda Nebbergall, Jeffrey Barron, Sara Madenwald, Michael Kaper, Gregory Forquer, Stacy Hicks, Lynette Barnhart, Toni Ashton, Jared Collins, Jaqueline Howard, Becky Belleau, Jeanie, Shanda Wyrick, Arika Farrar, Tony Vogel, Alex Lopez, Ashley Arter, and Brittney Lee.

**Pledge of Allegiance**

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

**Announcements**

Ms. Menningen announced that resolution 2023-10.03.y would be presented after the reading of resolutions on the agenda.

**Approval of Minutes for September 26, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 19, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

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

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

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- 2023-10.03.a      A resolution authorizing a fund-to-fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2023 Allocation.
- 2023-10.03.b      A resolution authorizing a fund-to-fund transfer for the 4th Quarter 2023 Allocation for the Multi County Juvenile Detention Center.
- 2023-10.03.c      A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2023 Allocation.

Roll call vote of the motion resulted as follows:

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

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

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

- 2023-10.03.d      A resolution approving an account to account transfer in a major object expenditure category for the Fund # 2066 Fairfield County ADAMH Board.
- 2023-10.03.e      A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2066, Fairfield County ADAMH Board.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from the Fairfield County Auditor's Office – Real Estate**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor's Office – Real Estate:

- 2023-10.03.f      A resolution authorizing a memo expense memo receipt for the 2022 Reimbursement of agency share of Fairfield County Base Mapping Program 2020-2025 for fund 2443 – REA Department.

Roll call vote of the motion resulted as follows:

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

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

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

- 2023-10.03.g      A resolution to request appropriations for receipts for EMA Special Revenue Fund 2090.

Roll call vote of the motion resulted as follows:

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

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**Approval of Resolutions from the Fairfield County Engineer's Office**

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

- |              |  |
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| 2023-10.03.h | A resolution to Schedule an Annual Township Trustee Meeting.   |
| 2023-10.03.i | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for tax settlement expenses.          |
| 2023-10.03.j | A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. |

Roll call vote of the motion resulted as follows:

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

**Approval of Resolutions from Fairfield County Facilities**

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

- |              |  |
|--------------|--|
| 2023-10.03.k | A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with McKee Paving and Sealing, LLC.                    |
| 2023-10.03.l | A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio Department of Public Safety at The Fairfield Center. |

Roll call vote of the motion resulted as follows:

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

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

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

- |              |  |
|--------------|--|
| 2023-10.03.m | A resolution approving an account to account transfer Fund 2072 Public Assistance.   |
| 2023-10.03.n | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and All for You 126, Inc.                 |
| 2023-10.03.o | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Brighter Future for Youth, LLC, and Child Protective Services Department. |
| 2023-10.03.p | A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caregiver's Helpers, Inc., and Child Protective Services Department.      |
| 2023-10.03.q | A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and House of New Hope, Inc.               |

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- 2023-10.03.r      A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.
- 2023-10.03.s      A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Turning Point Residential Services, LLC.
- 2023-10.03.t      A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Young Star Academy, LLC.
- 2023-10.03.u      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018.

Roll call vote of the motion resulted as follows:

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

**Approval of a Resolution from Fairfield County Juvenile/Probate Court**

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

- 2023-10.03.v      A resolution approving an account-to-account transfer into a major expenditure object category fund #2036 Department of Youth Services.

Roll call vote of the motion resulted as follows:

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

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

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

- 2023-10.03.w      A resolution authorizing the purchase of two work trucks.

Roll call vote of the motion resulted as follows:

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

**Approval of the Payment of Bills**

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

- 2023-10.03.x      A resolution authorizing the approval of payment of invoices for departments that need the Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

**Presentation of an Additional Resolution**

The Clerk to the Board of Commissioners presented the following resolution:







# A G E N D A

## BOARD OF COMMISSIONERS

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

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

**Tuesday, October 3, 2023**  
**9:00 a.m.**

### 1. Review

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

### 2. Welcome

### 3. Listen & Learn, Homeless Outreach

Marcy Fields, Miranda Gray, Tim Hubbell, and Kerry Dreyer

### 4. Mid-Ohio Regional Planning Commission Update

Eileen Leuby, Joseph Garrity, and William Murdock

### 5. Public Comment

### 6. Legal Update

### 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Calendar Review/ Invitations Received
  - i. Regional Planning Commission Meeting, October 3, 2023, 5:30 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - ii. Fairfield County Fair Ground Opening, October 9, 2023, 8:00 a.m., Feeder Creek Show Arena, 157 W. Fair Ave, Lancaster
  - iii. Essex Groundbreaking, October 10, 2023, 11:30 a.m., Corner of N. Columbus and Mulberry St., Lancaster
  - iv. Mid-Ohio Regional Planning Commission, “Big Table Big Ideas” Conversation, October 11, 2023, 6:00 p.m., MORPC, 111 Liberty St., Columbus
  - v. Fairfield County Jr. Fair Livestock Sale, October 12, 2023, 5:00 p.m., and October 13, 2023, 10:00 a.m., Fairfield County Fairgrounds, Feeder Creek Vet Show Arena, 157 E. Fair Ave., Lancaster
  - vi. Ohio Means Jobs Fairfield County Job Fair, October 19, 2023, 4:00 p.m. - 6:00 p.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
  - vii. CCAO/CEAO 2023 Winter Conference, December 6, 7, and 8, 2023, Hilton Columbus Downtown, 402 N. High St., Columbus

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



# AGENDA

## BOARD OF COMMISSIONERS

### Commissioners:

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

### County Administrator

Aundrea N. Cordle

### Deputy County Administrator

Jeffrey D. Porter

### Clerk

Rochelle Menningen

#### e. Correspondence

- i. State of Ohio's 2022 Audit Management Letter, 2022 Fairfield County Audit Available at:  
[https://audits2.ohioauditor.gov/Reports/AuditReports/2023/Fairfield\\_County\\_22\\_Fairfield\\_FINAL.pdf](https://audits2.ohioauditor.gov/Reports/AuditReports/2023/Fairfield_County_22_Fairfield_FINAL.pdf)
- ii. County Auditor Brown's Noted Responses to State of Ohio's 2022 Audit Management Letter
- iii. Email from County Commissioners Association of Ohio, September 27, 2023, Subject: Modifications to County Purchasing Laws Take Effect October 3
- iv. County Commissioners Association of Ohio's State Operating Budget Overview, Fiscal Year 2024-2025, H.B. 33 of the 135th General Assembly, CAB 2023-04, Hardcopy Provided
- v. News Release, Office of County Auditor, September 27, 2023, "Fairfield County Auditor's Office Introduces Code of Conduct"
- vi. *Lancaster Eagle Gazette*, by Jeff Barron, September 29, 2023, "County Commissioners Delay Implementing Controversial Land Use Plan Until Next Year"
- vii. Memo from Dr. Carri Brown, County Auditor, September 28, 2023, Subjects: Revenue Budget Update; New Tax Exemption Possibilities; Customer Service & Public Records Request Statistics Update; and The Ledger
- viii. From the Office of the County Auditor, "Wins of the Week!"
- ix. Ohio Division of Liquor Control Liquor Permit Transfer, Permit 9275132 to Permit 0040744
- x. Notice from City of Lancaster Board of Zoning Appeals of BZA Hearing, BZA Case No. 680, October 9, 2023, 2:00 p.m., Lancaster City Hall, 104 E. Main St., Second Floor, 1897 Room, Lancaster
- xi. Letter from Woda Cooper Development, Inc., Re: Sells Greene, a Residential Rental Development and Plans to Apply for Multifamily Funding Programs through the Ohio Housing Finance Agency
- xii. Letter from LDG Development, Re: Emerald Place, a Residential Rental Development and Plans to Apply for Multifamily Funding Programs through the Ohio Housing Finance Agency
- xiii. Notice from the City of Canal Winchester of Planning and Zoning Commission Public Hearing, Application #ZM-23-001, October 9, 2023, 7:00 p.m., Canal Winchester City Hall, 45 East Waterloo St., Canal Winchester
- xiv. From the Office of the County Auditor, the October Map of the Month
- xv. *Auditor's Ledger: News from the County Auditor's Office*, October 2023

#### 8. Old Business

SERVE • CONNECT • PROTECT



# A G E N D A

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

**Commissioners:**

Steven A. Davis

Jeffrey M. Fix

David L. Levacy

**County Administrator**

Aundrea N. Cordle

**Deputy County Administrator**

Jeffrey D. Porter

**Clerk**

Rochelle Menningen

**9. New Business**

**10. Regular (Voting) Meeting**

**11. Adjourn**

**12. Land Bank, 11:00 a.m.**

**13. Visitation Center Open House, 2:00 p.m.**

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

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3 2023 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2023.**

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

**\$28,844,696.60 has been appropriated, \$15,446,053.07 expended, \$4,582,089.15 encumbered or obligated.**

<b>12Project/Category</b>		<b>As of 9/30/23 Appropriations</b>	<b>As of 9/30/23 Expenditure</b>	<b>As of 9/30/23 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,478,288.29	2,791,173.57	673,927.84
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	60,565.00	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,655,582.09	1,319,738.55	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	302,778.33	189,485.02	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,545,664.47</b>	<b>5,403,098.88</b>	<b>673,927.84</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	0.00	0.00

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3 2023 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2023.**

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<b>Project/Category</b>		<b>As of 9/30/23 Appropriations</b>	<b>As of 9/30/23 Expenditure</b>	<b>As of 9/30/23 Obligation</b>
R210e	ADAMH/LSS Housing Projects	3,000,000.00	0.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	160,178.00	146,829.87	13,348.13
R213a	Support for Agriculture and the Growing Community	45,000.00	35,000.00	10,000.00
R213b	Technical Assistance for Townships & Others	400,000.00	199,354.84	49,923.16
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	102,000.00	71,240.00	25,460.00
<b>Subtotal Negative Economic Impacts</b>		5,455,452.01	1,590,698.72	98,731.29
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	33,190.54	456,050.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	1,038,515.50	800,318.61	143,786.39

**Quarters 2,3, & 4, 2021 & Quarter 1,2,3 & 4 2022 & Quarter 1,2,3 2023 – American Rescue Plan Fiscal Recovery Funds, as of 9.30.2023.**

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<b>Project/Category</b>		<b>As of 9/30/23 Appropriations</b>	<b>As of 9/30/23 Expenditure</b>	<b>As of 9/30/23 Obligation</b>
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	0.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	659,000.00
R516a	Broadband, "Last Mile" Projects	500,000.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>6,875,890.50</b>	<b>1,373,404.15</b>	<b>2,660,786.39</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	400,000.00	337,984.72	62,015.28
R61c	Clerk of Courts Case Management	375,000.00	298,556.61	76,443.39
R61d	MARCS Tower Project	520,000.00	141,552.50	378,447.50
R61e	Dispatch Consoles	560,000.00	543,820.85	16,179.15
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,692,375.73	2,088,165.39	393,278.20
R61h	Community School Attendance Program	501,137.00	101,837.14	6,383.34
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	148,680.41	51,319.59
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00



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<b>Project/Category</b>		<b>As of 9/30/23 Appropriations</b>	<b>As of 9/30/23 Expenditure</b>	<b>As of 9/30/23 Obligation</b>
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	5,000.00	0.00	0.00
<b>R517a</b>	Beavers Field Utilities	49,900.00	20,896.18	24,756.00
<b>Revenue Loss</b>		9,487,812.08	6,726,071.97	1,148,643.63
<b>Administration</b>				
R71a	Administrative Expenses	412,415.82	285,317.63	0.00
<b>Subtotal Administration</b>		412,415.82	285,317.63	0.00
<b>Grand Total</b>		<b>\$28,844,696.60</b>	<b>\$15,446,053.07</b>	<b>\$4,582,089.15</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
SEPTEMBER 25, 2023 TO October 01, 2023

Fairfield County Auditor- Real Estate

- AA.09.25-2023.a An Administrative Approval for the transfer of a vehicle for Fairfield County Auditor, Real Estate Department [Auditor- Real Estate]

Fairfield County Commissioners

- AA.09.26-2023.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program [Commissioners]
- AA.09.27-2023.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$50,000 per invoice [Commissioners]

Fairfield County Economic & Workforce Development

- AA.09.27-2023.b An Administrative Approval authorizing the release of collateral from the Fairfield County Economic Development Administration Revolving Loan Fund Program RLF/EDA [Economic & Workforce Development]

Fairfield County Facilities

- AA.09.28-2023.a An Administrative Approval authorizing the approval of an Agreement between Danite Sign Company, and the Fairfield County Commissioners for a Signs at the Fairfield Center [Facilities]

Fairfield County Sheriff

- AA.09.29-2023.a A resolution authorizing the approval of an agreement with the Fairfield County Sheriff's Office and Spectrum Enterprise [Sheriff]



Register Now!

# BIG TABLE BIG IDEAS

Housing • Transportation • Climate • Economic Development

October 11, 2023 | 6:00 - 8:00 P.M.  
MORPC | 111 Liberty St., Columbus OH 43215

Visit [morpc.org/events](https://morpc.org/events) to register

Registration closes on October 6



Bring your BIG, BOLD ideas on transportation, housing, climate, and economic development in Central Ohio to the Big Table conversation.

Join the Mid-Ohio Regional Planning Commission (MORPC) on **Wednesday, Oct. 11 from 6 to 8 p.m.** Share your perspective and learn from others as we discuss ways to create a more prosperous future for Central Ohio.

MORPC is a proud participant in the Columbus Foundation's annual The Big Table®, a day dedicated to community-wide conversation. Through intentional dialogue and

connection, participants are encouraged to imagine the next steps toward a kind and just future. Meet new people, share our lived experiences, and actively listen to build a kinder, more connected region where everyone has a seat at the table.

Light refreshments will be provided.

**Seating is limited. Register by Friday, Oct. 6.**

**Register**

For questions, contact [info@morpc.org](mailto:info@morpc.org).



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Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

Dear Buyer,

I am Ashton Huffman of Fairfield County and have been an Extraordinary Explorers 4-H Club member since 3<sup>rd</sup> grade. On our small family farm in Pickerington, we raise feeder calves to market steers over an 18-month project.

I work hard on choosing these cattle from my grandfather's field, breaking them for show, and feeding high quality grain & alfalfa hay to prepare for them market. This year I have worked extra hours dividing time between my schoolwork at St. Charles Preparatory, playing HS soccer, my summer lifeguarding job, and 4-H responsibilities. During Fair week, I will be driving between soccer practices, school tests, and the cattle responsibilities in the beef barn.

Thursday night October 12<sup>th</sup>, some of the hard work comes to end as I will be selling a Market Steer in the Fairfield County Livestock Sale. All 4H members would like to see the auction filled again this year; and are always honored by the support of so many in our local community. Please consider joining us at the:

Fairfield County Junior Fair Livestock Sale

October 12<sup>th</sup>, 5:00 p.m.

Feeder Creek Vet Show Arena, Fairfield County Fairgrounds, Lancaster, OH

Sale Order: Market Beef, Dairy Products & Feeders, and Market Hogs

If you cannot attend the sale but would like to support multiple members, consider joining the "Buyer Club 2023". More Information can be found at:

<https://u.osu.edu/livestocksale> or by calling (740) 404-1505

I hope to see you there!

Ashton Huffman





# It's time for the annual OhioMeansJobs Fairfield County Job Fair!

This year's event will be taking place on October 19 from 4-6 p.m. The event will be held at the Fairfield County Workforce Center located at 4465 Coonpath Rd. NW, Carroll, OH 43112.

Please register for the 2023 Job Fair through the following link: <https://www.surveymonkey.com/r/TDDJZBQ> or by scanning the QR Code listed on the flyer below by October 7. Additional information will be e-mailed approximately one week prior to the event and will only be sent to those who have registered. For questions or more information, call 740-652-7856 or email [Jodi.Smith@ifs.ohio.gov](mailto:Jodi.Smith@ifs.ohio.gov).



## Interested in Attending?

For more information, contact us:  
OhioMeansJobs Fairfield County  
Job and Family Services  
239 W. Main St.  
Lancaster, OH 43130  
(740) 652-7856  
[Amy.Seesholtz@jfs.ohio.gov](mailto:Amy.Seesholtz@jfs.ohio.gov)

Approximately one week prior to the event you will receive a reminder e-mail along with additional information and directions to the Job Fair.

Set-up, accompanied by light refreshments, will take place from 3:30-4 p.m.



Call OhioMeansJobs Fairfield County Job Center at (740) 652-7856 or go to [FCJFS.org](http://FCJFS.org).

## Attention Employers: **JOB FAIR**

**WORKFORCE CENTER**  
4465 Coonpath Rd. NW  
Carroll, OH 43112

*Thursday, Oct. 19*  
**4-6 p.m.**

### Is this Job Fair Right for YOUR Company?

If your company is interested in sharing career opportunities within your organization and looking for networking opportunities with other employers and educators, then be sure to sign-up today! LIMITED SPACES AVAILABLE ON A FIRST-COME FIRST-SERVE BASIS.



**REGISTER TO PARTICIPATE NOW BY SCANNING ABOVE**

or go to <https://www.surveymonkey.com/r/TDDJZBQ>





September 27, 2023



**2023 Winter Conference Registration Now Open!**

**[Click here to register and learn more!](#)**

**County Commissioners Association of Ohio and County Engineers Association of Ohio  
invite you to the CCAO/CEAO Annual Winter Conference.**

**December 6, 7 & 8, 2023**

**Please note we will be hosting at a brand-new location! Details below.**

- Don't delay! You will want to register right away to get your early-bird pricing of \$495. Price will increase to \$595 after midnight November 6, 2023.
- We have a great line-up of sessions for this year's conference. Stay tuned for more information regarding topics like Community-Based Solar, Broadband, CyberSecurity and more, as well as Guest Speaker Retired Rear Admiral Peter Cressy, who will share leadership strategies used by President George Washington. To learn more about the Rear Admiral **click here**.
- For the future you imagine, you will have the opportunity to secure an appointment for a one-on-one meeting with a dedicated Empower Retirement Plan Advisor during this year's conference. Registration details for these appointments are coming soon!
- If you prefer to print a copy of the registration forms for affiliate associations, click **here**. For the county registration and or sponsor form, click **here**, and for the spouse or guest registration form, click **here**.

**2023 Host Hotel**

**Hilton Columbus Downtown**

**402 North High Street, Columbus, OH 43215**

**To reserve a room, click here. Rate is \$142/night + tax**

***Communicate, Create and Connect***  
***at the 143rd CCAO/CEAO Annual Winter Conference 2023!***

**[Login Now to register.](#)**

*When you register for the first time, you will automatically be prompted to establish a username and password. If you have already created a username and password and you happen to forget your password, an automated 'Forgot My Password' utility will send a new temporary password to your email address on file (be sure to check your spam folder if you don't receive it right away). If you still have issues logging in, please contact Nedra Benson at 614-221-5627, or by email at [nbenson@ccao.org](mailto:nbenson@ccao.org). She will be happy to assist you in updating your username and password.*



88 East Broad Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
(800) 282-0370

Fairfield County  
210 E Main Street  
Lancaster, OH 43130

To the Board of Commissioners:

We have audited, in accordance with auditing standards generally accepted in the United States and the Comptroller General of the United States' *Government Auditing Standards*, the financial statements defined in our Independent Auditor's Report of Fairfield County, Ohio (the County) as of and for the year ended December 31, 2022, and the related notes to the financial statements and have issued our report thereon dated July 20, 2023.

*Government Auditing Standards* require us to communicate deficiencies in internal control, as well as, report on compliance with certain provisions of laws, regulations, contracts and grant agreements that could directly and materially affect the determination of financial statement amounts. We have issued the required report dated July 20, 2023, for the year ended December 31, 2022.

2 CFR Part 200 subpart F requires that we report all material (and certain immaterial) instances of noncompliance, significant deficiencies, and material weaknesses in internal control related to major federal financial assistance programs. We have issued the required report dated September 19, 2023, for the year ended December 31, 2022.

We are also submitting the following comments for your consideration regarding the County's compliance with applicable laws, regulations, grant agreements, contract provisions, and internal control. The comments reflect matters that do not require inclusion in the *Government Auditing Standards* or Single Audit report. Nevertheless, the comments represent matters for which we believe improvements in compliance or internal controls or operational efficiencies might be achieved. Due to the limited nature of our audit, we have not fully assessed the cost-benefit relationship of implementing the recommendations. The comments represent our continuing desire to assist your County but are only a result of audit procedures performed based on risk assessment procedures and not all deficiencies or weaknesses in controls may have been identified. If you have questions or concerns regarding the comments please contact your regional Auditor of State office.

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Efficient • Effective • Transparent

## Noncompliance Finding

### 1. Federal Schedule Adjustments

**2 CFR Subpart F § 200.510(b)** requires the auditee to prepare a Schedule of Expenditures of Federal Awards (the Schedule) for the period covered by the County's financial statements which must include the total federal awards expended as determined in accordance with **§ 200.502**.

At a minimum, the schedule must:

- (1) List individual Federal programs by Federal agency.
- (2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.
- (3) Provide total Federal awards expended for each individual Federal program and the AL number or other identifying number when the AL information is not available.
- (4) Include the total amount provided to subrecipients from each Federal program.
- (5) For loan or loan guarantee programs described in **§ 200.502** Basis for determining Federal awards expended, paragraph (b), identify in the notes to the schedule the balances outstanding at the end of the audit period.
- (6) Include notes that describe the significant accounting policies used in preparing the schedule and note whether or not the auditee has elected to use the 10 percent de minimis cost rate as covered in **§ 200.414** Indirect (F&A) costs.

The Schedule reflects the following adjustments that impacted potential Type-A programs of the County for the year ended December 31, 2022:

- To reduce AL # 93.558 Temporary Assistance for Needy Families expenditures \$199,585
- To increase AL # 93.563 Child Support Enforcement expenditures \$334,985
- To increase AL # 93.778 Medical Assistance Program expenditures \$494,260
- To reduce AL# 11.307 Economic Adjustment Assistance Program expenditures \$670,189 and COVID-19 Economic Adjustment Assistance Program expenditures \$72,678
- To increase AL # 21.027 COVID-19 Coronavirus State and Local Fiscal Recovery Funds expenditures \$284,250 and to reduce amounts distributed to subrecipients \$1,267,498
- To reduce AL # 20.205 Highway Planning and Construction Program expenditures \$1,413,479.

The Schedule also reflects adjustments that impacted Risk Analyzed Type-B programs of the County for the year ended December 31, 2022:

- To increase AL # 10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program expenditures \$329,684
- To increase AL # 14.228 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii Program expenditures \$33,646 and to remove amounts passed through to subrecipients of \$61,482
- To reduce AL # 17.258/17.259/17.278 WIOA Cluster Program expenditures \$232,505
- To increase AL # 20.106 Airport Improvement Program expenditures \$25,465
- To reduce AL # 93.788 Medical Assistance Program expenditures and amounts passed through to subrecipients by \$75,492



## **Noncompliance Finding (Continued)**

### **1. Federal Schedule Adjustments (Continued)**

- To increase AL # 84.181A Special Education Grants for Infants and Families with Disabilities Program expenditures \$228,705 and COVID-19 Special Education Grants for Infants and Families with Disabilities Program expenditures \$38,459
- To increase AL # 93.959 Block Grants for Prevention and Treatment of Substance Abuse Program expenditures \$122,362 and reduce COVID-19 Block Grants for Prevention and Treatment of Substance Abuse Program expenditures \$149,513.

Additional adjustments were made to the Schedule ranging from \$74 to \$309,816.

Errors and omissions on the Schedule of Expenditures of Federal Awards (the Schedule) could adversely affect future grant awards in addition to causing an inaccurate assessment of major federal programs that would be subjected to audit. Adjustments, to which management has agreed, are reflected in the Schedule.

County management should implement a system to review the Schedule for errors and omissions. This will help ensure the Schedule is complete and accurate and major federal programs are correctly identified for audit.

## **Recommendations**

### **1. IT – Network and Application Accounts**

Standard password administration guidelines suggest passwords be a minimum number of characters in length, difficult to guess, and contain no repeating characters. In addition, effective access procedures would provide for the suspension of user identification codes or the disability of the terminal, microcomputer, or data entry device following a pre-defined number of unsuccessful attempts to access the system or applications.

- IASWorld:
  - There were user accounts for employees no longer employed with the County along with user accounts that did not have passwords set to expire on the iasWorld real estate application.
  - There were four County users who had enabled accounts but not been logged into for over 180 days on the iasWorld real estate application.
  - One sys-admin account out of 14 was not appropriate and should be removed per Jen Dickerson, MPA - Payroll Manager / Systems Analyst -Auditor's Office
- Network
  - There were 41 enabled non-service accounts with password set to never expire (see control narrative for explanations). 21 of those do not have a last login time indicating the account had never been logged into. Outside people who interact with the county, but still should have password expire.
  - There was one account that did not have passwords required. Fairfield County was not sure why this account was set this way, but account is now disable.
  - There were 101 accounts that had not been logged into in over 180 days.

## **Recommendations (Continued)**

### **1. IT – Network and Application Accounts (Continued)**

These weaknesses increase the possibility of an individual gaining unauthorized access to the system, applications, or data.

It is recommended password parameter settings be modified to force password expiration for all user accounts at least every 90 days. In addition, accounts should be reviewed on a periodic basis to confirm continued appropriateness and accounts for individuals no longer employed should be disabled and/or removed.

### **2. IT – Lack of exit forms**

Security administration controls are necessary to help ensure access is restricted to only those individuals who require such access to perform their job functions. Key security administration controls include the enforcement of the least-privileged administrative model, continuous review of user access for appropriateness and enforcement off-boarding procedures upon user separation.

The system user listing for Fairfield County included two former employees. No exit form was completed for the two employees. Also, the audit team determined that the identified former employees network accounts had not been disabled.

Maintaining inactive accounts on the system increases the risk for unauthorized activity, thereby losing accountability for user actions.

Exit/termination forms should be completed whenever an employee separates with the county. We recommend that once a user leaves employment, their user accounts should be disabled then eventually deleted from the system. Additionally, a list of users should be periodically reviewed to confirm all accounts are still necessary and authorized.

### **3. IT – Disaster Recovery Plan & Backup Testing**

The disaster recovery plan should also be tested annually to verify all plan information is current and documented procedures are valid. As a part of testing, the entity's backups should be periodically tested to ensure the integrity of recorded data and the effectiveness of backups in the instance of a disaster. The results of testing should be documented and maintained to aid in further development of the plan and to provide continuing feedback on the effectiveness of the plan and related testing procedures.

The disaster recovery plan has not been updated since 2018 and did not appear to show evidence of an annual review. In addition, the County did not perform any disaster recovery testing during the audit period. Backup restores were, however, performed during the audit period thus limiting the risk associated with not testing the plan.

Without tested recovery procedures, critical resources and processing may not be restored in a timely and efficient manner. As a result, substantial costs could be incurred in attempting to retrieve and recreate pertinent financial information for internal and external purposes.

It is recommended to test the validity of backups by performing planned restores at least annually, including documented results of testing. In addition, the disaster recovery plan should be reviewed at least annually to confirm the procedures are still applicable and/or updated to reflect any changes.

The County has responded to issues discussed in this Management Letter. You may obtain a copy of their response from Carri Brown, County Auditor at (740) 652-7096.

We intend this report for the information and use of the Commissioners' Office, Auditor's Office, and management.

A handwritten signature in black ink, appearing to read "Keith Faber". The signature is fluid and cursive, with the first name "Keith" and last name "Faber" clearly distinguishable.

Keith Faber  
Auditor of State  
Columbus, Ohio

September 19, 2023

**Fairfield County  
2022  
ISSUES Listing**

**Total number of Issues in the project: 5**

No.	Issue (Sorted by Type)	Report Ref:
1.	<p><b>ISS.1-IT - Network and Application Accounts</b>  [Type: <b>Management Letter</b>  Reporting Level(s): *****A-Recommendation - ML or Verbal*****DITA Issue  (USED BY DITA STAFF ONLY)*]</p> <p>Standard password administration guidelines suggest passwords be a minimum number of characters in length, difficult to guess, and contain no repeating characters. In addition, effective access procedures would provide for the suspension of user identification codes or the disability of the terminal, microcomputer, or data entry device following a pre-defined number of unsuccessful attempts to access the system or applications.</p> <ul style="list-style-type: none"> <li>• IASWorld: <ul style="list-style-type: none"> <li>• There were user accounts for employees no longer employed with the County along with user accounts that did not have passwords set to expire on the iasWorld real estate application.</li> <li>• There were 4 Fairfield users who had enabled accounts but not been logged into for over 180 days on the iasWorld real estate application.</li> <li>• One sys-admin account out of 14 was not appropriate and should be removed per Jen Dickerson, MPA - Payroll Manager / Systems Analyst -Auditor's Office</li> </ul> </li> <li>• Network <ul style="list-style-type: none"> <li>• There were 41 enabled non-service accounts with password set to never expire (see control narrative for explanations). 21 of those do not have a last login time indicating the account had never been logged into. Outside people who interact with the county, but still should have password expire.</li> <li>• There was 1 account that did not have passwords required. FC was not sure why this account was set this way, but account is now disable.</li> <li>• There were 101 accounts that had not been logged into in over 180 days.</li> </ul> </li> </ul> <p>These weaknesses increase the possibility of an individual gaining unauthorized access to the system, applications, or data.</p> <p>It is recommended password parameter settings be modified to force password expiration for all user accounts at least every 90 days. In addition, accounts should be reviewed on a periodic basis to confirm continued appropriateness and accounts for individuals no longer employed should be disabled and/or removed.</p> <p><b>Official's Response:</b> This comment was reviewed with the IT Director on 3/29/23; the one sys-admin account for IASWorld was an oversight and has been removed. Progress has been made on these matters, and continued effort will be taken with this recommendation.</p>	<p>ARC or report name where final comment was reported to client:</p>
2.	<p><b>ISS.2-IT - Lack of exit forms</b>  [Type: <b>Management Letter</b>  Reporting Level(s): *****A-Recommendation - ML or Verbal*****DITA Issue  (USED BY DITA STAFF ONLY)*]</p>	<p>ARC or report name where final comment</p>

**Fairfield County  
2022  
ISSUES Listing**

***Total number of Issues in the project: 5***

No.	Issue (Sorted by Type)	Report Ref:
	<p>Security administration controls are necessary to help ensure access is restricted to only those individuals who require such access to perform their job functions. Key security administration controls include the enforcement of the least-privileged administrative model, continuous review of user access for appropriateness and enforcement off-boarding procedures upon user separation.</p> <p>The system user listing for Fairfield County included two former employees. No exit form was completed for the two employees. In addition, the audit team determined that the identified former employees network accounts had not been disabled.</p> <p>Maintaining inactive accounts on the system increases the risk for unauthorized activity, thereby losing accountability for user actions.</p> <p>Exit/termination forms should be completed whenever an employee separates with the county. We recommend that once a user leaves employment, their user accounts should be disabled then eventually deleted from the system. Additionally, a list of users should be periodically reviewed to confirm all accounts are still necessary and authorized.</p> <p><b>Official's Response:</b> This matter was reviewed with the IT Director on 3/29/23; work is underway to strengthen the process for using exit forms.</p>	<p><i>was reported to client:</i></p>
3.	<p><b>ISS.3-IT - Disaster Recovery Plan &amp; Backup Testing</b>  [Type: <b>Management Letter</b>  Reporting Level(s): *****A-Recommendation - ML or Verbal*****DITA Issue (USED BY DITA STAFF ONLY)*]</p> <p>The disaster recovery plan should also be tested annually to verify all plan information is current and documented procedures are valid. As a part of testing, the entity's backups should be periodically tested to ensure the integrity of recorded data and the effectiveness of backups in the instance of a disaster. The results of testing should be documented and maintained to aid in further development of the plan and to provide continuing feedback on the effectiveness of the plan and related testing procedures.</p> <p>The disaster recovery plan has not been updated since 2018 and did not appear to show evidence of an annual review. In addition, the County did not perform any disaster recovery testing during the audit period. Backup restores were, however, performed during the audit period thus limiting the risk associated with not testing the plan.</p> <p>Without tested recovery procedures, critical resources and processing may not be restored in a timely and efficient manner. As a result, substantial costs could be incurred in attempting to retrieve and recreate pertinent financial information for internal and external purposes.</p> <p>It is recommended to test the validity of backups by performing planned restores at least annually, including documented results of testing. In addition, the disaster</p>	<p><i>ARC or report name where final comment was reported to client:</i></p>

**Fairfield County  
2022  
ISSUES Listing**

***Total number of Issues in the project: 5***

No.	Issue (Sorted by Type)	Report Ref:
	<p>recovery plan should be reviewed at least annually to confirm the procedures are still applicable and/or updated to reflect any changes.</p> <p><b>Official's Response:</b> This issue was communicated to IT on 4/5/23. The IT Director stated plans to perform updates and disaster recovery testing were in place for future years.</p>	
4.	<p><b>ISS.4-Federal Schedule Adjustments</b>  <i>[Type: Management Letter  Reporting Level(s): ***A-Noncompliance*****]</i></p> <p><b>2 CFR Subpart F § 200.510(b)</b> requires the auditee to prepare a Schedule of Expenditures of Federal Awards (the Schedule) for the period covered by the County's financial statements which must include the total federal awards expended as determined in accordance with <b>§ 200.502</b>.</p> <p>At a minimum, the schedule must:</p> <ol style="list-style-type: none"> <li>(1) List individual Federal programs by Federal agency.</li> <li>(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.</li> <li>(3) Provide total Federal awards expended for each individual Federal program and the AL number or other identifying number when the AL information is not available.</li> <li>(4) Include the total amount provided to subrecipients from each Federal program.</li> <li>(5) For loan or loan guarantee programs described in <b>§ 200.502</b> Basis for determining Federal awards expended, paragraph (b), identify in the notes to the schedule the balances outstanding at the end of the audit period.</li> <li>(6) Include notes that describe the significant accounting policies used in preparing the schedule, and note whether or not the auditee has elected to use the 10 percent de minimis cost rate as covered in <b>§ 200.414</b> Indirect (F&amp;A) costs.</li> </ol> <p>The Schedule reflects adjustments to expenditures for the following type-A programs:</p> <ul style="list-style-type: none"> <li>• To reduce AL # 93.558 Temporary Assistance for Needy Families expenditures \$199,585</li> <li>• To increase AL # 93.563 Child Support Enforcement expenditures \$334,985</li> <li>• To increase AL # 93.778 Medical Assistance Program expenditures \$494,260</li> <li>• To reduce AL # 93.788 Medical Assistance Program expenditures and passthrough amounts \$75,492</li> <li>• To reduce AL# 11.307 Economic Adjustment Assistance Program expenditures \$670,189 and COVID-19 Economic Adjustment Assistance Program expenditures \$72,678</li> <li>• To increase AL # 21.027 COVID-19 American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds expenditures</li> </ul>	<p><i>ARC or report name where final comment was reported to client:</i></p>

**Fairfield County  
2022  
ISSUES Listing**

***Total number of Issues in the project: 5***

No.	Issue (Sorted by Type)	Report Ref:
	<p style="text-align: center;">\$284,250 and to reduce amounts distributed to subrecipients \$1,267,498.</p> <p>The Schedule also reflects adjustments to expenditures for several type-B programs, ranging from \$74 to \$1,413,482.</p> <p>Errors and omissions on the Schedule of Expenditures of Federal Awards (the Schedule) could adversely affect future grant awards in addition to causing an inaccurate assessment of major federal programs that would be subjected to audit. Adjustments, to which management has agreed, are reflected in the Schedule.</p> <p>County management should implement a system to review the Schedule for errors and omissions. This will help ensure the Schedule is complete and accurate and major federal programs are correctly identified for audit.</p> <p><b>Official's Response:</b> A work group to address the adjustments will be formed. In the work group, we will include grant administrators from type-A programs, such as JFS, Economic Development, and the Commissioners' Office. We will also review the type-B programs adjustments with the appropriate grant administrators.</p>	
5.	<p><b>ISS.5-CARES Act RLF Reporting</b>  <i>[Type: Verbal/Agenda Items</i>  <i>Reporting Level(s): ***A-Noncompliance*****]</i></p> <p>U.S. Department of Commerce Economic Development Administration (EDA): CARES Act Revolving Fund Loan Award Specific Award Conditions state that an RLF Financial Report (Form ED-209) must be submitted on a semiannual basis within 30 calendar days of the midpoint and end of the recipient's fiscal year, a Federal Financial Report (Form SF-425) must be submitted on a semiannual basis within 30 calendar days of the midpoint and end of the recipient's fiscal year, and a final Federal Financial Report (Final Form SF-425) must be submitted no more than 90 calendar days after the award end date specified on the Form CD-450. The County's midpoint ED-209 report was due on 7/30/2022, the end of the year ED-209 report was due on 1/30/2023, the midpoint SF-425 report was due on 7/30/2022, and the final SF-425 report was due on 10/25/2022.</p> <p>The County submitted its midpoint ED-209 report on 11/23/2022, which is 116 days late. The County submitted its end of the year ED-209 report on 3/15/2023, which is 44 days late. The County submitted its midpoint SF-425 report on 8/16/2022, which is 17 days late. The County submitted its final SF-425 report on 12/2/2022, which is 38 days late.</p> <p>Late submission of these reports resulted in noncompliance at the County level and could result in delays in future funding or potential loss of federal funding.</p> <p>County management should implement procedures to ensure that its RLF Financial Reports and Federal Financial Reports are filed by the U.S. Department of Commerce's required submission dates.</p> <p><b>Official's Response:</b> The County submitted its initial midpoint ED-209 report on 8/16/2022 and then issued the corrected report on 11/23/2022, after answering</p>	<p><i>ARC or report name where final comment was reported to client:</i></p>

Fairfield County  
2022  
ISSUES Listing

*Total number of Issues in the project: 5*

No.	Issue (Sorted by Type)	Report Ref:
	<p>questions from the grantor. The County had an A rating through EDA which meant reports only had to be submitted annually. But that rating only applied to the legacy fund and not the CARES Act fund, so a deadline was inadvertently missed. EDA sent an overdue notice for the report, and it was then completed.</p> <p>The County submitted its initial end of the year ED-209 report on 1/31/2023 and then issued a corrected report on 3/15/2023, after answering questions from the grantor.</p> <p>The County submitted its initial midpoint SF-425 report on 8/16/2022.</p> <p>The County submitted its initial final SF-425 report on 12/2/2022, after finalizing administrative expense reimbursements for the grant on 11/23/22 before the end of the liquidation period. The end of the grant period was 7/27/2022 so 90 days after would have been 11/24/2022.</p> <p>The only report due in the future is the account/financial report (no longer called the ED209) for the CARES Act RLF Fund. As of the date of this response, the RLF administrator verified this with the EDA, and staff now have reminders set on their calendars to make sure deadlines are met. <b>The deadlines going forward (verified with EDA) are July 30 and January 30.</b></p>	

The last number on this report should match the total number of issues listed in the heading.





September 27, 2023

### **MODIFICATIONS TO COUNTY PURCHASING LAWS TAKE EFFECT OCTOBER 3**

Please be advised that changes to the Ohio Revised Code made by the state operating budget, Amended Substitute House Bill 33, will take effect October 3, 2023. Some of the changes that affect county purchasing procedures include the following:

- Increasing the cost threshold for competitive bidding to \$75,000, with annual adjustments starting January 1, 2025;
- Allowing the county to accept construction bids up to 20% above the architect's cost estimate;
- Changing county credit card law to allow purchases of goods or services designated by the board of commissioners, pursuant to a policy developed in consultation with the county auditor (see [County Advisory Bulletin 2023 - 5](#)).
- Elimination of the authority to adopt a system of preferences for products made or mined in Ohio or the United States;

**Competitive Bidding Cost Threshold** – State law establishes a cost threshold that triggers the mandatory use of competitive bidding procedures. HB 33 raises this threshold from \$50,000 to \$75,000, starting October 3, 2023. This new threshold is subject to an annual adjustment of 3%, starting January 1, 2025, when it will be increased to \$77,250. The 3% adjustment, which is determined and published by the Ohio Department of Commerce, applies automatically on January 1 each year thereafter. The revised threshold also applies to regional airport authorities; regional water and sewer districts, and leases for electronic data processing equipment, services, or systems, and radio communications systems.

The law specifies that no purchase, lease, project, or other transaction subject to competitive bidding may be divided into component parts, separate projects, or separate items of work in order to avoid competitive bidding requirements.

The new law also increases the limit for the use of emergency purchasing procedures from \$100,000 to \$125,000. Emergency purchasing procedures may not be used for items with a cost above this threshold, unless there is actual physical disaster to structures, radio communications equipment, or computers. Continuing law requires a unanimous vote of the commissioners to make a determination that a real and present emergency exists. The county

will have to solicit three informal bids for goods or services that cost between \$75,000 and \$125,000.

Note that a county may continue to apply competitive bidding procedures to goods or services below \$75,000 at its discretion. (See R.C. 9.17, 307.86, 307.861, 308.13, 6119.10)

**Rejection of public improvement bids** – Prior law mandated that a county or other purchasing authority reject construction bids that are priced more than 10% above the architect's or engineer's estimate. HB 33 raises this limit to 20% above the estimate, allowing more flexibility in accepting bids. Note that the county is not required to accept any bid, even if it is below the 20% threshold. (See R.C. 153.12)

**Model Ohio and United States Preferences** – HB 33 eliminates the authority of a county board of commissioners to adopt, by resolution, a model system of preferences for products mined or produced in Ohio and the United States and for Ohio-based contractors promulgated by the Ohio Department of Administrative Services. DAS will no longer have the authority to promulgate a model preference system for political subdivisions. (See R.C. 153.54, 307.90)

**County Credit Card Law** - Under prior law, counties could only use a credit card to make purchases of specific work-related goods and services identified in the Revised Code. HB 33 removes this list, and allows credit cards to be used for any purchase that satisfies all of the following criteria:

- It is for a work-related expense;
- The purchase serves a public purpose;
- The debt incurred as a result of the purchase is payable with available moneys appropriated to a specific appropriation line item that is appropriate for the purchase;
- The purchase complies with RC 301.27 and with the policy adopted by the board of county commissioners.

Please see the [County Advisory Bulletin 2023 - 5](#) for further explanation of detailed changes to the credit card law.

Thank you for your attention.

Jon Honeck  
Senior Policy Analyst  
[jhoneyck@ccao.org](mailto:jhoneck@ccao.org)  
(614) 220-7982

209 East State St  
Columbus, Ohio 43215  
(614) 221-5627

[EMAIL US](#)

[CCAO Refund/Exchange/Cancellation Policy](#)

**PLEASE NOTE: All transactions are conducted in the US with the US Dollar.**  DEVELOPED BY TCS Software



**FOR IMMEDIATE RELEASE**  
**Wednesday, September 27, 2023**

## **Fairfield County Auditor's Office Introduces Code of Conduct**

**Lancaster, Ohio** – Fairfield County Auditor, Dr. Carri L. Brown, introduced the Auditor's Office Code of Conduct to Fairfield County Elected Officials on Tuesday. The Code of Conduct is a result of collaboration between all Auditor's Office employees. It contains three main principles essential for success in the office.

The principles are:

- I. People FIRST. We serve and support the public interest.
- II. We maintain the highest standards of professionalism and integrity.
- III. We remain objective in carrying out responsibilities.

In developing the three principles for the Auditor's Office Code, the staff asked themselves why they exist in their roles of public service and decided upon the following statement: "We provide leadership with essential financial reporting and data management services to improve accountability, trustworthiness, and credibility in the private and public sectors."

Auditor Brown spoke to the importance of a Code of Conduct, "It clarifies our organization's mission, values and principles, linking them with standards of professional conduct. It shows the desired behaviors for serving the public. We all appreciate how staff developed the three easy-to-recall principles."

The Code of Conduct is attached and can also be found at <https://bit.ly/AuditorCoC>.

Questions regarding the Code of Conduct can be directed to Dr. Brown, County Auditor, at [carri.brown@fairfieldcountyohio](mailto:carri.brown@fairfieldcountyohio) or (740) 652-7096

###

## Follow Your Auditor's Office On **Social Media!**



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Newsletter

# CODE OF ETHICAL CONDUCT



## Principle I: People FIRST. We Serve and Support the Public Interest.

### WE PUT THE PUBLIC FIRST.

**The public consists of citizens, taxpayers, customers, employers, employees, investors, those in the business sectors, community partners, and all who rely on the objectivity and integrity of government accountability professionals.**

- We believe the public should reasonably expect those who serve government to be trustworthy.
- We have an obligation to demonstrate accountability.
- We are dedicated to open, transparent government.
- We know that we must rely on one another and treat all with respect and courtesy to serve the public interest in the best way possible.
- We treat internal customers, our team members, with care to establish the best teamwork possible.

## Principle II: We Maintain the Highest Standards of Professionalism and Integrity.

**We engage at the highest standards of professionalism and attain the highest levels of performance. We collaborate with each other and multiple partners to:**

- Demonstrate integrity and credibility by being believable, trustworthy, straightforward and honest in performing professional services.
- Maintain professionalism by acting with the skill, good judgment, and respectful behavior expected of someone trained to do a job well.
- Perform quality services by providing the highest standards of performance.
- Perform job tasks with diligence and adherence to ethical standards and legal requirements.
- Behave with dignity and respect for others.
- Not engage in acts that are discreditable to us or our county government.

## Principle III: We Remain Objective in Carrying Out Responsibilities.

**We remain objective to:**

- Include all stakeholder perspectives in our problem-solving.
- Have open discussion and analysis about data so that our evaluations and conclusions are supported.
- Avoid prejudice, bias, and conflicts of interest.
- Avoid activity that creates or gives the appearance of impropriety.
- Disclose to appropriate parties any improprieties that come to our attention.
- We have a zero tolerance for fraud and work hard to maintain proper internal controls and policies that reduce fraud risk.
- We have open discussions about ethics.

### Mission:

To perform statutory duties of the County Auditor with excellence, integrity, and innovation while embracing outstanding internal and external customer service to continuously improve county government.

**Our brand is excellence.  
We Serve.  
Connect.  
Protect.**

### Why do we exist?

We provide leadership with essential financial reporting and data management services to improve accountability, trustworthiness, and credibility in the private and public sectors.

# County commissioners delay implementing controversial land use plan until next year



**Jeff Barron**

Lancaster Eagle-Gazette

LANCASTER – Slow down.

That's what people told the Fairfield County commissioners at a recent public meeting about the county's plan to approve a land use plan. The commissioners apparently listened, as commissioner Jeff Fix on Tuesday said the plan may not be implemented now until the first of next year.

The commissioners originally wanted to approve it earlier this month, but that public feedback made them decide to postpone the plan.

"Today (Tuesday) I'll be reaching out to the townships and villages to schedule time with each of them individually to try to sync up with what their thoughts are so that when end up, probably early next year, with a comprehensive plan, it will be one that everybody can be comfortable with and that we're all at least close to being on the same page," Fix said.

Many county residents speak out against proposed land use plan  
Commissioner Fix: Land use plan needed as growth continues  
County commissioner Jeff Fix explains what the land use plan is  
Growing pains: New Fairfield County land-use plan worries many

The county wants to update its 2018 comprehensive development plan, which is where the current plan came from. The county is working with a company called Planning NEXT on the new plan. Fix previously said trying to figure out where to place housing, industry, retail and more is the purpose of the plan. He said local villages and townships can use the plan however they see fit and that nothing is forced on them.

The plan is available to review at [www.co.fairfield.oh.us/rpc](http://www.co.fairfield.oh.us/rpc).

Fix said the delay gives him a chance to communicate more effectively what the county is doing and why it wants to do it.

"We need to work really hard on that between now and the end of the year to make sure there are no further misunderstandings as to why we're doing what we're doing," he said.

*jbarron@gannett.com*

*740-681-4340*

*Twitter: @JeffDBarron*

To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: September 28, 2023  
Subjects: **Revenue Budget Update; New Tax Exemption Possibilities; Customer Service & Public Records Request Statistics Update; and The Ledger**

### **Revenue Budget Update**

*As of today, nearly 86% of the estimated \$61.5 M of general fund revenues has been received, above the targeted 81%.* For the general fund, real property taxes received total \$13.47 M, 100% of the annual estimate. Sales taxes total \$22.39 M, or 79% of the \$28.29 M estimate, tracking slightly ahead of the targeted 75%. Public defender fees have been reimbursed at \$993 K and are tracking below estimates with 62% received. ***No adjustments are necessary.***

### **New Tax Exemption Possibilities**

***There is a new tax exemption possibility for land purchased for the purpose of residential development.*** For subdivisions which have been planned but for which the residential buildings have not been developed, the approved exemption would begin in the tax year when the plat is presented to the County Auditor and continues for seven years until construction of the building or buildings commence, or until title transfers to another. This exemption is not available to property subject to tax increment financing. The exemption applies to the increase in value above fractional purchase price of the land. Development property would not receive the current agricultural use valuation program unless specifically following those program rules.

***We have no requests yet for such exemption, but they are expected, and the state will likely create a specific form for this exemption. As with all exemptions the state will approve it.***

### **Customer Service & Public Records Request Statistics Update**

***Since July 25, 2022, we have received 728 customer service surveys from citizens visiting the office or meeting with team members.***

- 99.9% of our citizens stated they were able to discuss specific case concerns and receive answers to their questions.
- 100% stated they received courteous service.

*A recent comment to share, from a survey collected in the Map Room – “I have stopped in the mapping room twice in the past two weeks with questions. One question was re: historical property records and one was about our current property. Both times, Stacy Knight has been so, so helpful - competent, intuitive, & friendly - and in each instance, she has gone above and beyond the call of duty in her responses. She is an excellent representative of the county.”*

In 2023, we have received 85 public records requests. ***The average, mean, and median response time is 1 day.***

### **The Ledger**

The most recent edition of The Ledger is available! ***Check out the articles about the activities of the office and the issuance of the most recent Map of the Month: Ancient Earthworks in Fairfield County.***



Wins of the Week!

We began the week celebrating the *REA Summit* and debriefing a bit so that we can hold an additional summit in 2024. *Three realtors stopped by the office this week to say thanks for the Summit and asked for more outreach! They also commented on the helpfulness of those who work at the conveyance desk and map room.*

*And the thank you notes for the REA Summit keep coming in the mail! We will continue to share those during our all-team meetings!*

Early this week, we celebrated the Aces of Trades feature for *Kelly Shoemaker with the Child Support Enforcement Agency.*

Thanks to Jessica Ferguson, Stacy Knight, Michelle Wright, and Meagen Bowland who brought *Pinky, our pink lady scarecrow, to life!* We have already received a lot of positive feedback from those who visit our building or walk by the building. *The Pink Lady scarecrow has a message to “be strong” for all of those who are battling breast cancer. The pink pumpkins have messages of hope. Thanks to the VCB for their promotion of the scarecrow trail.*

Thanks to Bev Hoskinson for designing a plan to help address IT matters relating to the *disaster recovery plan.* Thanks to Randy Carter, Dave Burgei, and Rachel Elsea for joining the work group for these topics.

On Tuesday, we presented a *Listen and Learn session for the Board of County Commissioners*, focusing on our newly developed Code of Ethical Conduct and an update of services and Weights and Measures superlatives.

We also had an opportunity to conduct a *presentation with ADAMH on Tuesday evening*, and everyone in attendance enjoyed the presentation and commented on how they appreciated the presence of the County Auditor’s Office.

We have gained a lot of *social media followers since last month*, and a big part of that has been the result of presentations that have been conducted, as we pass out the QR codes during the presentations.

We brainstormed with *DACO about some good ideas for outreach* on Wednesday. This was a fabulous opportunity to connect and share good ideas about how art brings a positive dimension to our lives. We had a chance to preview their most recent exhibit (with some cool decoys that made us think of Jeremiah Upp and Andy Boystel). The *DACO* leadership said we could use their space for our annual retreat again in January.

Angel Horn presented an *additional PACE training opportunity* on Wednesday!

We also enjoyed the *lunches that supported Meals on Wheels.* What a fabulous opportunity to support Meals on Wheels!

Collectively, we have reviewed the most recent budget bill in detail. *We expect a new state form for exemption for property* purchased for residential development where the plat has been filed and building construction has not yet commenced.

We reviewed the video from *Commissioner Dave Levacy about Dolly’s Imagination Library* on Thursday.

Thanks to *Angel Horn and Sarah Quinn* for answering multiple questions from political subdivisions as they prepare their financial reports.



On Thursday, Jason Dolin visited the office to connect with Linda O'Toole and provide information about the updates to the *statewide BOR reference tools*. We completed a list of actions to update the overall site. This work is accomplished by Fairfield County to support the entire state of Ohio.

*Payroll was completed in record time this week, and month-end continues to be processed with expertise – every month.* Jen Dickerson pointed out how Jo Jo Harmon reconciled the Columbus City taxes and filed reports *before the due date!*

As Rachel was preparing the *The Ledger*, we realized we had so many great topics to share with employees and our residents. Each month, there are more topics than can fit into one newsletter. Stay tuned about more communication for the *Homestead program* and potential legislation to support those who are aged *70 and have income under \$70K*. We continue to support all legislative efforts to improve the Homestead program and to help seniors and Veterans stay in their homes.

We are finalizing the *teleworking plans for 2024*, and management appreciates the testing that is in progress, too.

This week, the data extract was completed for the *Hotel/Motel notification processes*.

The new *Ford Escape replacement vehicle* has arrived!

As of 9/26/23 everyone within REA has *completed the required 2023 Cyber Security training!*

*Patrick and Carter garnered the attention of Krile Communications! They would like to create a (gratis) outreach video about their work with the County Fair.* Way to go! The scales at the Fair are already calibrated and ready to go.

*This week, we received a very nice thank you from Athens County Auditor Jill Thompson for the support we have provided in Finance and Real Estate Assessment as they work through some changes in their county.*

*In addition, we have begun work on a statewide leadership conference for the County Auditor's Association, with that conference being held in Fairfield County.*

*The next Map of the Month – Ancient Earthworks in Fairfield County – has been met with positive feedback, and our friends in the southern portion of the state have begun to think about ways to create a similar map.*

NOTICE TO LEGISLATIVE  
AUTHORITY

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

TO

0040744		TRFO		ACE IN THE HOLE LLC DBA ACE IN THE HOLE BAR & GRILL 5270 SAND HILL RD SW & PATIO PO BOX 221 AMANDA TWP AMANDA OH 43102
PERMIT NUMBER TYPE				
02	01	2022		
ISSUE DATE				
07	24	2023		
FILING DATE				
D5 D6				
PERMIT CLASSES				
23	904	B	F30110	
TAX DISTRICT		RECEIPT NO.		

FROM 09/26/2023

9275132				VILLAGE FOOD & SPIRITS LLC DBA THE VILLAGE TAPROOM 5270 SAND HILL RD SW & PATIO PO BOX 221 AMANDA TWP AMANDA OH 43102
PERMIT NUMBER TYPE				
02	01	2022		
ISSUE DATE				
07	24	2023		
FILING DATE				
D5 D6				
PERMIT CLASSES				
23	904			
TAX DISTRICT		RECEIPT NO.		



MAILED 09/26/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN.

10/27/2023

**IMPORTANT NOTICE**

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

REFER TO THIS NUMBER IN ALL INQUIRIES

**B TRFO 0040744**

(TRANSACTION & NUMBER)

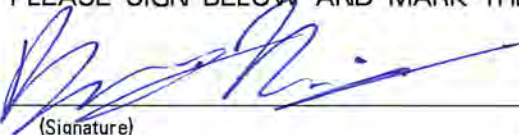
(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☒

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

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



(Signature)

(Title) - ☒ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

9/29/2023

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



**CITY OF LANCASTER  
BOARD OF ZONING APPEALS  
City Hall  
104 E. Main St.  
Lancaster, Ohio 43130  
(740) 681-5017**

## **Legal Ad**

Notice is hereby given that on **October 9, 2023, at 2:00 PM**, in the 1897 Room on the second floor of City Hall, 104 East Main St., the City of Lancaster Zoning Board of Appeals will hold a public hearing on the following request(s):

### **BZA Case No. 678**

John & Sarah Clendenin, of 403 N. Maple St., have applied for area variances for their property at the same address, also known as parcel number 0533045600. This property is zoned RS-4: Residential Single-family Highest Density. The Clendenin's wish to replace their old garage with a larger garage. Planning & Zoning Code Section 1125.02(c) requires only twenty percent of the required rear yard can be used for detached accessory structures. Code Sections 1153.05(a) and 1153.05(d) do not allow for the increased size of a building to be greater than twenty-five percent of the original garage, and the new garage will increase the nonconforming use due to not creating any setbacks from property lines.

### **BZA Case No. 679**

Mr. Mark Ours of Mode Architects, 275 College St., Groveport, Ohio, has applied for area & use variances, and special exception for the property located at 219 N. Columbus St., also known as parcel number 0532314700, owned by Historic Fairfield Shoe Factory, LLC/Urban Restorations. The property is zoned CBD: Central Business District. The 2001 Planning & Zoning Code Section 1151.03(b) Table 1 requires a five-foot parking setback along the front property line. Section 1151.05 Requires a Loading/Unloading area. Section 1151.10(d)(1) requires interior drive islands. Section 1133.05(c) (3) requires a special exception for residences in the upper stories of existing buildings. Section 1133.05(c) (3) requires an area variance for residential units under 500 square feet. Section 1133.05(c) (3) requires a use variance for residential units on the first floor.





**CITY OF LANCASTER  
BOARD OF ZONING APPEALS  
City Hall  
104 E. Main St.  
Lancaster, Ohio 43130  
(740) 681-5017**

**BZA Case No. 680**

Mr. Matthew Nihiser, 132 N. High St., Lancaster, has applied for a special exception for his property located at 218 E. Wheeling St., also known as parcel number 0535051900. This property is zoned RS-4: Residential Single-family Highest Density. Mr. Nihiser wishes to operate an air bnb at this location. 2001 Planning & Zoning Code Section 1129.02(d) requires a special exception be granted for a bed & breakfast, a similar or like use.

**BZA Case No. 681**

Ms. Lindsay Williams of 2493 Long Bow Ave., Lancaster, Ohio, has applied for an area variance for the property located at 1372 B Ety Rd. NW, Lancaster, also known as parcel number 0531007440. The property is zoned CG: Commercial General. Ms. Williams wishes to install a wall sign for her new business. Her wall sign is nonconforming according to the 2023 Planning & Zoning Code Section 1153.05(d). An area variance will be required for the oversized wall sign.

Respectfully submitted,

Peter Vail, Zoning Administrator



## WODA COOPER COMPANIES

614.396.3200  
www.wodagroup.com

500 South Front St  
10th Floor  
Columbus, Ohio 43215

Sells Greene  
Woda Cooper Development, Inc.  
500 S. Front Street, Fl 10  
Columbus, Ohio 43215  
614-396-3200

September 25, 2023

### CERTIFIED MAIL RETURN RECEIPT REQUESTED

Clerk Rochelle Menningen  
Fairfield County Commissioners  
210 E. Main Street  
Lancaster, Ohio 43130

RE: Sells Greene

Dear Clerk Menningen:

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

Sells Greene is a proposed 40-unit general occupancy affordable housing development located on vacant land adjacent to 199 Sells Road in the City of Lancaster, Ohio.

Sells Greene will target households with incomes ranging from 30% to 80% of area median gross incomes. Sells Greene will offer twelve (12) one-bedroom units, twenty-four (24) two-bedroom units, and four (4) three-bedroom units. The project will be appropriate for a variety of populations: singles, young professionals, seniors, single-parent households, small families needing three-bedroom units, and those needing workforce housing in close proximity to surrounding job centers. Sells Greene will include the construction of two walkup buildings. Sells Greene will include various amenities including: on-site management office, community room with kitchenette, ample green space, interior and exterior security cameras, playground, dog park, picnic area, and more. The development is just over a mile to a Kroger and Fairfield Medical Center.

The entire project will be designed and constructed to obtain Leadership in Energy & Environmental Design (LEED) – silver or comparable energy efficiency certification. In addition, at least 10% of the dwelling units will be accessible for persons with mobility disabilities and at least an additional 2% of dwelling units will be accessible for persons with hearing or visual disabilities.

The proposed development will be financed with a Permanent First Mortgage, 4% Housing Tax Credit Proceeds, a soft loan from OHFA (HDAP Funds), American Rescue Plan funds, CDFI funds, and Deferred Developer Fee.

Development Team:  
Woda Cooper Development, Inc.  
Woda Construction, Inc.  
Woda Management & Real Estate LLC

Project Address: Vacant land adjacent to 199 Sells Road Lancaster, Ohio 43130

Number of Units: 40

Program(s) to be utilized in the Project: 4% Housing Tax Credit Program, Housing Development Loan, and Housing Development Assistance Program.

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

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

Mr. Taylor Koch, Interim Director of Multifamily Housing  
Ohio Housing Finance Agency  
2600 Corporate Exchange Dr.,  
Suite 300, Columbus, OH 43231

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

Sincerely,



Jonathan McKay  
Vice President of Development  
500 S. Front Street, 10th Floor  
Columbus, Ohio 43215  
614-377-1750  
[jmckay@wodagroup.com](mailto:jmckay@wodagroup.com)





Emerald Place  
LDG Multifamily LLC  
545 South Third Street  
Louisville, KY 40202  
Contact: Zac Linsky

September 26th, 2023

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Rochelle Menningen, Clerk of Council  
Fairfield County  
210 East Main Street,  
Lancaster, OH 43130

RE: Emerald Place

Dear Ms. Menningen:

The purpose of this letter is to apprise your office that LDG Emerald GP LLC plans to be the general partner of a residential rental development located in or within a one-half mile radius of your political jurisdiction, and will submit an application to utilize the multifamily funding programs of the Ohio Housing Finance Agency (OHFA) for the development of this property.

Emerald Place is a proposed 216-unit affordable housing development to be located at 730 South Ewing Street, Lancaster, Ohio. The development will include a mix of one-, two-, three-, and four-bedroom apartments to serve families at 30%, 50% and 60% of area median income, in five 3-story apartment buildings, plus a large community building with amenities for the residents.

The proposed development will be financed with tax exempt bonds, conventional first mortgage, OHFA HDAP and HDL loans, CDBG funds, Affordable Housing Trust Funds and deferred development fees.

Development Team:  
General Partner: LDG Emerald GP LLC  
Developer: LDG Multifamily LLC  
Contractor: Xpert Design & Construction  
Property Manager: Winterwood, Inc.

Project Address: 730 South Ewing Street, Lancaster, Fairfield County, OH 43130

Number of Units: 216

Program(s) to be utilized  
in the Project: 4% Housing Tax Credit Program, Housing Development Assistance Program,  
Housing Development Loan Program, and Multifamily Bond Program.

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



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

Mr. Shawn Smith, Executive Director  
Ohio Housing Finance Agency  
2600 Corporate Exchange Dr Suite 300,  
Columbus, OH 43231

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

Sincerely,

Zac Linsky  
Development Manager  
545 South Third Street  
Louisville, KY 40202  
(502) 234-1950  
zlinsky@ldgdevelopment.com





September 28, 2023

Re: Application #ZM-23-001

To Whom It May Concern,

This letter is to inform you that the City of Canal Winchester Planning and Zoning Commission will hold a public hearing on Monday, October 9, 7:00 p.m. at City Hall (45 East Waterloo Street, Canal Winchester, Ohio) on the following item:

Application #ZM-23-001 – Property Owner Weiser Development Co. LLC and Applicant Matthew Schwartz for property located at the corner of Basil Western Road and Hill Road (PID 042-041220) is requesting the 48.664 acre parcel be rezoned from Exceptional Use (EU) to Limited Manufacturing (LM).

The application is available for review prior to the public hearing at the Canal Winchester City Hall, 45 East Waterloo Street, during normal business hours or on the City of Canal Winchester Website [www.canalwinchesterohio.gov](http://www.canalwinchesterohio.gov) under the Agendas and Minutes tab.

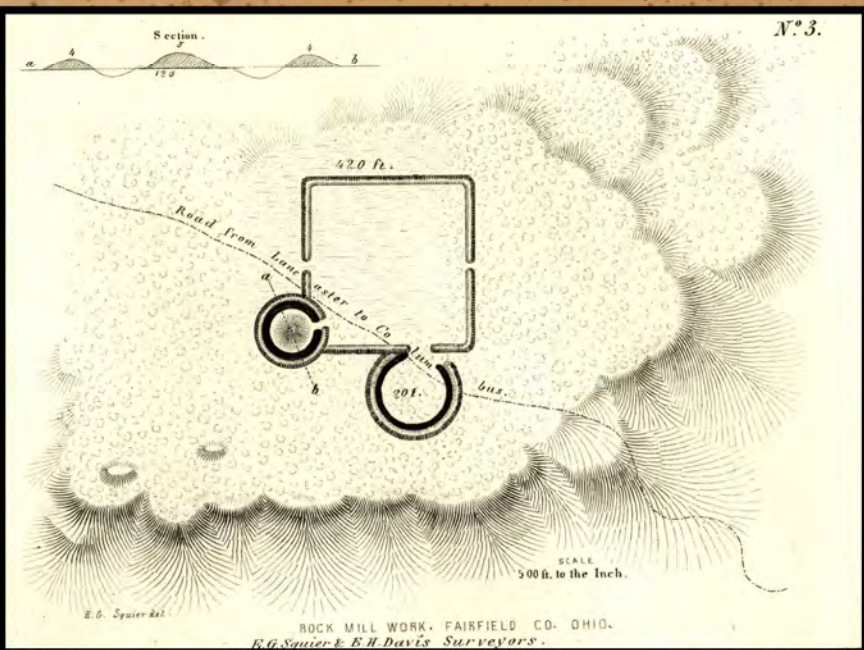
Sincerely,

Andrew Moore,  
Planning and Zoning Administrator



# ANCIENT EARTHWORKS OF FAIRFIELD COUNTY

## Rock Mill Work



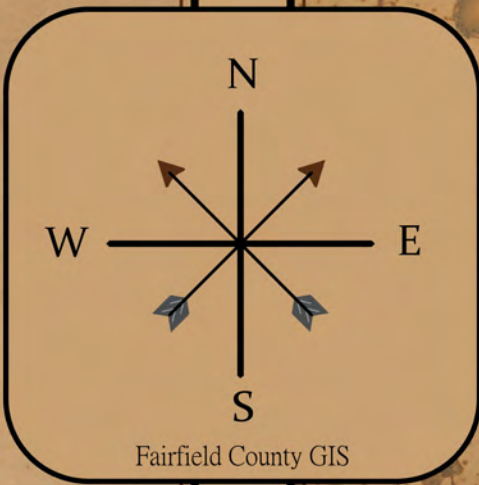
Rock Mill Work, Bloom Township

This work is remarkable as being the only one, entirely regular in its plan, which has yet been discovered occupying the summit of a hill. It is situated on the road from Lancaster, Fairfield County, Ohio, to Columbus, the capital of the State, seven miles distant from the former place, near a point known as the "Hocking River Upper Falls", or "Rock Mill". It consists of a small square measuring four hundred and twenty feet on each side, in combination with two small circles, one hundred and twenty-five and two hundred and ten feet in diameter respectively. The hill is nearly two hundred feet in height, with a slightly undulating plain of small extent at its summit. The works are so arranged that the small circle, enclosing the mound, overlooks every part and commands a wide prospect on every hand. Towards the brow of the hill, at prominent points, are two elliptical terraces or elevations of small size. The sides of the square enclosure correspond to the cardinal points. The walls, excepting those of the circular structures, are very slight, and unaccompanied by a ditch. The work is clearly not of a defensive origin, and must be classed with those of similar outline occupying the river terraces. At a short distance above this point, the champaign country commences, and no other remains are found. The erections of the mound-builders are almost exclusively confined to the borders of the watercourses.

There are very few enclosures, so far as known, in the Hocking River valley; there are, however, numerous mounds upon the narrow terraces and on the hills bordering them. In the vicinity of Athens are a number of the largest size, and also several enclosures. Mounds are found upon the high bluffs in the neighborhood of Lancaster, at points commanding the widest range. An examination of the valley with a view of bringing to light its ancient monuments would, without doubt, be attended with very interesting results.

E. G. Squier, A.M. and E. H. Davis, M.D. Ancient Monuments of the Mississippi Valley: Comprising the Results of Extensive Original Surveys and Explorations. City of Washington, Smithsonian Institution, 1848. Description - Page 100, Survey - Page 98A.

Evidence and location of the earthworks can be found by examining the aerial photography for Fairfield County captured in 1938. See inset map [Left] that clearly shows the remains of the southwest circle and indications of the southeast circle.



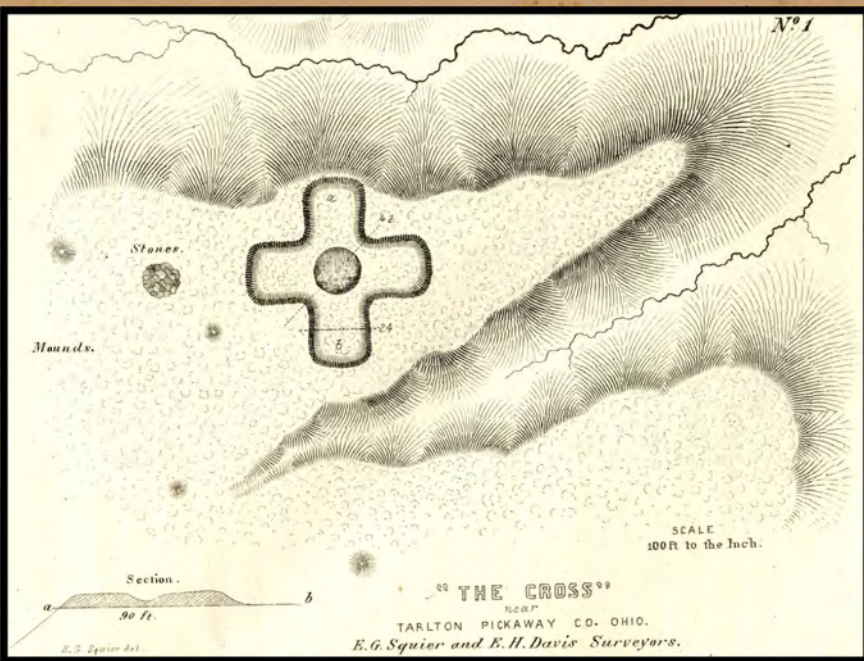
## The Cross

The Cross, Clearcreek Township

The work here figured is found near the little town of Tarlton, Pickaway County, Ohio, in the narrow valley of "Salt Creek", a tributary of the Scioto River, eighteen miles north-east from Chillicothe, on the great road to Zanesville. In position it corresponds generally with the remarkable work last described, though wholly unlike it in form. It occupies a narrow spur of land, at a prominent point of the valley; its form is that of a Greek Cross, ninety feet between the ends, and elevated three feet above the adjacent surface. It is surrounded by a slight ditch, corresponding to the outline of the elevation; in the center is a circular depression, twenty feet across and twenty inches deep. The sides of the cross correspond very nearly with the cardinal points. Immediately back of it, is a small circular elevation of stone and earth, resembling that in connection with the Granville effigy, and denominated an altar in the description of that work. Several small mounds occur nearby; and upon the high hill, a spur of which is occupied by the cross, are several large mounds. Mounds are quite numerous in this little valley, and on the hills bordering it; but it is not known to contain any enclosures.

E. G. Squier, A.M. and E. H. Davis, M.D. Ancient Monuments of the Mississippi Valley: Comprising the Results of Extensive Original Surveys and Explorations. City of Washington, Smithsonian Institution, 1848. Description - Page 98, Survey - Page 98A.

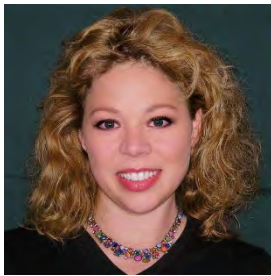
Evidence and location of the earthworks can be found by examining the LiDAR data for Fairfield County captured in 2020. See inset map [Bottom] that plainly shows The Cross when the tree canopy is removed.





# AUDITOR'S LEDGER:

## News from the County Auditor's Office



### From the Desk of County Auditor Carri Brown

I hope you are enjoying the start of autumn and all of the beautiful scenery this season brings, as well as the fun scarecrows placed all over the county as part of the Fairfield County Scarecrow Trail!

We enjoyed seeing many of you at our inaugural Real Estate Summit last week, which you can read more about below. Our team is also eagerly gearing up for the Fairfield County Fair, returning October 8 - 14. Be sure to check out some fun facts about our local fair in this newsletter. In this edition, we also congratulate this year's recipients of the Weights and Measures Awards of Excellence, and introduce two new team members. You will also find information on the recent completion of the 2022 Fairfield County Financial Audit, our October Map of the Month, some of our recent community involvements, and more!



In addition, The Auditor's Office recently shared our Code Of Conduct, which emphasizes our commitment to excellence and professionalism. You can view the Code of Conduct [here](#).

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

Kindest regards,

*Carri L. Brown*

Carri Brown, PhD, MBA, CGFM  
County Auditor

## News From the Auditor's Office

### Weights & Measures Awards

This year marks the 2<sup>nd</sup> Annual Weights and Measures Awards of Excellence. Five businesses from around Fairfield County were recognized for their excellence in weights and measures.

The businesses recognized for their customer service, dedication to fairness, and accuracy with weights and measures are:

- Clearcreek Cakes & Bakes
- Keller Market
- Nightcrawler Gardens
- Meijer of Canal Winchester
- Walnut C D&D, LLC



Auditor Brown presented information on the Weights and Measures department with a game of Fairfield County Squares. Congrats to the winner, Commissioner Levacy!



Carter Corcoran, Weights and Measures Inspector, was also recognized for recently passing his Weights and Measures certification. Way to go, Carter!

---

### Fairfield County 2022 Financial Audit Complete

The Ohio Auditor of State has successfully completed the Fairfield County financial audit for the fiscal year ended December 31, 2022. The financial audit was performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States.

The county received an unmodified financial statement opinion with no reportable findings. We in the Auditor's Office - Financial Systems would like to thank the elected officials, county departments and staff who helped in completing the financial audit.

---

## Recap of Real Estate Summit

The office hosted its inaugural Real Estate Summit on Sept. 21<sup>st</sup> at the Fairfield County Fairgrounds. Over 30 realtors, along with title agencies, government officials, and employees were in attendance to hear how they can best serve Veterans through their positions. Lilian Zarzar provided a lively and energetic presentation focused on communication. Representatives from Veterans offices and real estate offices reviewed specific programs and tools of interest.

We look forward to hosting this even again next year!



## Community Connections



Follow Your Auditor's Office On  
**Social Media!**

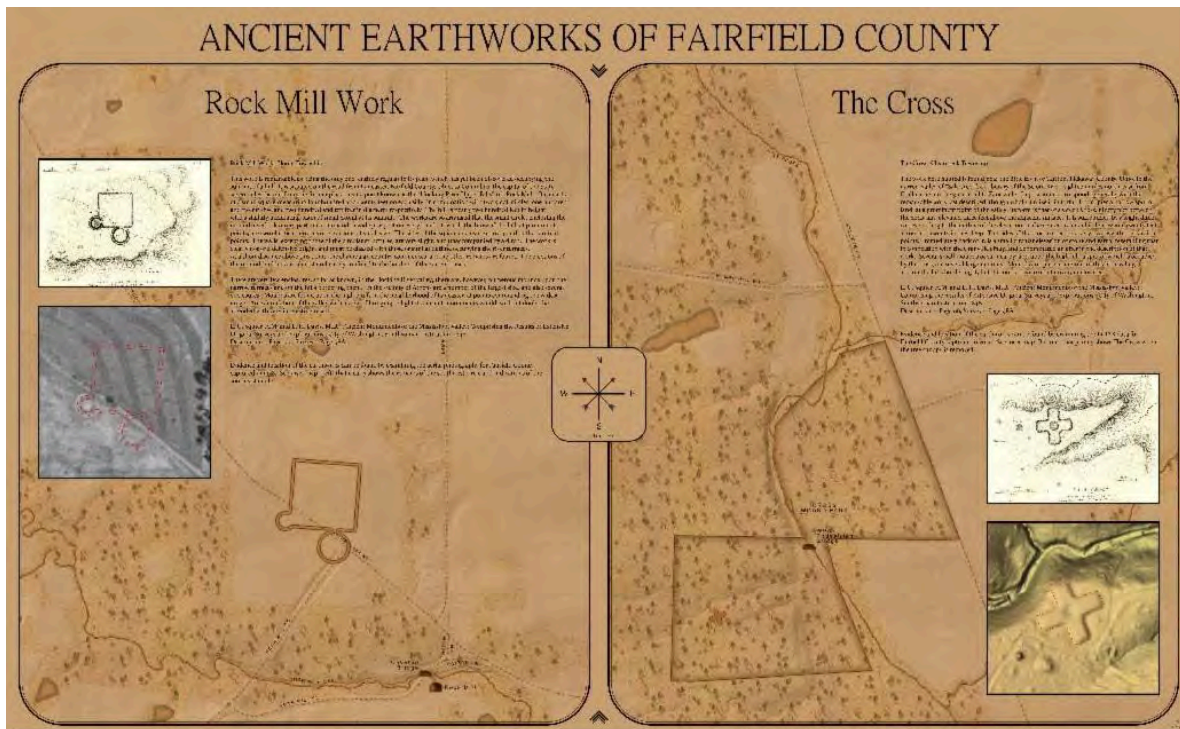
Did you know we have over 3,000 followers across our four social media platforms? If you're not one of those 3,000, you should join and follow!

- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [Twitter](#)
- [YouTube](#)



## October Map of the Month - Ancient Earthworks of Fairfield County

October's Map of the Month features the Ancient Earthworks of Fairfield County. The map as well as more information on The Rock Mill Work and The Cross can be found [here](#).



## Community Partnerships

For United Way Community Care Day this year, Auditor's office staff members Bev A., Stacy, Noel, Jess, and Meagen worked at Meals on Wheels prepping over 1,600 pounds of food for Thanksgiving meals.



## Fairfield County Fair

The best and the last returns this year, Oct. 8 - 14! We are excited to attend the fair and hope to see you all there. Whether it's supporting youth in their 4-H projects, enjoying events, grabbing some favorite fair food, or riding rides, there is so much fun that our local fair has to offer!



The first Fairfield County Fair was held in Lancaster, Ohio, during the second week of October 1851, in a field owned by the Agricultural Society's president, John Reber. This location was west of N. Columbus St. and south of the Reservoir. The first exhibition was quite successful. Consequently, John Reber was vested by the Board of Directors with the power to purchase a permanent Fairground.

[Credit: Fairfield County Fair](#)



The Fairfield County Auditor's Office attends the Fair for more than just the fun and food! Our Weights and Measures team calibrates the scales ahead of the week's livestock shows to ensure the weigh-ins are accurate and consistent to maintain fairness to our youth showing livestock! Good luck to all who have worked hard on fair projects this year!

## Get to Know Our Team

### Welcome, Kit and Michele!

We are overjoyed to welcome Kit as our newest payroll specialist and Michele as our newest settlements & admin clerk.





Kit Burley, Payroll Specialist



Michele, Settlements & Admin Clerk

---

## Trail of Scarecrows

Meet “Pinky,” the Auditor’s Office entry for the Trail of Scarecrows. She is a Pink Lady from the movie *Grease* to go along with this year’s movies theme for the Trail of Scarecrows, as well a Breast Cancer Survivor in honor of October being Breast Cancer Awareness Month. She will be on display for the month of October.

A HUGE thank you to Carri, Stacy, Michelle, Jess, and Meagen for helping to create and assemble Pinky! Vote for your favorite scarecrow starting October 1 (we hope it’s Pinky!).



A map of scarecrows throughout Fairfield County can be found [here](#).

---

## Happy Birthday!

- Josh Harper – September 18





# Resources



## Public Records Requests

The mode, median, and average response time for public records requests to the County Auditor's Office is within one day. If you have a request, please contact Rachel Elsea at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

## Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

### October Dates of Interest

- Adopt a Shelter Dog Month
- 8 - 14 – Fairfield County Fair
- 13 – County Offices Closed for the Fair
- 31 – Halloween
- 31 – 3<sup>rd</sup> Quarter Lodging Tax Due

### SAVE THE DATE

- Election day – Nov. 7
- Veterans Day – County Offices Closed Nov. 10

Fairfield County Auditor's Office | [Website](#)



Fairfield County Auditor's Office | 108 North High Street, Lancaster, OH 43130

[Unsubscribe {recipient's email}](#)

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

Sent by [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov) powered by



# Homeless Outreach

Lutheran Social Services Faith Mission of Fairfield County



**(740) 653-2012**



# Lutheran Social Services

Mission – “Creating a better world, by serving people in need.”

LSS non-profit programs serves Ohioans across 26 counties.

Address the four core societal issues of food, shelter, safety and healing.

Fairfield County – emergency shelter, recovery housing, psychiatric after care housing, Veteran’s services, food pantry

# Fairfield County ADAMH Board

Plan, fund and monitor the behavioral health services in Fairfield County.

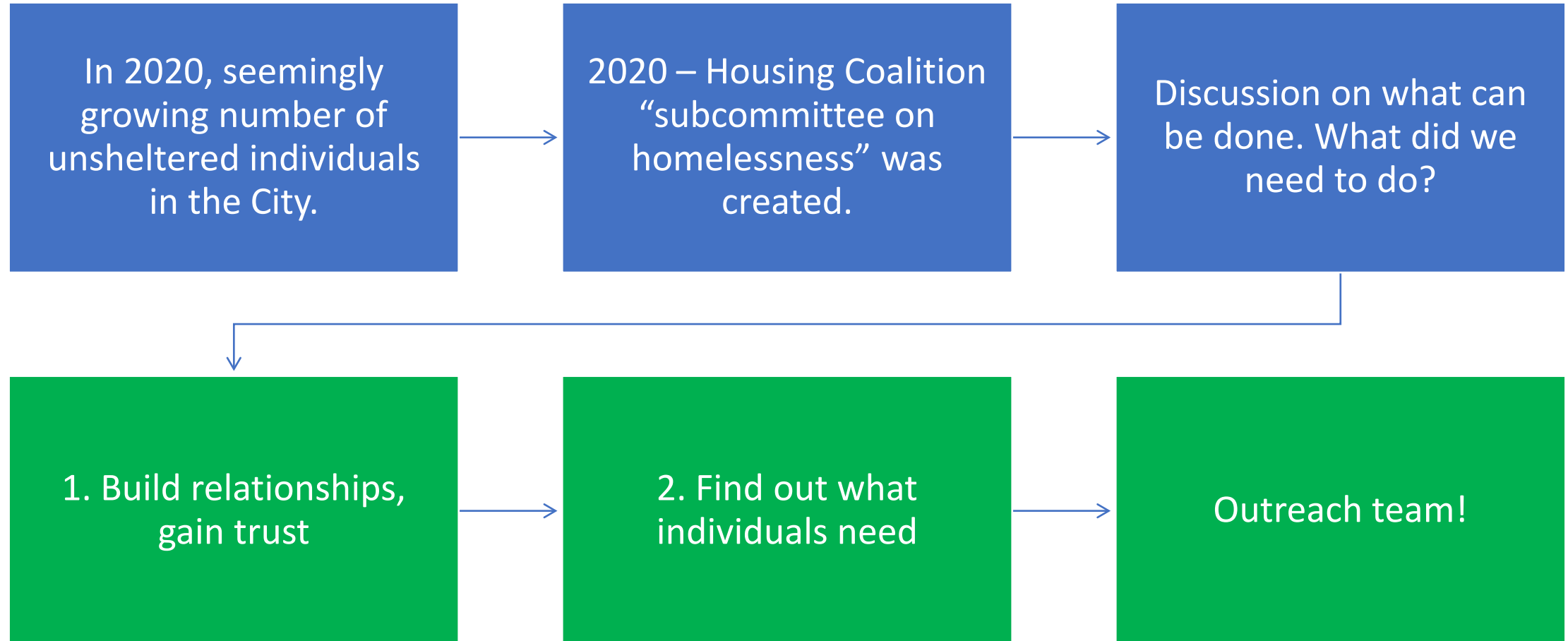
Every county in Ohio has an ADAMH Board.

Boards are subject to rules and regulations as outlined in the Ohio Revised Code, Section 340.03.

We receive local (levy), state and federal dollars to support the prevention, behavioral health care and recovery supports needs of our community.

Currently have 13 “Network of Care” agencies and are providing funding for services across the continuum of life - from prenatal to older adult.

# History of this project



# History continued



Late 2021, ADAMH put out an RFP for homeless outreach team to impact those individuals who are unhoused living with mental health and/or substance use challenges.



Received 3 applications. Team of reviewers made up of several ADAMH staff and 4 ADAMH Board members.



LSS was awarded the grant in February 2022. They began some preliminary work for the program.



Tim was hired in March 2023.



# What does Tim do?



**Find, engage, and link  
those experiencing  
homelessness with  
services and/or  
resources**



**Person-centered and  
trauma-informed  
“progressive  
engagement”**



**Extend care, support  
and minor first aid**



**Works closely with  
community  
partners:**

**Community paramedic  
Social worker/counselors  
Pastoral care  
Family members**

# Survey Results

Survey distributed  
April to September  
2023

142 respondents

52% reported  
mental health  
challenges

46% reported  
substance use  
challenges

30% reported both  
MH and SUD  
challenges

About 32% of those  
self-identifying with  
either challenge  
were in treatment

81%  
Lancaster/Fairfield  
County residents

80% reported no  
family support

76% male

24% female

Average age, 38  
years old

Average length of  
homelessness 12.5  
months



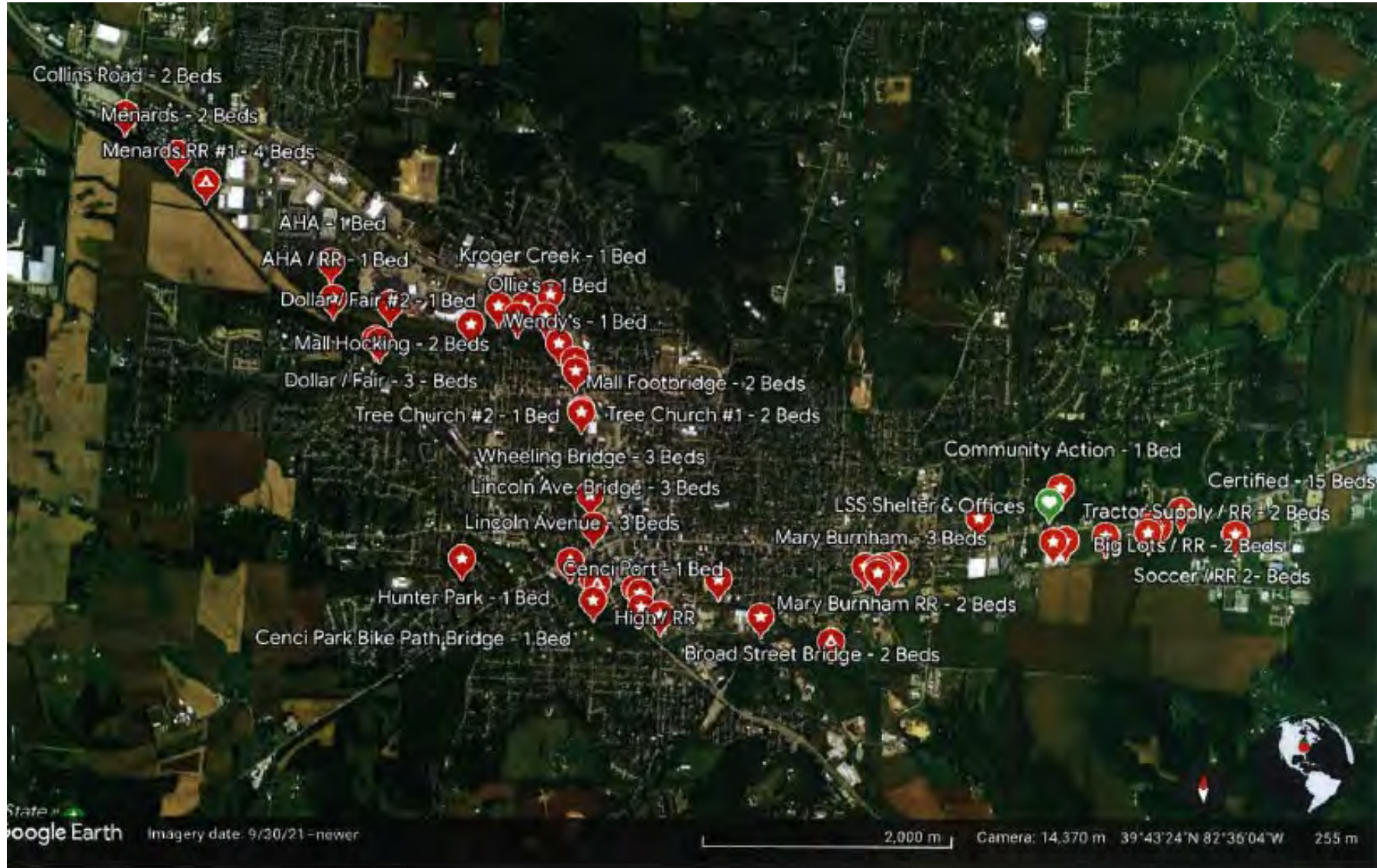
# Data Points

60 documented areas for camps or encampments – these are fluid and change often

Many camps are among Main Street, Memorial Drive, Hocking River and railroad in Lancaster

Individuals seem to stay near community resources, bus stops, bike path or railroad.

# Google Earth Map of Camps/Encampments Encountered



# What does Tim encounter?



Individuals encountered are generally kind, cooperative and appreciative of any support



Many feel a sense of hopelessness and disenfranchised by government, community social services system as well as by the lack of affordable housing options



Many feel overwhelmed with the details of getting their “life back in order,” and that includes seeking care for MH and/or SUD challenges



Camps and encampments range from primitive to more advanced

Sleeping on cardboard to a two-story structure made of wood and tarps with a shower, water storage tanks and wood burning stove.



# Tents – various sites





# Porta-John and Bridges



10/03/2023



074



# Two-Story Structure



10/03/2023



075



# Trash and Debris



10/03/2023



076



# The Impact - Success

Building rapport and instilling hope are successes!

Every interaction with Tim is a success!

Extremely vulnerable, timid and fearful African American male client with MH challenges was engaged at one of the “soup kitchens.” A month-long relationship was established and he has since been admitted to the LSS Aftercare Program, is working, attending group meetings and is beginning treatment for his mental health.





# Growing the program



Vehicle to help with rapport-building and visibility in the community and so that there would be an opportunity to immediately address a transportation need, if one arises. Such as transport to shelter, hospital, etc.



ADAMH has applied for additional funding through the Ohio Department of Mental Health and Addiction Services.

Will continue to look for other grant opportunities.



Expansion of this program to form a team to include peer support, case management.



Expand outreach to outlying areas of Fairfield County, within the rural areas, villages, etc and to also include more work in the Pickerington area.

# H.O.V.E.R. Homeless Outreach Vehicle with Empathetic Response



## The Big Picture

Outreach is  
just one  
piece of the  
puzzle!

- Build rapport and get the unsheltered connected to care, housing ,etc.
- Reduce homelessness and the risk of homelessness
- Shelter expansion – add capacity to be able to provide emergency shelter to individuals in need
- Increase supportive daytime programming for those in shelter beds
- Housing project – 24-unit permanent supportive housing project for individuals living with serious mental illness and/or substance use challenges
- Increase access to affordable/supportive housing for residents



# Venture Place

ADAMH has purchased 2 acres of land at Venture Place

Building a 24-unit, 3-story permanent supportive housing project

Each unit is 1-bedroom

Community room with a kitchen, laundry on each floor, mail room, offices on the first floor for supportive services

Sidewalks, half-court basketball court and covered picnic pavilion

Property will be managed by Lutheran Social Services

Supportive services will be on-site and include case management, employment supports, financial coaching, mental health and substance use treatment

Residents will also have easy accessibility to peer operated services at COH



# Site Plan for Venture Place



10/03/2023

# Venture Place



# Center of Hope

The COH is a peer-operated center that is open Monday – Friday, 8 to 4 pm, offers individual and group peer support, support groups, art group, meals, social activities, etc. COH welcomes all community members but peer-operated centers like COH are traditionally for individuals living with serious mental illness. It is not a “drop-in” center.



# Shelter Expansion

Fairhaven Shelter will move to the current Center of Hope building at 1665 E. Main Street

(The Center of Hope will have a new building next to Venture Place. Improve quality and accessibility of Peer Operated Services)

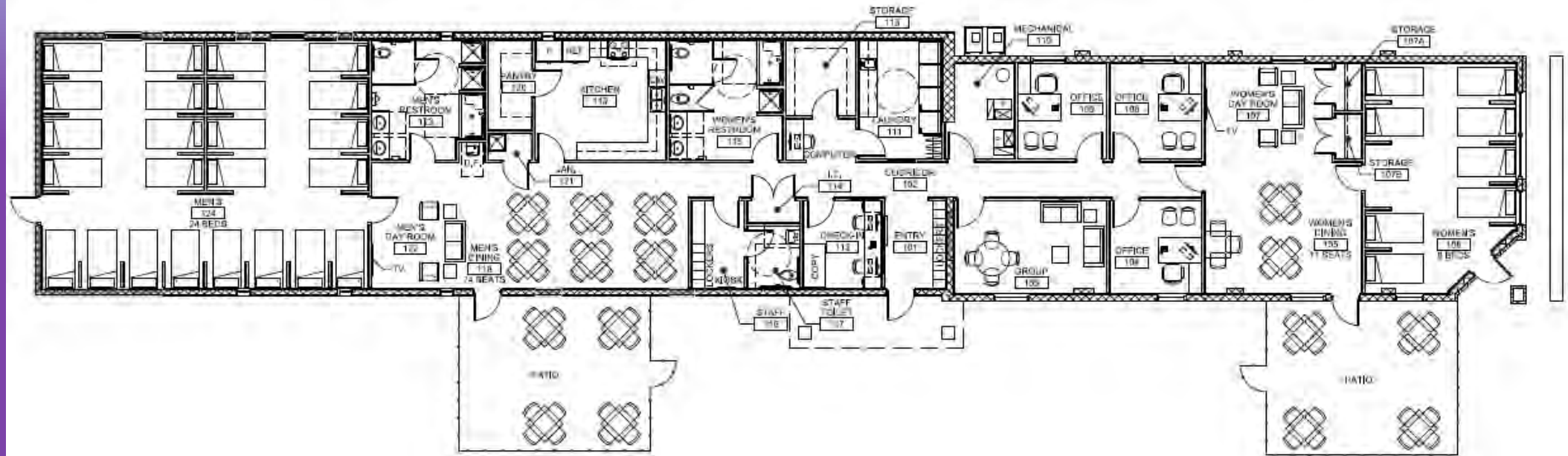
24 male beds and 8 for female

This is an additional 8 male beds

Veterans' housing will make up the current Fairhaven Shelter after renovations are completed



# Fairhaven Shelter Floor Plan



# Project Funding

ADAMH contribution	\$2,695,272 (this is fluid)
ARPA Funding from Fairfield County	\$3,000,000
Eligible for 2 Capital Grants with OMHAS	\$2,000,000
OHFA Grant for Venture Place	\$2,000,000
FHLB Grant	application pending
LSS Veterans grant to renovate Fairhaven	\$554,728

Total cost of project is roughly 10.2 million.

Construction to start November/December 2023.

## Questions? Contact Information

Miranda Gray

Fairfield ADAMH

[mgray@fairfieldadamh.org](mailto:mgray@fairfieldadamh.org)

740.654.0829 x 261



Tim Hubbell

Lutheran Social Services

[thubbell@lssnetworkofhope.org](mailto:thubbell@lssnetworkofhope.org)

567-215-0577 ext. 32120





# FAIRFIELD COUNTY

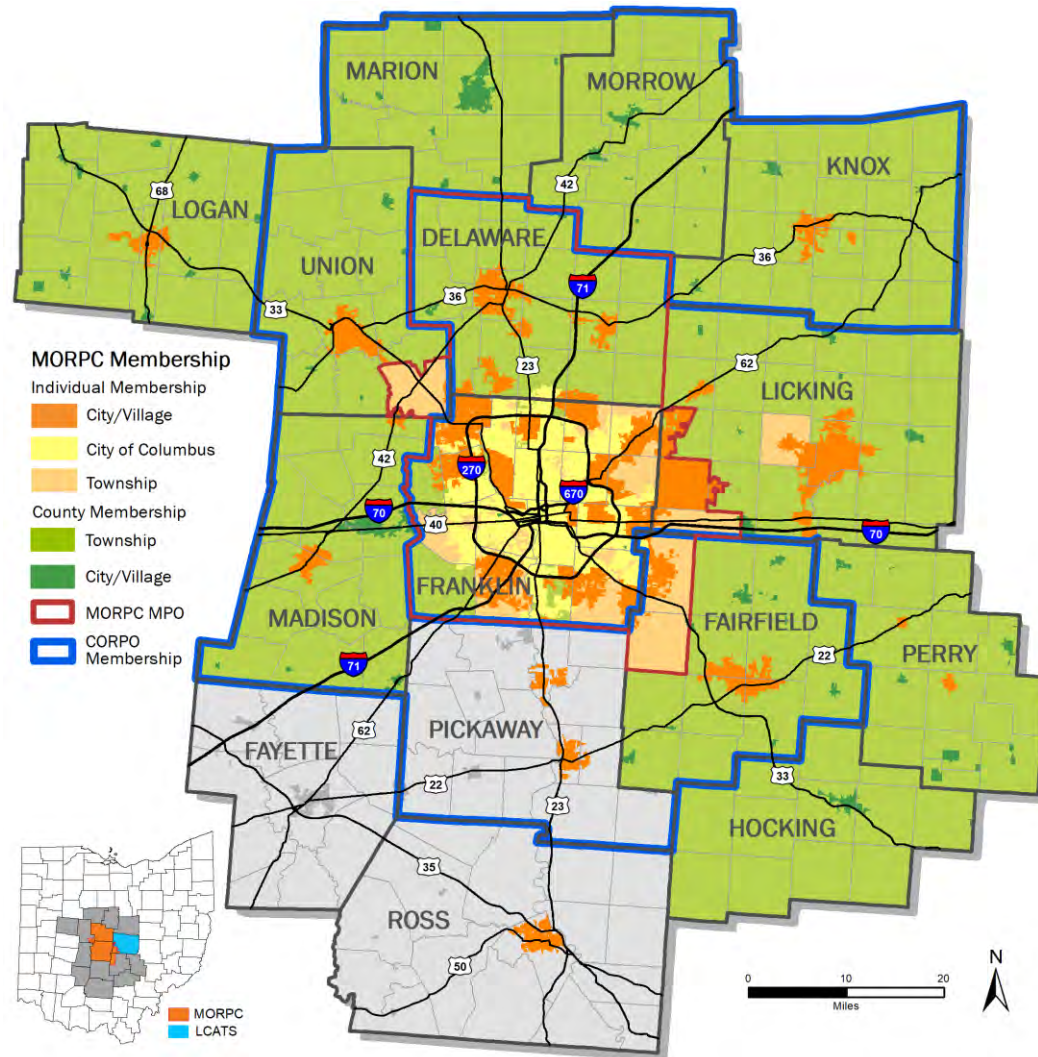
Tuesday, October 3, 2023

10/03/2023



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION





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

# FAIRFIELD COUNTY MEMBERS

- FAIRFIELD COUNTY

- VILLAGE OF BUCKEYE LAKE

- VILLAGE OF LITHOPOLIS



- BLOOM TOWNSHIP

- VIOLET TOWNSHIP



**Reynoldsburg**  
OHIO • 1839

- CITY OF CANAL WINCHESTER

- CITY OF LANCASTER

- CITY OF PICKERINGTON

- CITY OF REYNOLDSBURG



CITY OF  
**PICKERINGTON**



# STRATEGIC FRAMEWORK

## What the Strategic Framework Is

The strategic framework is built on four pillars: *Pay It Forward*, *Drive Investment*, *Build Value for Our Members*, and *Create an Environment for Prosperity*. Its focus is on tangible strategies for improving Central Ohio.



### **PAY IT FORWARD:**

MORPC enhances public service leadership and builds capacity in communities.



### **BUILD VALUE FOR MEMBERS:**

MORPC leverages creative ways to increase our members' returns on investment.



### **DRIVE INVESTMENT:**

MORPC creates opportunities for every community to enhance their assets for the future.



### **CREATE AN ENVIRONMENT FOR PROSPERITY:**

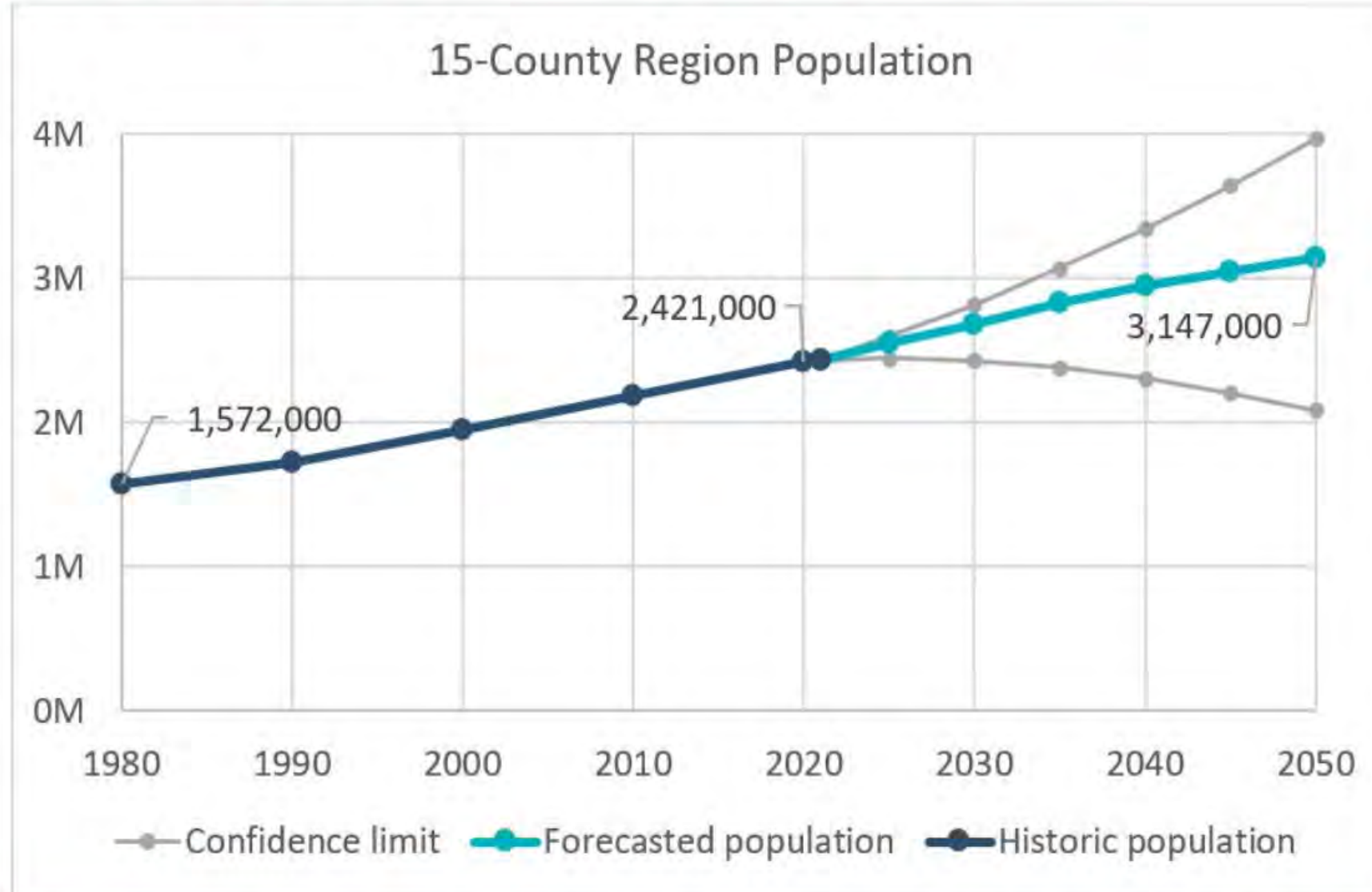
MORPC delivers essential tools for the region to get better as it grows bigger.



# REGIONAL GROWTH REMAINS STRONG



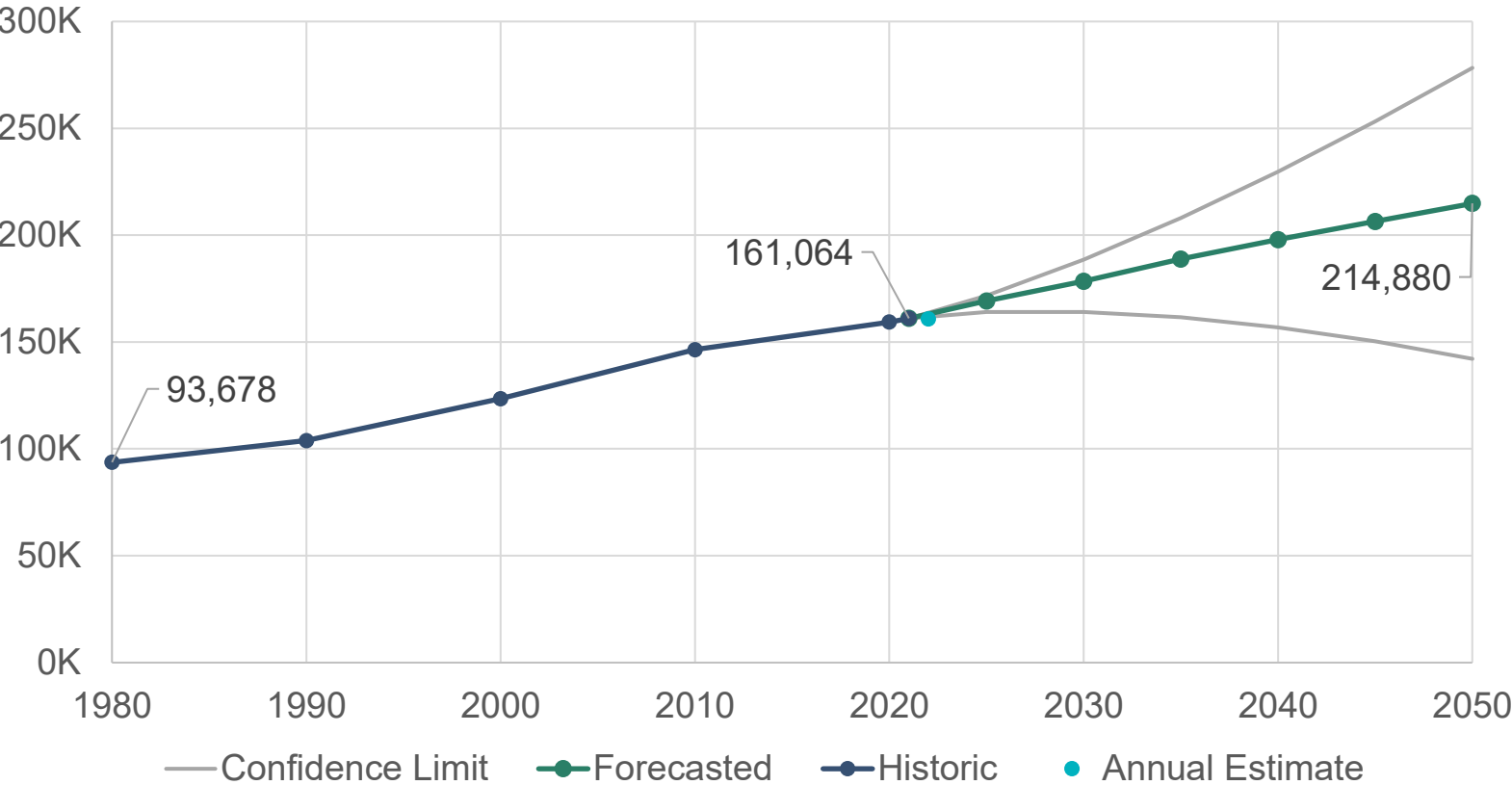
MORPC



# Fairfield County Population Trends



Historical and forecasted population, Fairfield County  
Forecast lookback period: 1980-2021  
Source: MORPC Central Ohio Population Resource Hub



## 2022 Factors of Change

## 10-Year Trend

Births  
**1,719**



Deaths  
**1,697**



Net migration  
**+1,894**



# MORPC MPO – Transportation Planning



**MORPC**  
MID-OHIO REGIONAL PLANNING COMMISSION

- Metropolitan Planning Organization
  - City of Pickerington
  - City of Canal Winchester
  - City of Reynoldsburg
  - Violet Township
  - Bloom Township
  - Village of Lithopolis
- Metropolitan Transportation Plan
  - Transportation vision 20+ years out
  - Same schedule as LCATS Long Range Plan
  - Works closely with Fairfield Regional Planning & Engineer's Office
- Transportation Improvement Program
  - 4-year program of federal and state funded projects
  - MORPC attributable funding
    - \$750,000 Refugee Road Corridor
- Significant Activities Involvement
  - ODOT US 33 Corridor Study
  - Pickerington Rd Interchange
  - US 33 to I-70 Connector
  - I-70 & SR 256 interchange
- Other Regional Items
  - Gohio
  - Mobility Manager

# CORPO – Transportation Planning



**MORPC**  
MID-OHIO REGIONAL PLANNING COMMISSION

- **CORPO Dedicated Funds, State Fiscal Years 2024-2025**
  - Recommended projects available public comment CORPO webpage thru **October 5<sup>th</sup>**
    - \$252,000 proposed for Lancaster Memorial Drive Pedestrian crossings PE & ROW
  - CORPO Dedicated Funds additional application round in November \$1,000,000.
- **CORPO 2023-2050 Transportation Plan**
  - Update to be adopted in November 2023.
  - Public comment on 2023-2050 CORPO transportation plan draft. SEE QR CODE.
  - **VIRTUAL PUBLIC OPEN HOUSE** for 2023-2050 CTP Thursday, October 19th from noon to 1 PM.
  - Link to join on CORPO webpage.
- **Safe Streets and Roads for All (SS4A)**
  - Will complete a Safety Action Plan for the CORPO counties
    - Kick-off with an in-person steering committee meeting ahead of CORPO meeting on November 6<sup>th</sup>
    - **Will allow CORPO communities to apply for implementation dollars in next round of SS4A funding.**
    - Reach out to Mary Turner [mturner@morpc.org](mailto:mturner@morpc.org) or Lauren Cardoni [lcardoni@morpc.org](mailto:lcardoni@morpc.org) to be involved.





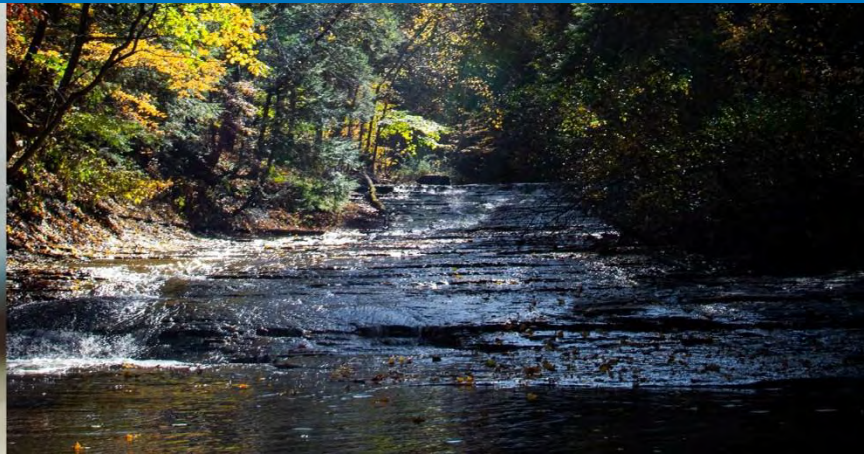
MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION



# REGIONAL WATER COLLABORATION & PLANNING



10/03/2023

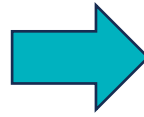


# COMMUNITY-BASED PLANNING ASSISTANCE



MORPC

Technical Assistance  
Program



- **ACTIVE TRANSPORTATION PLANNING**
- **LAND USE PLANNING**
- **BICYCLE & PEDESTRIAN & TRAIL PLANNING**

Consultant Services  
Program

Planner Pool  
Program



Internship  
Program

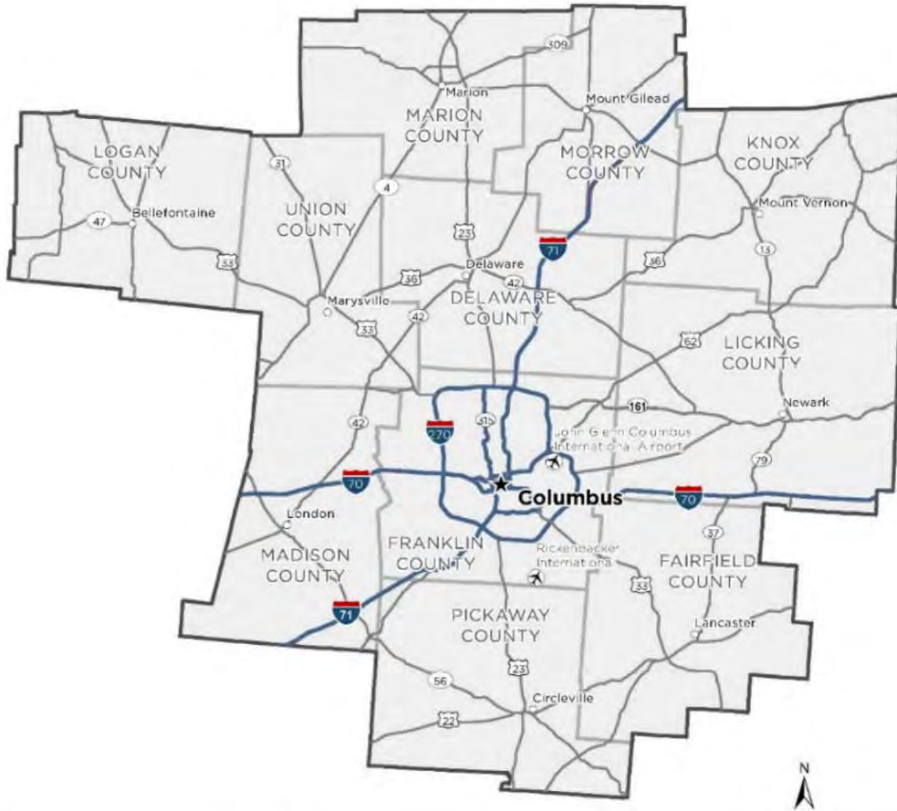


To request assistance and  
view options

**SUMMER INTERNS TO SUPPORT DAY-TO-DAY  
FUNCTIONS OR SPECIAL PROJECTS  
WITHIN THE COMMUNITY**



# CREATE ENVIRONMENT FOR PROSPERITY



## ✓ US EDA UPDATES

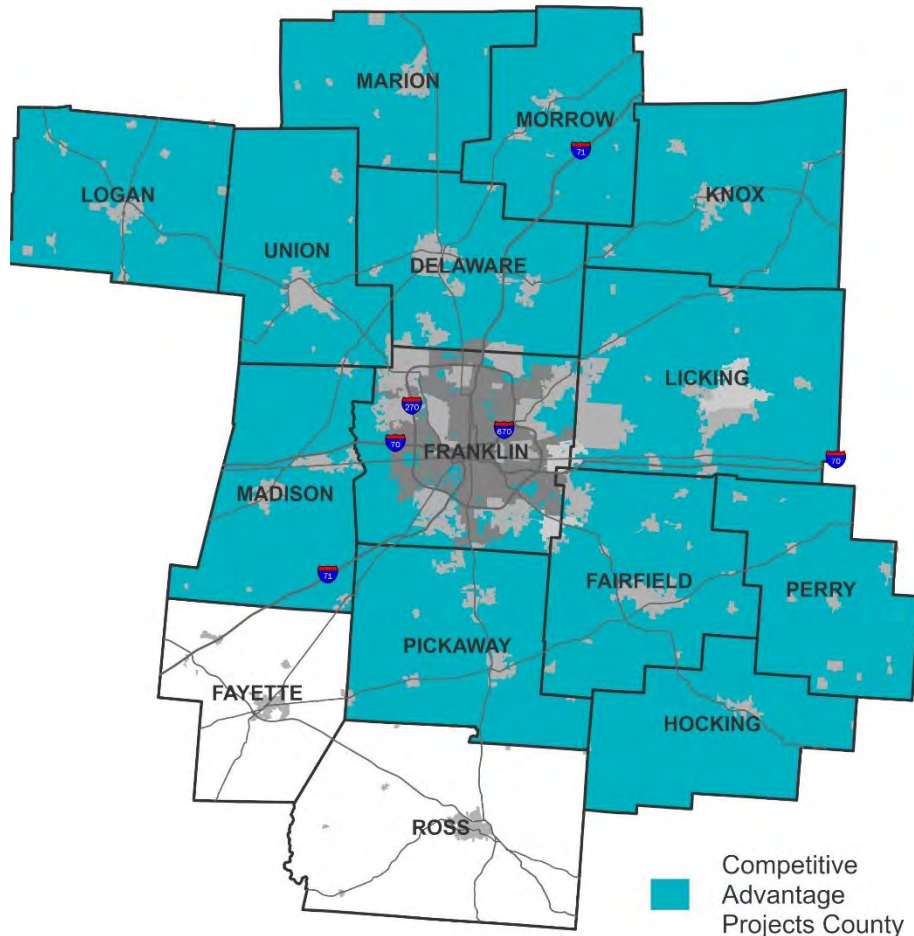
Economic Development District Approved!

Regional Tech Hubs Grant Submitted



U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

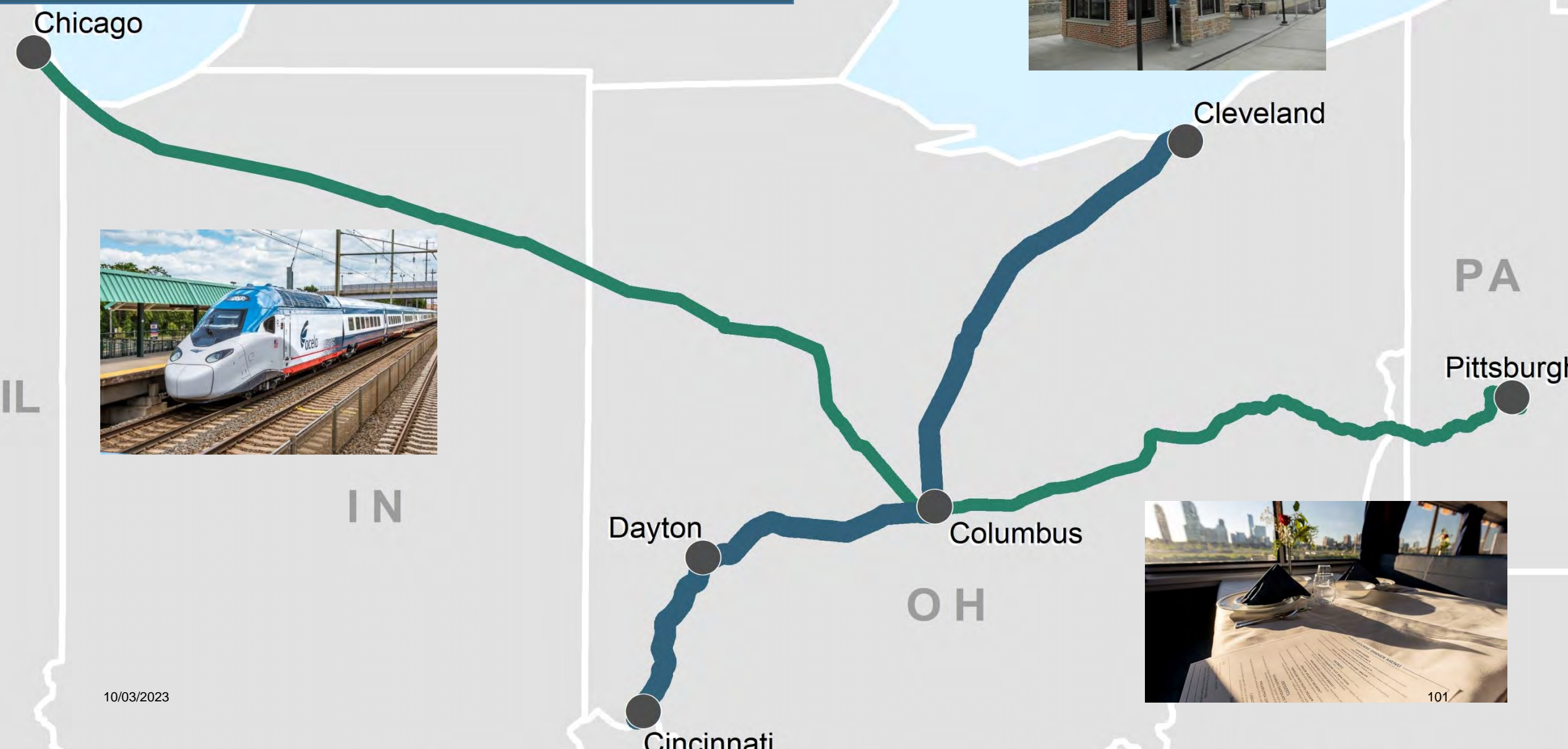
# CREATE ENVIRONMENT FOR PROSPERITY



## ✓ COMPETITIVE ADVANTAGE PROGRAM

- Eastside Industrial Connector
- I-70 to US 33 Connector
- Southeast US 33 Corridor

# RAIL OPPORTUNITY



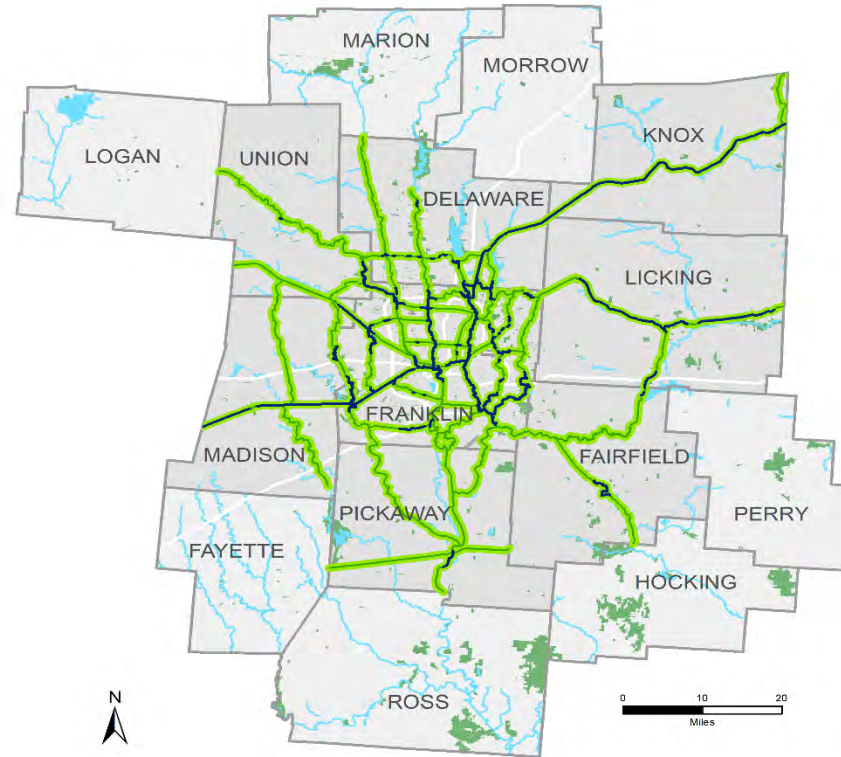
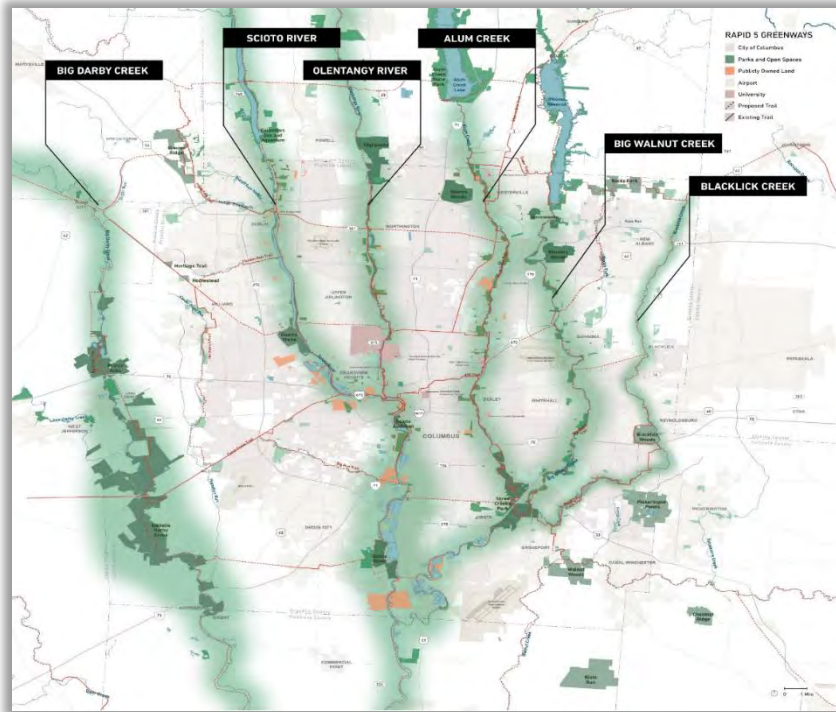


# OHIO RAIL CROSSING ELIMINATION PROGRAM

- \$100 million available
- Eliminate Dangerous Railroad Crossings
- Pay matching funds required for additional support from the Federal Railroad Administration
- Submit railroad crossing elimination projects to the Ohio Rail Development Commission
- More info at [rail.ohio.gov/crossingelimination](http://rail.ohio.gov/crossingelimination)



# REGIONAL INITIATIVES – ADVANCING ACCESS, CONNECTIVITY, HEALTH & MORE



Central Ohio  
Greenway Trails

- Existing Multi-use Path
- Proposed Multi-use Path
- Greenway Trail Corridor
- River/Water
- Park/Open Space



The information shown on this map is compiled from various sources made available to us which we believe to be reliable.  
N:\ArcGIS\GORE\COG\ODGvision\PT2.mxd  
3/2/2023





**COLLABORATE. INNOVATE.**  
**INSPIRE.**

**summit on sustainability 2023**

Thursday October 26, 2023

**SUMMIT ON SUSTAINABILITY**  
**REGISTRATION NOW OPEN!**

10/03/2023







MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

## RURAL SERVICE STRATEGY 2023

**Apr 26**  
**Rural Mobility**  
*Carroll*  
*Fairfield County*



**June 21**  
**Rural Housing**  
*Plain City*  
*Madison County*



**July 18 \***  
**Sustainable  
Community  
Development**  
*Buckeye Lake*



**Oct 17 \***  
**Trails & Tourism**  
*Hocking County*



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

**Registrations required.**

**Schedule:**  
**10 am to Noon Workshops**  
**Noon – 1 p.m. Lunch**

**\*Optional post event activity**

**Contact Eileen Leuby**  
**[eleuby@morpc.org](mailto:eleuby@morpc.org)**

# TRAILS & TOURISM ECONOMY

**Tuesday, October 17**

10:00 a.m. to 1:00 p.m.

**Hocking Hills Lodge &  
Conference Center**

20020 OH-664

Logan, Ohio 43138

## Agenda

- 10:00 a.m. to Noon Workshops
- 12:00 p.m. to 1:00 p.m.
  - Lunch Keynote: Matthew MacLaren, Esq.
- Optional: 1:15 p.m. to 2:15 p.m. Trail Hike

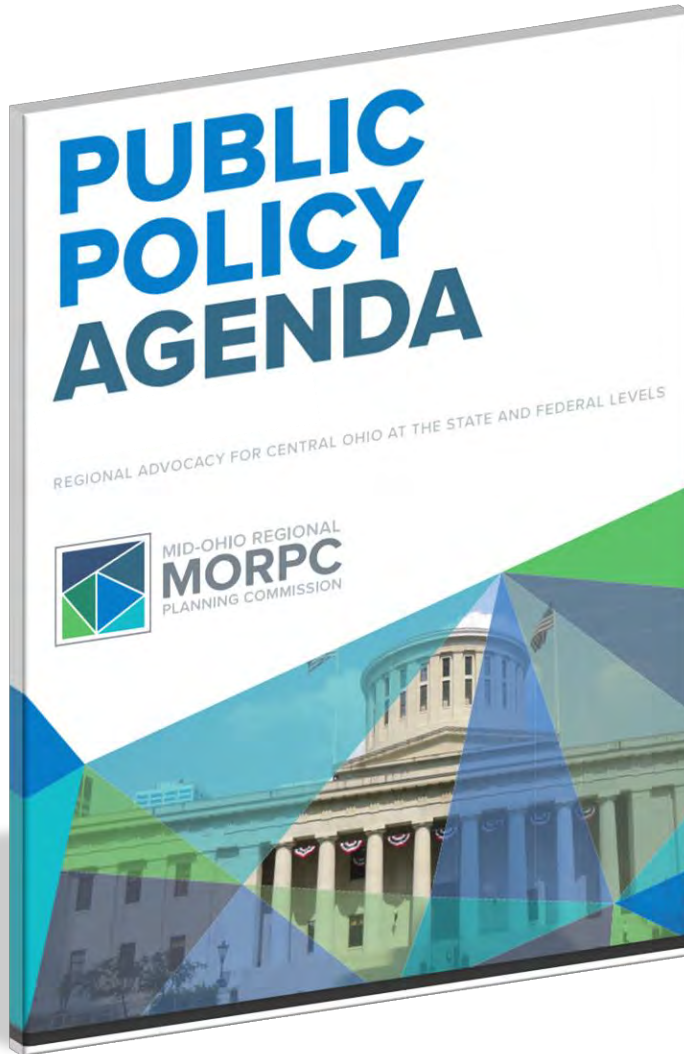


Matthew MacLaren, Esq  
Director of Travel &  
Tourism Policy  
Ohio Chamber of  
Commerce



Scan Code  
to Register

# NEW PUBLIC POLICY AGENDA



- Capital Budget
- Strategic Community Investment Fund
- Competitive Bidding Threshold
- Housing



# ELEVATING OUR DEFENSE ASSETS



- Central Ohio Defense Group
- Association of Defense Communities
- Intergovernmental Support Agreement



# THE COLUMBUS REGION COALITION



- Coalition of 16 entities in government, business, education, workforce, healthcare, and public service
- Advocate collectively for major federal funding priorities



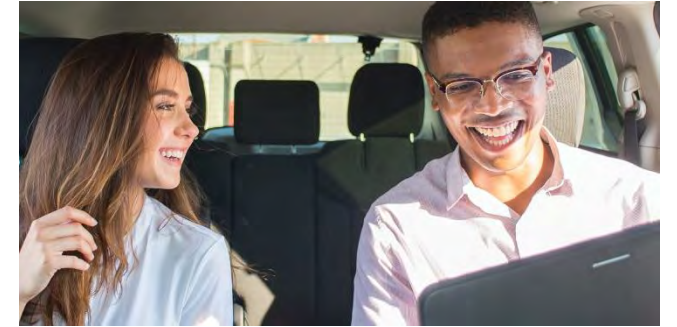


# BUILD VALUE FOR MEMBERS

Annual Salary  
& Fringe Benefit  
Survey



## Educational Partnerships



Visit [morpc.gohio.com/commute](https://morpc.gohio.com/commute)  
for more information and to apply







## DRIVE INVESTMENT

# MONEY MONDAYS

- Mondays
- 1 p.m. – 1:30 p.m.
- VIRTUAL ONLY



Oct. 16: **Resiliency: Climate Change and Hazard Mitigation**

Oct. 23: **Affordable Housing Trust for Columbus and Franklin County.**

Nov. 6: **Impact of A.I. and how it can be a helpful tool in crafting a grant application:**



# JOIN US

**MORPC invites communities and development and/or transportation partners from each area to the region update breakfasts on Tuesdays 9:00-10:30 a.m.**

- |  |  |  |   |  |
|--|--|--|---|--|
| <b>January 31 Northwest</b><br>City of Marysville<br>209 S. Main St.<br>Marysville | <b>March 21 Northeast Co</b><br>City of Johnstown<br>599 South Main<br>Johnstown | <b>May 23 Central</b><br>City of Columbus<br>Linden Community Center<br>1350 Briarwood Ave<br>Columbus | <b>September 26 Southwest</b><br>City Hall<br>City of London<br>20 South Walnut St.<br>London | <b>November 28</b><br>City of Circleville<br>Southern OH Enterprise Center<br>1360 Lancaster Pike<br>Circleville |
|--|--|--|---|--|





# MORPC SUMMER INTERN PROGRAM

## WELCOME 2023 MORPC INTERNS



## FAIRFIELD COUNTY INTERNS

Lancaster (3)  
Fairfield County (3)  
Violet Township (1)  
City of Reynoldsburg (1)  
Village of Buckeye Lake (1)





# WILLIAM MURDOCK, AICP

*Executive Director*

**Mid-Ohio Regional Planning Commission**

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# JOSEPH GARRITY

*Senior Director of Government Affairs & Community Relations*

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[jgarrity@morpc.org](mailto:jgarrity@morpc.org)

# EILEEN LEUBY

*Membership Services Officer*

**T:** 614.233.4135 | **M:** 614.381.0111

[eleuby@morpc.org](mailto:eleuby@morpc.org)



MID-OHIO REGIONAL  
**MORPC**  
PLANNING COMMISSION

REGULAR AGENDA #42 - 2023  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
OCTOBER 03, 2023

AGENDA FOR TUESDAY, OCTOBER 03, 2023

- 9:00 AM            Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for September 26, 2023
- Commissioners
- 2023-10.03.a      A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2023 Allocation. [Commissioners]
- 2023-10.03.b      A resolution authorizing a fund to fund transfer for the 4th Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC). [Commissioners]
- 2023-10.03.c      A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2023 Allocation. [Commissioners]
- Fairfield County ADAMH Board
- 2023-10.03.d      A resolution approving an account to account transfer in a major object expenditure category for the Fund # 2066 Fairfield County ADAMH Board [ADAMH Board]
- 2023-10.03.e      A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2066, Fairfield County ADAMH Board. [ADAMH Board]
- Fairfield County Auditor- Real Estate
- 2023-10.03.f      A resolution authorizing a memo expense memo receipt for the 2022 Reimbursement of agency share of Fairfield County Base Mapping Program 2020-2025 for fund 2443 – REA Department; [Auditor- Real Estate]
- Fairfield County Emergency Management Agency
- 2023-10.03.g      A resolution to request for appropriations for receipts for EMA Special Revenue Fund 2090 [EMA]

Fairfield County Engineer

- 2023-10.03.h A resolution to Schedule an Annual Township Trustee Meeting [Engineer]
- 2023-10.03.i A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for tax settlement expenses [Engineer]
- 2023-10.03.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]

Fairfield County Facilities

- 2023-10.03.k A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with McKee Paving and Sealing, LLC. [Facilities]
- 2023-10.03.l A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio Department of Public Safety at The Fairfield Center [Facilities]

Fairfield County Job and Family Services

- 2023-10.03.m A resolution approving an account to account transfer Fund 2072 Public Assistance [JFS]
- 2023-10.03.n A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and All for You 126, Inc. [JFS]
- 2023-10.03.o A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department. [JFS]
- 2023-10.03.p A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caregiver's Helpers, Inc., and Child Protective Services Department. [JFS]
- 2023-10.03.q A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and House of New Hope, Inc. [JFS]
- 2023-10.03.r A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department. [JFS]
- 2023-10.03.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Turning Point Residential Services, LLC. [JFS]
- 2023-10.03.t A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Young Star Academy, LLC [JFS]
- 2023-10.03.u A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018 [JFS]



Fairfield County Juvenile/Probate Court

2023-10.03.v A resolution approving an account-to-account transfer into a major expenditure object category fund #2036 Department of Youth Services. [Juvenile Court] [Juvenile/Probate Court]

Fairfield County Utilities Department

2023-10.03.w A resolution authorizing the purchase of two work trucks – Utilities [Utilities]

Payment of Bills

2023-10.03.x 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 October 10, 2023, 9:00 a.m.

Adjourn

Land Bank Board Meeting, 11:00 a.m.

Visitation Center Open House, 2:00 p.m.

**Regular Meeting #41 - 2023**  
**Fairfield County Commissioners' Office**  
**September 26, 2023**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Communications Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutors Steven Darnell and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Deputy Marty Norris; Tiffany Wilson, Family Adult and Children First Manager; RPC Interim Director, Holly Mattei. Also Present: Francis Martin, Sherry Pymer, Tod Cheney, Elizabeth Maple, Mike Little, Jim Paxton, Brett Bowen, Chuck Sims, Melanie Rarick, Taylor Jessup, Robyn Bass, Dave Gallimore, Leighann Adams, Laura Kennedy, Shelley Martin, Bill Squires, and Brian Plummer.

Attending virtually: Jon Kochis, Beth Cotrell, Shelby Hunt, Lori Hawk, Rick Szabrak, Jeanie Wears, Greg Forquer, Jeff Barron, Michael Kaper, Lynette Barnhart, Stacy Hicks, Nancy Nickell, Heather O'Keefe, and Marcy Fields.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance and provided a special welcome to all the representatives from the county's law enforcement agencies, fire departments, and dispatching services.

**Listen & Learn**

Auditor Brown spoke about the strategic plan, mission, and purpose behind how her office operates and interacts with one another and the public. She added that personal things motivate each of us and that purpose creates/causes engagement in the workplace. Dr. Brown stated that her staff has a lot of clarity on the office's mission focused purpose and added that the brand of her office is "Excellence." She also stated that her office operates a code of conduct which contains three principles: putting people first, maintaining professional integrity, and remaining objective.

Auditor Brown also spoke about and recognized Carter Corcoran for receiving a Weights and Measures certification from the State of Ohio and spoke briefly about a proclamation recognizing weights and measures excellence.

Commissioner Levacy spoke about the importance of putting people first.

Auditor Brown provided a PowerPoint presentation and the Fairfield County Auditor's Office: Code of Ethical Conduct which are both available in the minutes. The Auditor played a game of tic-tac-toe as a fun way to provide answers to questions and trivia regarding the importance of, and services provided by, County Weights and Measures personnel.

**Public Comments**

There were no public comments provided.

**Legal Update**

There was no legal update.

Regular Meeting #41 - 2023 – September 26, 2023

- 1 -

**Regular Meeting #41 - 2023**  
**Fairfield County Commissioners' Office**  
**September 26, 2023**

**County Administration Update**

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

**Week in Review**

*American Rescue Plan Update*

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$28.5M has been appropriated, \$15.4M expended, \$4.4M encumbered or obligated.

*The 173<sup>rd</sup> Annual Fairfield County Fair*

The Grand Opening for the Fair will be held Monday, October 9<sup>th</sup> at 8:00 am at the Feeder Creek Show Arenda. The Fair will run from October 8<sup>th</sup> through the 14<sup>th</sup>, and will showcase horse and pony pulls, high school bands, barrel and harness racing, livestock auctions, Grandpa Cratchet, arts and food contests, and many other great events. There will also be new fair food along with your long-time favorites.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 44 resolutions on the agenda for the voting meeting.

Resolutions of note:

- There is a resolution authorizing the approval of proclamations for National First Responders Day on October 28<sup>th</sup>; Domestic Violence Awareness Month, Manufacturing Month, Adopt a Shelter Dog Month, and Cybersecurity Awareness Month, all for October; and National Customer Service Week, October 2<sup>nd</sup> – 6<sup>th</sup>.
- Four Resolutions related to ARP funding.
  - Auditor's Office's printers.
  - Another for public safety software maintenance which allows public safety officials to respond to public safety emergencies more efficiently and effectively.
  - Village of Pleasantville Water Project.
  - Recategorization of a broadband project from broadband infrastructure to revenue loss.
- A resolution authorizing appropriating funds to the Fairfield County Board of Elections for costs incurred in conducting the August 8<sup>th</sup> special election (as appropriated by Am. Sub. H.B. 33 of 135<sup>th</sup> General Assembly.)
- Multiple financial resolutions allowing agencies to appropriate from unappropriated in their funds, and for allowing for advances for operational needs and repayments of advances.



**Regular Meeting #41 - 2023**  
**Fairfield County Commissioners' Office**  
**September 26, 2023**

- A resolution approving a development agreement between Fairfield County and RES Canal Winchester I, LLC.
- A resolution to apply for a funding allocation to acquire Agricultural easements through the Ohio Department of Agriculture Clean Ohio Local Agricultural Easement Purchase Program.
- A resolution authorizing the subordination of a FY 2004 Community Housing Improvement Program mortgage loan held by Fairfield County to USDA Rural Development for Ms. Elisha Stack.

**Budget Review**

- Bart Hampson thanked department heads and fiscal personnel for their communications regarding the 2024 Budget.

**Calendar Review/Invitations Received**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - South Licking Watershed Conservancy District Regular Meeting, September 26, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
  - Ohio University Community Engagement Symposium, September 29, 2023, 11:30 a.m., Ohio University Inn & Conference Center, 331 Richland Ave., Athens
  - MORPC Summit on Sustainability 2023, October 26, 2023, 8:00 a.m. – 4:00 p.m., Hilton Downtown Columbus, 402 N. High St., Columbus
  - Fairfield County Jr. Fair Livestock Sale, October 12, 2023, 5:00 p.m., and October 13, 2023, 10:00 a.m., Fairfield County Fairgrounds, Feeder Creek Vet Show Arena, 157 E. Fair Ave., Lancaster

**Correspondence**

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
  - Letters from Fairfield County Residents Regarding Solar Energy
  - Letter from Fairfield Homes, Inc., September 19, 2023, Re: Hunter's Hill Apartments
  - Memo, Dr. Carri Brown, County Auditor, September 21, 2023, Subjects: County Appraised Valuations Over Time; REA Summit; Internal Controls; & 70 Under 70 Plan
  - Dr. Carri Brown, County Auditor's, "Wins of the Week!"
  - Letter from Fairfield County Transportation Improvement District, September 20, 2023, Re: Basil Western Road Realignment/Widening Project
  - Thank You Note from Auditor Brown to Commissioner Levacy for Support of the REA Summit on September 21, 2023
  - Presentation and Reports from September 20, 2023, Fairfield 33 Development Alliance Board Meeting, Presenter: Amy Holloway, EY US Economic Development Advisory Services Leader

**Regular Meeting #41 - 2023**  
**Fairfield County Commissioners' Office**  
**September 26, 2023**

**Old Business**

Commissioner Fix spoke about the Comprehensive Land Use Plan. The Commissioner stated that he is reaching out to townships and villages to meet with them individually and added that he appreciates the feedback that is being received regarding the plan. He added that there is an opportunity to communicate more effectively what the county is trying to provide for townships and villages that would like to participate.

**New Business**

Treasurer Bahnsen stated that the State of Ohio County Treasurers have two meetings a year and that he will be hosting the southeast district meeting at the Workforce Center. He added that attendees will tour the Workforce Center and will then travel to Rock Mill Park and that Brook Billman from Treasurer Sprague's office will be attending the meeting.

Administrator Cordle stated Director Kochis and the Facilities team have done a great job of getting the meeting spaces at the Fairfield Center read; and those spaces are ready to reserve.

Sheriff Lape spoke about his staff at the Fairfield Center and added that they are ready to provide the public with the services available at the Fairfield Center.

Commissioner Levacy asked the Sheriff about the Luke Bryan concert

Sheriff Lape stated that some people were not excited about the traffic due to the concert and that there were 20,000 people in attendance. He added that it took three hours for the last of the cars to get out of the parking area and further added that it took a lot of staff to work at the event.

Recorder McKenzie thanked the Commissioners for the customer service recognition and proclamation. She added that her staff works very hard and was excited to receive the proclamation. Recorder McKenzie also thanked Auditor Brown for providing the Real Estate Summit and spoke about the importance of the information provided.

Auditor Brown stated that the Real Estate Summit received 100% positive feedback. She also spoke about a graduation for female inmates and added that there is a plan to go into the male prisons with the same program.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix and Dave Levacy. County employees and elected officials present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Commissioners' Clerk, Rochelle Menningen; Communications Information Coordinator, Bennett Niceswanger; Auditor, Dr. Carri Brown; Recorder, Lisa McKenzie; Sheriff, Alex Lape; Civil Division Chief, Amy Brown-Thompson; Assistant Prosecutors Steven Darnell and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Deputy Marty Norris; Tiffany Wilson, Family Adult and Children First Manager; RPC Interim Director, Holly Mattei. Also Present: Francis Martin, Sherry Pymer, Tod Cheney, Elizabeth Maple, Mike Little, Jim Paxton, Brett Bowen, Chuck Sims, Melanie Rarick, Taylor Jessup, Robyn Bass, Dave Gallimore, Leighann Adams, Laura Kennedy, Shelley Martin, Bill Squires, and Brian Plummer.

**Regular Meeting #41 - 2023**  
**Fairfield County Commissioners' Office**  
**September 26, 2023**

Attending virtually: Jon Kochis, Beth Cotrell, Shelby Hunt, Lori Hawk, Rick Szabrak, Jeanie Wears, Greg Forquer, Jeff Barron, Michael Kaper, Lynette Barnhart, Stacy Hicks, Nancy Nickell, Heather O'Keefe, and Marcy Fields.

**Pledge of Allegiance**

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

**Announcements**

There were no announcements.

**Approval of Minutes for September 19, 2023**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, September 19, 2023, meeting.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

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

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

- |              |   |
|--------------|---|
| 2023-09.26.a | A resolution authorizing the approval of proclamations.   |
| 2023-09.26.b | A resolution approving an account-to-account transfer in a major object expense category for the Safety & Security Budget, General Fund #1001.  |
| 2023-09.26.c | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP Auditor Printers.  |
| 2023-09.26.d | A resolution to approve an authorized additional use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for public safety software maintenance related to Project code R17b, that will allow Fairfield County Public Safety officials the ability to respond to the public health emergency effectively and efficiently. |
| 2023-09.26.e | A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, the Village of Pleasantville Water Project with Fairfield County.   |
| 2023-09.26.f | A resolution to approve a recategorization from broadband infrastructure to revenue loss for the County ARP fiscal recovery fund, #2876, for the revenue loss Beavers Field project.  |

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy



**Regular Meeting #41 - 2023  
Fairfield County Commissioners' Office  
September 26, 2023**

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

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

2023-09.26.g      A resolution to authorize funding made available to Fairfield County Board of Election for costs incurred in conducting the August 8, 2023, Special election as appropriated by Am. Sub. H.B 33 of the 135th General Assembly and appropriate from unappropriated.

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

**Approval of a Resolution from the Fairfield County Court of Common Pleas**

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

2023-09.26.h      A resolution authorizing acceptance of the Community Corrections Grant Agreement Addendum with the Ohio Department of Rehabilitation and Corrections for State Fiscal Years 2023 and 2024

Brian Wolfe, Common Pleas Deputy Court Administrator and Bailiff, stated the resolution is an updated agreement to the Community Corrections Grant for additional funds.

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

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

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

2023-09.26.i      A resolution authorizing extending the repayment date of advance of Fund #2881, EV Charging Station.

2023-09.26.j      A resolution to approve the reimbursement of expenses incurred by Board of County Commissioners Economic and Workforce Development Department, the administrative and fiscal agent for the Workforce Innovation and Opportunity Act Area 20/21 for administering the program as a memo expenditure for fund 7831 Workforce Innovation OPP Act 20/21

Director Szabrak stated the charging station is operational and that they continue to work on a service agreement to improve the services the company provides.

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

**Approval of Resolutions from the Fairfield County Emergency Management Agency**

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

**Regular Meeting #41 - 2023**  
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- 2023-09.26.k      A resolution to approve a memo expenditure for EMA Fund #2091.
- 2023-09.26.l      A resolution authorizing a fund-to-fund transfer from EMA fund 2090 to 2707.

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

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

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

- 2023-09.26.m      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer Fund 2024-motor vehicle for materials & supplies.
- 2023-09.26.n      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials and supplies.
- 2023-09.26.o      A resolution to appropriate from unappropriated in a major expenditure object category - County Engineer #2024, Motor Vehicle for construction in progress.
- 2023-09.26.p      A resolution to appropriate from unappropriated in a major expenditure object category 3445 ODOT Projects and Intersection Improvements ODOT-110862.
- 2023-09.26.q      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.
- 2023-09.26.r      A resolution of increasing appropriations, appropriate from unappropriate, account to account and fund to fund transfer for Intersection Improvements

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

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

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

- 2023-09.26.s      A resolution to amend the certificate, update receipt line items, & request appropriations for Fund #7521, sub-fund #8160.
- 2023-09.26.t      A resolution authorizing the approval of an advance from the General Fund to OCBF - Fund #7521, sub-fund #8157.

**Regular Meeting #41 - 2023**  
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**September 26, 2023**

- 2023-09.26.u A resolution authorizing the approval of an advance from the General Fund to Ohio Children's Trust Fund Early Childhood Safety sub-fund #8164.
- 2023-09.26.v A resolution authorizing the approval of an advance from the General Fund to Perinatal Cluster sub-fund #8280 org. 60828000.
- 2023-09.26.w A resolution to approve a modification to a subcontract between the Fairfield County Family and Children First Council and Fairfield County ADAMH for State Fiscal Year 2024.
- 2023-09.26.x A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category - Fund #8152, ADAMH - PE.
- 2023-09.26.y A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category - Fund #8157, FCSS.
- 2023-09.26.z A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category - Fund #8158, MSY POOL.
- 2023-09.26.aa A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category - Fund #8160, Help Me Grow.
- 2023-09.26.bb A resolution to appropriate from unappropriated into a major expense object category - Fund #8164, OCTF ECSI.
- 2023-09.26.cc A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8184 – PE – TRIPLE P.
- 2023-09.26.dd A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8232 – MSY ODM.
- 2023-09.26.ee A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8280 – Peri Cluster.
- 2023-09.26.ff A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund #8307 – OCTF MSY.
- 2023-09.26.gg A resolution authorizing the approval of a repayment of an advance to the General Fund from Fund #7521, sub-fund #8160 - Help Me Grow.
- 2023-09.26.hh A resolution authorizing the approval of a repayment of an advance to the General Fund from Fund #7521, sub-fund #8184 - Ohio Children's Trust fund Triple P.

Commissioner Fix offered his appreciation to Tiffany Wilson and Josh Crawford for their work with the Family and Children First Council.



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Tiffany Wilson thanked Job and Family Services and Josh Crawford for their partnership.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

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

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

- |               |   |
|---------------|---|
| 2023-09.26.ii | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category - Fund #2072, Children Services Fund.         |
| 2023-09.26.jj | A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category Fund #2015, Child Support Enforcement Agency. |
| 2023-09.26.kk | A resolution to approve a memo receipt and expenditure - Fund #2599 reimbursing Fund #2018.   |

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

**Approval of Resolutions from the Fairfield County Juvenile & Probate Court**

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Juvenile & Probate Court

- |               |  |
|---------------|--|
| 2023-09.26.ll | A resolution approving an account-to-account transfer into a major expenditure object category - Fund #2481, Juvenile Recovery Fund. |
| 2023-09.26.mm | A resolution approving an account-to-account transfer into a major expenditure object category - Fund #2641, Title IV-E.             |

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

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

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

- |               |   |
|---------------|---|
| 2023-09.26.nn | A resolution to approve a development agreement between Fairfield County and RES Canal Winchester I LLC |
|---------------|---|

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

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

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the following resolution from the Fairfield County Soil & Water Conservation District:

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2023-09.26.oo      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: Jeff Fix and Dave Levacy

**Approval of a Resolution from the South Central Major Crimes Unit**

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

2023-09.26.pp      A resolution to appropriate from unappropriated in the 2023 DLEF Grant Fund 7830 SF 8288

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

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

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

2023-09.26.qq      A resolution authorizing the subordination FY 2004 Community Housing Improvement Program for Elisha Stack.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

**Approval of the Payment of Bills**

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

2023-09.26.rr      A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 9:56 a.m.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix and Dave Levacy

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, October 3, 2023.





A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4<sup>th</sup> quarter 2023 Allocation.

WHEREAS, the Board of Commissioners approved the 2023 Allocations for JFS to be disbursed in quarterly payments,

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

---

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

---

Section 1. That the transfer of funds in the amount of \$99,587.10 hereby authorized as follows:

From: 12100149 700004 GRF mandated share Public Assist. transfers Out  
To: 12201807 439100 Public Assistance Fund transfers in

Section 2. That the transfer of funds in the amount of \$429,659 hereby authorized as follows:

From: 12100149 700003 transfers out, CPS  
To: 12207207 439100 Children Services Transfers in

Section 3. That the transfer of funds in the amount of \$56,537.50 hereby authorized as follows:

From: 12100149 700005 CSEA transfers out  
To: 12201507 439100 CSEA transfers in

Prepared by: Staci Knisley  
cc: Job & Family Services

Resolution No. 2023-10.03.a

A resolution authorizing a fund to fund transfer for Fairfield County Job and Family Services (JFS) 4th quarter 2023 Allocation.

(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 fund to fund transfer for the 4<sup>th</sup> Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC).

WHEREAS, the Board of Commissioners approved the 2023 Allocation of \$536,000 for MCJDC to be disbursed in quarterly payments, and

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

---

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

---

Section 1. That the transfer of funds in the amount of \$134,000 hereby authorized as follows:

From: 12100149 700008 GRF transfers out  
To: 73756401 439100 MCJDC transfers in

Prepared by: Staci Knisley  
cc: Commissioners' Office, MCJDC

Resolution No. 2023-10.03.b

A resolution authorizing a fund to fund transfer for the 4th Quarter 2023 Allocation for the Multi County Juvenile Detention Center (MCJDC).

(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 fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4<sup>th</sup> payment of the 2023 Allocation.

WHEREAS, the Board of Commissioners approved the 2023 Allocation of \$125,000 to be transferred quarterly; and

WHEREAS, it is necessary to transfer the 4<sup>th</sup> payment of 2023 to meet obligations.

---

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

---

Section 1. That the transfer of funds in the amount of \$31,250 hereby authorized as follows:

From: 12100149 700109 GRF transfers out  
To: 60815920 439100 MSY transfers in

Prepared by: Staci Knisley

Signature Page

Resolution No. 2023-10.03.c

A resolution authorizing a fund to fund transfer to the Fairfield County Family Adult Children First Council for Multi-Youth Committee for the 4th payment of the 2023 Allocation.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account to account transfer in a major object expenditure category for the Fund # 2066 Fairfield County ADAMH Board

WHEREAS, appropriations are needed to cover expenses for 2023; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories.

---

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

---

Section 1. That the transfer of appropriations in the amount of \$5,000.00 is hereby authorized as follows:

From:	50206607-530000 Contractual Services	\$5,000.00
To:	50206600-560000 Materials & Supplies	\$5,000.00

---

Prepared by: Connie Vargo  
cc: ADAMH Board

Resolution No. 2023-10.03.d

A resolution approving an account to account transfer in a major object expenditure category for the Fund # 2066 Fairfield County ADAMH Board

(Fairfield County ADAMH Board)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2066, Fairfield County ADAMH Board.

WHEREAS, additional appropriations are necessary to make a payment to Ohio Mental Health Addiction Services for a double payment (overpayment), and

WHEREAS, appropriating from unappropriated into major expense categories of Refunds/Reimbursements for 50206607-590300 is necessary for the expenses.

---

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

---

Section 1. Request that the Fairfield County Commissioners Appropriate from Unappropriated funds in the amount of \$343,088.00 for fund 2066; org 50206607 Fairfield County ADAMH Board.

Prepared by: Shanda Wyrick  
cc: ADAMH Board

Additional Appropriations  
For Auditor's Office Use Only:

50206607-590300, Refunds/Reimbursements; \$343,088.00

Please issue an Amended Certificate in the amount of \$343,088.00 to the credit of fund #2066, sub fund #FY07.

Request that the Fairfield County Auditor, on behalf of the Budget Commission, update the following receipt lines: 50206607-433400; \$343,088.00

Resolution No. 2023-10.03.e

A resolution to approve additional appropriations by appropriating from unappropriated into a major expense object category – Fund # 2066, Fairfield County ADAMH Board.

(Fairfield County ADAMH Board)

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 2022 Reimbursement of agency share of Fairfield County Base Mapping Program 2020-2025 for fund 2443 – REA Department;

WHEREAS, the REA Department has created the PO necessary to cover the County Agency allocations of costs associated for the planned projects occurring in 2023; and

WHEREAS, the REA Department is seeking reimbursement from County Agencies participating with the Fairfield County Base Mapping Program 2020-2025 to pay their allocation of 2023 project costs; and

WHEREAS, a memo expense memo receipt will move the cost allocation to the REA 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:

10202200 434000 – Charges for Services \$19,214

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of the other expenses and request that the Fairfield County Auditor accomplish the transaction as a regular County Auditor warrant paying the REA fund its Base Mapping Program costs

Memo expenditure as referenced below:

12100101 530000 - \$ 725.00 (Economic Development)  
16202404 530000 - \$ 9,281.00 (Engineer)  
74703000 530000 - \$ 725.00 (Reginal Planning)  
12504429 530000 - \$ 1,912.05 (County Sanitary Engineer)  
12504623 530000 - \$ 1,912.05 (County Sanitary Engineer)  
12584229 530000 - \$ 212.45 (County Sanitary Engineer)  
12584123 530000 - \$ 212.45 (County Sanitary Engineer)  
23100101 530000 - \$ 3,509.00 (County Sheriff)  
61702600 530000 - \$ 725.00 (Soil and Water)

Prepared by: David Burgei/Real Estate Assessment  
cc: Auditor



Resolution No. 2023-10.03.f

A resolution authorizing a memo expense memo receipt for the 2022  
Reimbursement of agency share of Fairfield County Base Mapping Program 2020-2025 for fund 2443  
– REA Department;

(Fairfield County Auditor- Real Estate)

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 request for appropriations for receipts for EMA  
Special Revenue Fund 2090 [EMA]

WHEREAS, the EMA has received dollars from different sources for EMA  
projects including reimbursing conference travel and a contribution to help  
pay for a battery fire response class; and

WHEREAS, the EMA will receive additional dollars for a project for battery  
burn containers from the Fairfield County Fire Chiefs, and

WHEREAS, funds total amount of \$12,541.28; and

WHEREAS, monies have and will be used for project purchases.

---

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

---

SECTION 1. Request that the Fairfield County Commissioners Appropriate  
from Unappropriated funds in the amount of:

\$5,000.00 12209035 Material Supplies

---

For Auditor's Office Use Only:

Section 1. 12209035 561000 Supplies \$5,000.00.

Section 2. Issue an Amended Certificate in the amount \$12,541.28 to credit  
of 2090.

Section 3. Request that the Fairfield County Auditor, on behalf of the  
Budget Commission, update receipt line 12209035 438000 Other Receipts in  
the amount of \$12,541.28.

Prepared by: Christy Noland  
cc: EMA

Resolution No. 2023-10.03.g

A resolution to request for appropriations for receipts for EMA Special Revenue Fund 2090

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

## A resolution to Schedule an Annual Township Trustee Meeting

WHEREAS, per ORC §5543.06, the County Engineer shall call a meeting with township and county authorities having directly to do with the construction and repair of roads and bridges within the county, and

WHEREAS, the County Engineer is requesting to hold said meeting on October 5, 2023 at 2:00 p.m. at the Fairfield County Engineer's Office; 3026 West Fair Avenue; Lancaster, Ohio.

---

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

---

SECTION 1: that this Board of Commissioners resolves to, and does hereby, approve the County Engineer to call an Annual Township Trustee Meeting at the time and place specified above.

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

Prepared by: Cheryl Downour  
cc: Engineering Office



Resolution No. 2023-10.03.h

A resolution to Schedule an Annual Township Trustee Meeting

(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 2362-Levy for tax settlement expenses

WHEREAS, additional appropriations are needed in the major expenditure object category for 2362 Levy 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:

\$1,500.00	16236200-Contractual Services
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For Auditor's Office Use Only:

16236200-531100	\$1,500.00
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Prepared by: Julie Huggins  
cc: Engineer

Resolution No. 2023-10.03.i

A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2362-Levy for tax settlement expenses

(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 repairs and maintenance.

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

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

---

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

---

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

\$50,000.00          16202403- Contractual Services

---

For Auditor's Office Use Only:

16202403-543000          \$50,000.00

Prepared by: Julie Huggins  
cc: Engineer



Resolution No. 2023-10.03.j

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

(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 the Approval of a Construction Agreement and Bid Award with McKee Paving and Sealing, LLC.

WHEREAS, The Board of County Commissioners is responsible for maintaining the parking areas at each of its buildings and facilities in a good and safe condition for County employees and customers; and

WHEREAS, the County parking areas at The Workforce Center are in need of improvements and expansion using asphalt resurfacing, crack filling, sealing and striping; and

WHEREAS, the opening of sealed bids on September 25, 2023, for the 2023 Parking Lot Improvements Project resulted in the following total bid amounts;

- |                                 |           |
|---------------------------------|-----------|
| • McKee Paving and Sealing, LLC | \$269,917 |
| • Neff Paving & Concrete, LLC   | \$270,710 |
| • Spires Paving Company, Inc    | \$282,902 |
| • Chemcote Inc                  | \$287,667 |

WHEREAS, the Facilities Director and County Administrator have reviewed the bids received and are recommending that a Contract for the construction be awarded to McKee Paving and Sealing, LLC, a responsive and responsible Bidder, for the total contract amount of \$269,917.00, and

WHEREAS, funds have been placed in the capital projects fund for the specific purpose of the Parking Lot Improvements Project, and a purchase order encumbering the funds for the services has been acquired; and

WHEREAS, the agreement with McKee Paving, for construction services, as attached, has been approved to form by the County Prosecutor, and

---

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

---

Section 1. The Board of County Commissioners approves the attached Construction Agreement in the amount of \$269,917.00, with McKee Paving and Sealing, LLC, and authorizes the board president to sign the documents.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to McKee Paving and Sealing, LLC, for their record.

## AGREEMENT

---

This Agreement is made as of the 3rd day of October, 2023, between the Owner and the Contractor for the following project as listed below:

**OWNER:** The Fairfield County Commissioners  
210 East Main Street, Room 300  
Lancaster, Ohio 43130

**CONTRACTOR:** McKee Paving and Sealing, LLC  
14820 Kimberly Road  
Nelsonville, Ohio 45764

**PROJECT NAME:** Parking Lot Improvements Project

**ENGINEER:** N/A  
(if applicable)

The undersigned Contractor is to furnish all material and perform all labor necessary to complete the Work described in the Contract Documents and the attached Invitation to Bid (ITB) issued for the referenced project, and as noted below:

1. The parties agree that the contract shall consist of all the bid documents related to the Invitation to Bid issued by Fairfield County on September 11, 2023, including plans and specifications by Fairfield County dated 9/11/23, along with Addendum #1 dated 9/20/23; and this agreement, all of which are collectively known as the "Contract".
2. The contract term is one (1) year from the date that the Owner accepts this Contract via signature and resolution or upon completion of the Project, whichever occurs first.
3. The total amount of the contract cannot exceed Two Hundred Sixty Nine Thousand, nine hundred seventeen and 00/100 dollars; (\$269,917.00), unless otherwise limited or expanded by a written contract amendment.
4. The Contractor and the Owner agree that the following exceptions and clarifications to the scope of work, as noted in the referenced bid documents shall apply:
  - A. Addendum #1 is included in the contract work
5. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio, sitting in Fairfield County, Ohio.

6. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. The Contractor shall name Fairfield County Board of Commissioners as an additional insured on the liability insurance. A copy of the policy shall be provided to the Owner prior to the commencement of work. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
7. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
8. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, however, the County will, at all times, have access to the work. All work will be performed in a good and workmanlike manner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
9. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
10. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
11. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
12. The time limits stated in the Contract Documents or the Invitation to Bid (ITB) are of the essence of the Contract, and the Contract Completion date shall be: **60 Calendar Days from the Notice to Proceed** per Article 3.9.1. Failure to complete the project for Owner Occupancy by the deadline will result in liquidated damages being assessed to the Contractor at a rate of \$500 per day until Substantial Completion is achieved, as stated in Article 3.9.2. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.
13. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder.

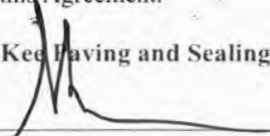


voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.

14. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.
15. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
16. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
17. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
18. Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will issue Final Payment within fifteen (15) days.
19. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.

20. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.

Contractor: McKee Daving and Sealing, LLC

Signed By: 

Date: 9-26-2023

**ACCEPTANCE**

You are hereby authorized to proceed with the above work for which the undersigned agrees to pay the amount stated in said Contract and according to the terms thereof:

Owner: Fairfield County Board of Commissioners

Signed By: \_\_\_\_\_  
Steve Davis, Board President

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant Prosecuting Attorney

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

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name and Title

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23006794 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

B  
I  
L  
L  
T  
OCOUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130  
Revisions: 000V  
E  
N  
D  
O  
RMCKEE PAVING & SEALING LLC  
PO BOX 88  
NELSONVILLE, OH 45764S  
H  
I  
P  
T  
OCOUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
740-541-0612				7354	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
09/29/2023	14849				COMM-ECONOMIC DEV
NOTES					

PO Requisitioner Name : Christina Foster

E mail Address : [christina.foster@fairfieldcountyohio.gov](mailto:christina.foster@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	PAVING PROJECT AT WORKFORCE CENTER GL Account: 12389723 - 570000	1.0	EACH	\$269,917.00	\$269,917.00
GL SUMMARY					
12389723 - 570000		\$269,917.00			

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$269,917.00 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: 09/29/2023

Carri L. Brown

Auditor Fairfield County, OH

10/03/2023

Purchase Order Total **\$269,917.00**

156

For Department Use ONLY



## CONTRACT FORM A

Fairfield County Commissioners  
**PARKING LOT IMPROVEMENTS PROJECT**  
**BID FORM**

Bids Must be submitted on this form only. (Type or Print Clearly)  
Prevailing Wage rates apply.

### **ITEM 1 - BASE BID WORK:**

1A. Lump Sum Bid Amount (L & M) \$ 265,427.00  
Sub-Contractor Name: McKee Paving

### **ITEM 2 - BID ALLOWANCE :**

2A Cost of 50 SY of additional Full-Depth Pavement (L & M) \$ 4,490.00  
To be used as directed by Owner

**ITEM 3 - TOTAL BID AMOUNT: (Sum of all lines above)** \$ 269,917.00

### **Acknowledgement of Addenda Received: (List all Addendum numbers and date)**

Addendum # 1 - 09/20/2023 Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Having carefully read and examined the entire set of Construction Documents, including without limitation the Drawings, Specifications and all Addenda (listed above) prepared by the Architect for the above referenced Project; **and** with a clear understanding of the delineation between Base Bid and Alternate Bid work; **and** having visited and examined the site, premises, and the conditions affecting the work, the undersigned Bidder proposes to perform all Work, furnish all labor, materials and equipment for this Project in strict compliance with the Construction Documents for the sums indicated above.

Note: The breakdown of this combined bid as indicated above is requested for the purpose of assisting the Owner in evaluating the bids received. **In order for your bid to be accepted, all blanks must be filled.**

Signed By Bidder:  Date: 09/22/2023

Printed Name: Steve Gura Title: V.P. of Operations

Company Name: McKee Paving

Address: 14820 Kimberly Rd. Nelsonville, OH 45764

Phone: 740-592-1155

# CONTRACT FORM B

## NON-COLLUSION AFFIDAVIT

State of Ohio )  
 ) SS:  
Fairfield County )

I Steve Gura being first duly sworn, deposes and says that  
he/she is Vice President of Operations (Sole Owner, a Partner, President, Secretary, etc.)  
of McKee Paving

the party making the proposal; that such proposal is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation, that such proposal is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder or to secure any advantage against Fairfield County; that all statements contained in such proposal are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, public official or employee, organization, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in this general business.

Signed: [Signature] Title: Vice President of Operations

SWORN to and SUBSCRIBED before me this 22 day of September, 20 23  
in Athens County, State of Ohio.

My Commission expires: 03-08-2027

Tessa L. McClain  
NOTARY PUBLIC



Tessa L. McClain  
Notary Public, State of Ohio  
My Commission Expires  
March 08, 2027

# CONTRACT DOCUMENT C

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

09/22/2023

(Date)

Steve Gura - V.P. of Operations

(Name and Title of Signer, Please Print)

McKee Paving

(Firm or Company Name)

# CONTRACT FORM D

## AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR NON~DELINQUENCY OF PERSONAL PROPERTY TAXES PER O.R.C. SECTION 5719.042

STATE OF OHIO                    )  
  ) SS  
COUNTY OF FAIRFIELD        )


TO:     Fairfield County Commissioners

The undersigned, being first duly sworn, having submitted a bid for;

McKee Paving

hereby states that we were 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 you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

  
\_\_\_\_\_  
Contractor (Signature)

Sworn to before me and subscribed in my presence this 22 day of September, 2023.

  
\_\_\_\_\_  
Notary Public  
Commission Expires: 03-08-2027



Tessa L. McClain  
Notary Public, State of Ohio  
My Commission Expires  
March 08, 2027



## CONTRACT FORM E

### DRUG FREE WORKPLACE


This is to certify that the undersigned Contractor complies with the Drug Free Workplace Act of 1988:

1. Any individual contractor must agree not to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract.
2. All organizations covered by the Drug-Free Workplace Act of 1988 are required to provide a drug-free workplace.

In the event of the Contractor's non-compliance with the drug free workplace certification, contracts may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contracts.

09/22/2023

Date

  
\_\_\_\_\_  
Authorized Signature of Contractor

McKee Paving

Company Name

Steve Gura

Print Name

**Facilities Operations Department**

Jon Kochis  
*Facilities Director*

Dennis R. Keller  
*Facilities Deputy Director*



**Board of County Commissioners**

Steven A. Davis  
*Commissioner*

Jeff Fix  
*Commissioner*

David L. Levacy  
*Commissioner*

**ADDENDUM #1**

**2023 PARKING LOT IMPROVEMENTS PROJECT  
For The Workforce Center**

**DATE ISSUED: September 20, 2023**

In accordance with the Construction Documents for the above named Project, this ADDENDUM #1, consisting of page 1 of 1, and the revised sections of the ITB, Bid Form, and Plan Sheet for The Fairfield Center, is hereby made a part of the Construction Documents as if written therein. The entire bid package has been re-issued for convenience to the bidders.

**NOTIFICATION TO BIDDERS:**

- Item 1: Clarification of Coded Note 5: Owner has met with South Central Power on 9/19/23 and scheduled the relocation of the existing light pole into the future lawn area outside the proposed pavement boundary. SCP anticipates that the work will be completed by approximately October 7<sup>th</sup> at no cost to the contractor.
- Item 2: Clarification to Coded Note 6: It is the intent of the bid documents for the contractor to develop a grading plan allowing the new asphalt areas to "sheet drain" the surface water toward the existing drainage swale in the grass area, similar to how the existing parking area does now, using a minimum depth of cut and generally following existing contours.
- Item 3: Clarification: The existing sanitary manhole in the grass is intended to remain as is, and the new asphalt paving can be feathered to match its existing top elevation.
- Item 4: Clarification: The Owner is willing to allow the contractor to dispose of the excavation spoils on-site in a location south of the building near the loading dock, if the spoils are graded smooth and seeded. The contractor must present a plan for doing so, which is subject to approval by the Owner.

End of Addendum #1.

*Fairfield County Facilities Operations Department • 210 East Main Street • Lancaster, Ohio 43130*

*740.652.7090 • Fax 740.687.6048 • [dennis.keller@fairfieldcountyohio.gov](mailto:dennis.keller@fairfieldcountyohio.gov)*

## BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_  
McKee Paving and Sealing, LLC, 14820 Kimberley Road, P.O. Box 88, Nelsonville, Ohio 45764  
as Principal and \_\_\_\_\_ Western Surety Company  
as Surety, are hereby held and firmly bound unto \_\_\_\_\_  
the Fairfield County Board of Commissioners

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on September 25, 2023 to undertake the project known as:

### Parking Lot Improvements

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal has submitted a bid on the above referred to project;

**NOW, THEREFORE**, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James W Wilburn Sr, Individually**

of Nelsonville, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

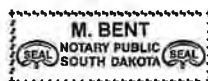
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of September, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

### Certificate of Compliance



Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Fidelity

Other Liability

Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$2,105,593,621, liabilities in the amount of \$589,010,150, and surplus of at least \$1,516,583,471.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

A handwritten signature in black ink that reads "Judith L. French".

Judith French, Director



**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2021**

**ASSETS**

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
<b>Total Assets</b>	<b>\$ 2,096,769,908</b>

**LIABILITIES AND SURPLUS**

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
<b>Total Liabilities</b>	<b>\$ 569,206,602</b>

**Surplus Account:**

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	\$ 1,527,563,306
<b>Total Liabilities and Capital</b>	<b>\$ 2,096,769,908</b>

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

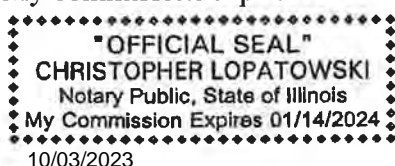
**WESTERN SURETY COMPANY**

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

By Christopher Lopatowski  
Notary Public



### QUALIFICATIONS OF BIDDER

The bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give reference and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Bids from Bidders inexperienced in this particular work will not be considered. Among other things this statement shall include the following: Evidence to the effect that the bidder maintains a permanent place of business, list of plant equipment available for the work under the proposed contract, together with the statements as to when purchased or otherwise obtained and statements as to its present physical condition; evidence to the effect that the bidder has a suitable financial status to meet obligations incident to the work, and evidence to the effect that the bidder has appropriate technical experience. (Attach additional sheets needed)

1. Bidder's Name: McKee Paving
2. Bidder's Address: 14820 Kimberly RD Nelsonville, OH 45764
3. History of Firm: The McKee name has been synonymous with quality asphalt paving and maintenance for 60 years and counting. Beginning in 2013 the team at McKee Paving has built the company into the premier paving services company that it is today. Today's McKee operations include 2 fully certified Hot mix asphalt plants, a certified mining quarry DOT hauling and trucking services - Southeastern Ohio Trucking LLC, and multiple asphalt paving and maintenance crews.
4. Previous Jobs Completed: (Include current phone no. for client/engineer)
  - a. Project Name: 2020, 2021, 2022, 2023 City Wide Paving Project  
Description: City of Athens City wide paving; Asphalt milling, asphalt paving; Sealcoating, and crackfilling.  
Client: City of Athens  
Design Engineer: Jessica Adine - 740-818-2902
  - b. Project Name: Mark Porter - Jackson  
Description: New MP facility; Grading and stone work; asphalt paving; Asphalt Striping  
Client: Hoon Inc.  
Design Engineer: Cassie Hoon - 740-592-2687
  - c. Project Name: 2023 City of Jackson paving project  
Description: Asphalt milling, asphalt paving  
Client: City of Jackson  
Design Engineer: Roy Hatten 740-716-6015

QUALIFICATIONS OF BIDDER (Continued)

- d. Project Name: 2021, 2020 Athens County Wide paving  
Description: Asphalt milling, asphalt paving and other various roadwork projects on numerous roads.  
Client: Athens County Engineer  
Design Engineer: Jeff Maiden - 740-591-6405
- e. Project Name: Graybach, Inc Menards Athens  
Description: Paving project; Aggregate base, asphalt milling, asphalt paving, parking lot striping.  
Client: Graybach, Inc  
Design Engineer: Reid Lockwood - 613-381-4398
5. Manpower and Equipment available to perform Work: Volvo 441D Paver, Vogela 2114 asphalt paver, Lee boy 8520 B paver; Case DV45 Roller, Hamm HD12 Roller, Bomag 2460 Roller, Hyster C350D Roller, Ingersoll Rand DD90 Roller; New Holland C245 skid steer, New Holland C227 skidster, New Holland L228 skidster, Brand new Kubota skidster; Craftco supershot 250 bander; PR330T Terex Roadmill; 3, 7 person paving crews; 1; 5 person prep crew; 1; 4 person Seal crew
6. Evidence of Technical Experience: Fully Certified Hot mix asphalt plants, a certified mining Quarry, DOT Hauling and trucking services. South Eastern Ohio Trucking, LLC. Generations of workers with decades of experience.
7. Evidence of Financial Status: Available upon request.



**Form W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return) \_\_\_\_\_

Business name/disregarded entity name, if different from above  
**McKee Paving & Sealing LLC**

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > \_\_\_\_\_

☐ Other (see instructions) > \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**PO Box 88**

City, state, and ZIP code  
**Nelsonville Ohio 45764**

List account number(s) here (optional) \_\_\_\_\_

Exemptions (see instructions):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Requester's name and address (optional) \_\_\_\_\_

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

		-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

20	-	1346506
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person > 

Date > **9-1-2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McFadden Insurance 55 W Columbus Street PO Box 30 Nelsonville OH 45764		<b>CONTACT NAME:</b> James Wilburn <b>PHONE (A/C, No, Ext):</b> (740)753-1905 <b>E-MAIL ADDRESS:</b> global@mcfadden-insurance.com <b>FAX (A/C, No):</b> (740)753-9200	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> ERIE INS EXCH	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			Q29-2021248	05/20/2023	05/20/2024	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COM/OP AGG \$ 2,000,000. \$
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Q05-7040014	05/20/2023	05/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTIONS			Q29-2070303	05/20/2023	05/20/2024	EACH OCCURRENCE \$ 5,000,000. AGGREGATE \$ 5,000,000. \$
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			Q29-2021248	05/20/2023	05/20/2024	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 500,000. E L DISEASE - EA EMPLOYEE \$ 500,000. E L DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:

Email: admin@mckeeperpaving.com

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ACORD 25 (2016/03)

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10/03/2023

170



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01669609

MCKEE PAVING AND SEALING LLC  
MCKEE PAVING  
PO BOX 88  
NELSONVILLE OH 45764-0088

Period Specified Below  
07/01/2023 to 07/01/2024



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

## **PURCHASE ORDER**

The Purchase Order has been requested from available funds and will be added to the Resolution package when received.



## NOTICE OF INTENT TO AWARD

**TO:** McKee Paving  
14820 Kimberly Road  
Nelsonville, Ohio 45764

**PROJECT:** 2023 Parking Lot Improvements Project at Workforce Center

The OWNER has considered the BID submitted by you on September 25, 2023 for the above described WORK, in response to its Advertisement for Bids, Invitation to Bidders, Addendums, and bid documents.

You are hereby notified that your BID has been accepted for all items included in the bid documents, including Addendum #1, in the amount of \$ 269,917.00.

You are required by the Information to Bidders to execute the Agreement and furnish the required CONTRACTOR's W-9 Tax Form, Ohio New Hire Form, Certificates of Insurance, and Workers Compensation Certificate within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said forms, if required, within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this 26th day of September, 2023.

### FAIRFIELD COUNTY COMMISSIONERS

Owner

By:

Title: Deputy Director of Facilities Department

### ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE OF AWARD is hereby acknowledged by McKee Paving

On this 26<sup>th</sup> day of September, 2023.

Signed By:

Name and Title:

Steve Gurek V.P. of Operations

cc:

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with McKee Paving and Sealing, LLC.

(Fairfield County Facilities)

Approved as to form on 9/28/2023 1:18:04 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2023-10.03.k

A Resolution Authorizing the Approval of a Construction Agreement and Bid Award with McKee Paving and Sealing, LLC.

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio Department of Public Safety at The Fairfield Center

WHEREAS, The Board of County Commissioners is committed to providing excellent government services in the northwest part of the County and has developed The Fairfield Center Complex for that purpose, and

WHEREAS, The State of Ohio Department of Public Safety provides essential services and wishes to operate a Deputy Registrar location at the Fairfield Center, and

WHEREAS, this agreement details the terms and conditions for the leasing of office space located in The Fairfield Center; and

WHEREAS, the Fairfield County Facilities Director recommends that the lease for the property located at 12943 Stonecreek Drive, Pickerington, Ohio, be approved as such; and

WHEREAS, the proposed lease agreement has been approved by the County Prosecutor as to form,

---

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

---

Section 1. The Board of County Commissioners approves the attached Lease Agreement with The State of Ohio Department of Public Safety, as the lessee of the office space at 12943 Stonecreek Drive, Pickerington, Ohio, and authorizes the president of the Commission to sign the agreement.



## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

  
\_\_\_\_\_  
Name and Title

**\* 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.\***

**STATE OF OHIO  
DEPARTMENT OF PUBLIC SAFETY**

**L-E-A-S-E**

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

**Fairfield County Board of Commissioners  
210 East Main Street, Room 301  
Lancaster, Ohio 43130**

hereinafter referred to as the **Lessor**, does hereby demise and lease to:

**Ohio Department of Public Safety  
1970 West Broad Street, Suite 428  
Columbus, Ohio 43223**

hereinafter referred to as the **Lessee**, all those premises known and described as:

**Pickerington Deputy Registrar  
12943 Stonecreek Drive  
Pickerington, Ohio 43147**

The **Lessee**, does hereby rent and leases from Lessor, upon and subject to the terms and provisions of this lease, certain premises, such premises being the space consisting of approximately **1,586** rentable square feet of space and a minimum of 50 non-exclusive parking spaces with additional parking spaces, as near as possible to our customer entrance, properly marked that meet all ADA requirements.

- II. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 1st day of September, 2023 for and during the term ending on the 30th day of June, 2024, with five (5) automatic renewals of two years at the agreed-upon rate shown below and subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly in accordance with Ohio Revised Code §126.07.

**Total annual rental cost through June 30, 2024, will be \$0.00.** The deputy registrar will only pay prorated utilities until July 1, 2024, at which time the base rental cost will be approximately **\$12.00 per square foot or \$19,032.00** annually, for the entire demised premises.

Common Area Maintenance (CAM) fee is calculated at **\$2.00 per square foot, \$3,172.00 annually, \$264.33 per month.** The Lessee will pay the CAM fee to the Lessor along with the rental payment. The CAM fee may increase at each renewal term for increases in common area maintenance charges, provided that:

- a) The Lessor provides written notice six months prior to the renewal term;
- b) The increase does not exceed five percent (5%) of the prior term's CAM fee; and
- c) The Lessor provides justification for the increase of the CAM fee to the sole satisfaction of the Department of Public Safety.

Rent is payable directly to the Lessor by the Deputy Registrar on the first day of each month in the amount of \$ \_\_\_\_\_. It is agreed that rent shall commence on the actual date of occupancy or as agreed between both parties.

- III. It is agreed that the Lessee is entitled to unlimited, two-year **RENEWAL OPTIONS** at the rate indicated below. For all future renewals, the Lessor must notify Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants and conditions contained in this lease shall continue and be in full force and effect.

Future rental schedule:

Renewal Period	Base Rent (per Sq. Ft.)	CAM (per Sq. Ft.)		Total Yearly Cost (Base Rent + CAM)	July Monthly Rent	August to June Monthly Rent
July 1, 2024– June 30, 2025	12.00	2.00	14.00	\$22,204.00	\$1,850.37	\$1,850.33
July 1, 2025– June 30, 2027	12.00	2.00	14.00	\$22,204.00	\$1,850.37	\$1,850.33
July 1, 2027– June 30, 2029	12.30	2.25	14.42	\$22,870.12	\$1,905.88	\$1,905.84
July 1, 2029– June 30, 2031	12.50	2.35	14.85	\$23,552.10	\$1,962.73	\$1,962.67

- IV. It is understood and agreed that the Lessee may SUBLEASE the demised premises to any successful proposer who is awarded the contract to operate as a Deputy Registrar at this location, a Driver Exam Station, or the Clerk of Courts for use as a Title Agency.
- V. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of **AVAILABLE FUNDS**, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety.
- VI. Lessee agrees to refrain from committing **WASTE** on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Lessee may be held responsible for damages.
- VII. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.
- VIII. Lessor shall comply with all federal, state and local building codes, zoning codes, occupancy permits, fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health

Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessee encourages the Lessor and any of its subcontractors to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity Growth and Equity (EDGE) vendors in fulfilling any of its responsibilities under this Agreement.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

The Lessor shall comply with all applicable Affirmative Action and Equal Employment Opportunity laws, including: 29 U.S.C. Sections 621 to 634 (*The Age Discrimination in Employment Act of 1967*), 42 U.S.C. Sections 2000e to 2000e-17 (*Title VII of the Civil Rights Act of 1964*, as amended), Ohio Revised Code Chapter 4112 and Ohio Administrative Code 123:1-49.

IX. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:

A. Pre-occupancy services

1. Replace any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order.
2. Lessor shall provide a finished architectural blueprint of the demised space (including casework) to the Lessee – Facility Management office, for review and approval before proceeding with the construction and buildout.
3. The Lessor shall install all new major mechanicals, HVAC, sprinkler system, fire alarm, electrical, plumbing, etc., in the manner prescribed by law and ensure all systems are properly working.
4. Lessor shall construct interior improvements depicted on the attached schematic, including perimeter and interior partitions, dry walled, taped, sanded, and painted with two coats of semi-gloss paint.
5. Install new exterior doors, glass work, and windows in the office, as depicted on the schematic.
6. Install interior doors and hardware, ADA compliant bathrooms to include dry walled ceilings, all plumbing and plumbing fixtures, break room counters/cabinets, the breakroom sink---including garbage disposal. Lessor will provide plumbing in the breakroom, all electric service in the leased space to include all wall receptacles and counter electric wiring and conduit with junction boxes for phone/data wiring (including pull strings) for all counter terminals (number to be confirmed), and DX testing kiosks, as depicted on the schematic, and per BMV specifications.
7. Lessor will prepare, smooth and level all floors to have them ready for new flooring installation.
8. Lessor will provide and install all restroom flooring.



9. Lessee will provide and have installed all other flooring at Lessee's expense (with carpeting and hard surface material to be confirmed) as designated by the Lessee and as shown on the floor plan.
  10. Lessor will also install acoustic tile suspended ceiling, and 2 x 4 florescent light fixtures. Lessee will approve the color selections and all materials used.
  11. Lessor will clean and remove all debris after the buildout is complete to make it final clean/move-in ready prior to Lessee occupying the premises.
  12. Lessor will obtain all appropriate building permits and provide an occupancy permit for 49 occupants for the premise, upon completion of the services, as outlined in Article VIII above.
  13. Lessor to install window and exterior signage.
  14. Lessor will have thermostat installed in a separate zone for the deputy suite.
- B. Maintenance services
1. Pay all taxes and assessments accruing against said premises.
  2. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Coordinate all such maintenance with the Lessee. Repair or replace any fixtures attached to the building such as doors, sinks, faucets, etc., if they fail to be in good working order.
  3. Assume liability for glass breakage, unless due to Lessee negligence.
  4. Provide and maintain HVAC capable of maintaining 68 to 74 degrees Fahrenheit throughout the premises regardless of outside temperatures.
  5. Provide hot and cold running water.
  6. Provide and maintain landscape service for all unpaved exterior areas, if applicable.
  7. Provide exterior lighting.
  8. Provide all exterior building maintenance.
  9. Provide minor, routine interior maintenance.
  10. Provide prompt removal of snow and ice from sidewalk(s), pathway(s) and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after cumulative snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
  11. Provide access to the premises to any third party service providers authorized by the Lessee, including but not limited to, cable, internet and telephone.
  12. Maintain parking lot and appropriate markings. Lessor will make all repairs to the parking lot, Cold patch repairs shall be made by the Lessor within ten (10) days of Lessee's notice, with permanent repairs made within four (4) months of said notice.
  13. Provide and maintain emergency exit lights and signs, and fire extinguishers, as required by law.
  14. Provide trash removal.
  15. Paint interior every five (5) years.
  16. Provide and replace light bulbs as needed.

17. Provide pest extermination services if an issue is identified by the Lessee.
  18. Change or re-key exterior door locks and provide 2 keys for each lock each time a change in the Sublessee occurs.
  19. Provide routine janitorial services in the customer waiting area and up to the deputy's counter.
  20. Lessor will maintain an occupancy permit of 49 occupants for the office.
- C. Emergency repair or special circumstance services: if applicable

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

**X. LESSEE RESPONSIBILITIES:**

- A. To cause payment to the Lessor of the rentals as they fall due.
- B. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
- C. Comply with any statutes, orders or regulations issued by the state, city, county or federal authorities that are applicable to the Lessee's use and occupancy of the premises.
- D. Pay for its own telecommunication services and installations.
- E. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee. Access shall not be unreasonably denied.
- F. Reimburse the Lessor for prorated electric, gas, water and sewage.
- G. Secure and pay for its own monthly monitoring service charge for its own alarm system, if applicable.
- H. Provide and pay for janitorial services behind the counter (in the employee work areas, deputy's office, storage area, and break room), and the storage closet located in the customer lobby area.
- I. Provide commercial grade rubber backed mats at the entrance to premises.
- J. BMV to have Excel install data lines on site to a sub Dmarc in the deputy registrar's storage room.

- XI. Lessee shall have the right, with approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under a previous Lease between the parties for these premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof unless otherwise agreed by the Parties.

- XII. If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Lessee vacating the premises.
- XIII. It is further agreed that the Lessee may, at its option, **HOLDOVER** after the expiration of the Lease or any renewal hereof, and such occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Such holdover terminates at the end of the month in which Lessee vacates therefrom, but will not exceed six months unless otherwise agreed upon between the Lessor and Lessee.
- XIV. During the period of this lease or any renewal hereof, the same may be terminated by Lessee by written notice of **TERMINATION**, mailed to the Lessor at his last known address at least 90 days prior to the effective date of such termination. Notwithstanding the foregoing, 90 day notice is not required in the event of Lessor's failure to provide services as described in Section IX.
- XV. **SELF-INSURANCE.** Lessee represents to Lessor that it will be responsible in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and case law. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.
- XVI. **OHIO ETHICS CLAUSE:** Per O.R.C. 102.04 (D): The Lessor affirms by his/her signature that he/she is not elected or appointed to an office of or employed by the General Assembly or any department, division, institution, instrumentality, board, commission, or bureau of the State, excluding the Courts,

Or

The Independent Contractor affirms by his/her signature that he/she is a public official appointed to a non-elective office or is a public employee, but, is exempt from the provisions of O.R.C. 102.04 (A) or (B) because,

1. The Lessor is supplying the good and/or services which are subject of the agreement to an agency other than the one with which he/she serves; AND
2. The Lessor has filed the required statements with the following agencies:
  - a. The appropriate ethics commission; AND
  - b. The public agency with which he/she serves; AND
  - c. The public agency to which the goods and/or services will be provided.

XVII. In the event of sale of the property by Lessor, Lessor shall require the purchaser to take the property subject to Lessee's leasehold interests, require the purchaser to fulfill the obligations of the Lessor under this Lease, and to ensure the Lessee's right of possession and quiet enjoyment are not compromised.

XVIII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other party:

Lessor: **Fairfield County Board of Commissioners**  
**210 East Main Street, Room 301**  
**Lancaster, Ohio 43130**

Lessee: **Ohio Department of Public Safety**  
**Office of Facility Management**  
**Leasing & Land Management**  
**1970 West Broad Street, Suite 428**  
**Columbus OH 43223**

XIX. The words "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of the Lessor and Lessee, respectively.

XX. **OHIO ELECTIONS LAW.** Lessor affirms that, as applicable to it, no party listed in O.R.C. 3517.13 (I) or (J) (including an individual, partner, shareholder, administrator, executor, trustee, or owner of more than twenty percent of the corporation or business trust), nor the spouse of such party, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the Governor or to the Governor's campaign committee, consistent with the restrictions under O.R.C. 3517.13 (I) and (J).

XXI. **EXECUTIVE ORDER 2019-12D, BANNING THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES:** The Lessor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Lessor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Lessor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages:

If Lessor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services.



If Lessor or any of its subcontractors perform any such services, Lessor shall immediately return to the State all funds paid for those services. The State may also recover from the Lessor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Lessor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Lessor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Lessor of a breach and permit the Lessor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Lessor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Lessor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Lessor performed outside of the United States, costs associated with corrective action, or liquidated damages.

**B. Assignment / Delegation:**

The Lessor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

XXII: This Lease shall be considered, interpreted, and the rights of the parties determined according to Ohio law. If any provision under this Agreement is later determined to be invalid or unenforceable, the remainder of this Lease shall not be affected by such determination.

*(Remainder of page intentionally blank)*

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

**LESSOR  
FAIRFIELD COUNTY BOARD OF COMMISSIONERS**

Witnesses:

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (1) Name \_\_\_\_\_  
Title: \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (2) Name \_\_\_\_\_  
Title: \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (3) Name \_\_\_\_\_  
Title: \_\_\_\_\_ Name \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT BY THE LESSOR**

State of Ohio, \_\_\_\_\_ County, ss: (1)

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

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

State of Ohio, \_\_\_\_\_ County, ss: (2)

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

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

State of Ohio, \_\_\_\_\_ County, ss: (3)

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

\_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LESSEE**

**Ohio Department of Public Safety**

**Witnesses as to Lessee:**

BY: \_\_\_\_\_  
D. Andrew Wilson, Director  
Ohio Department of Public Safety

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

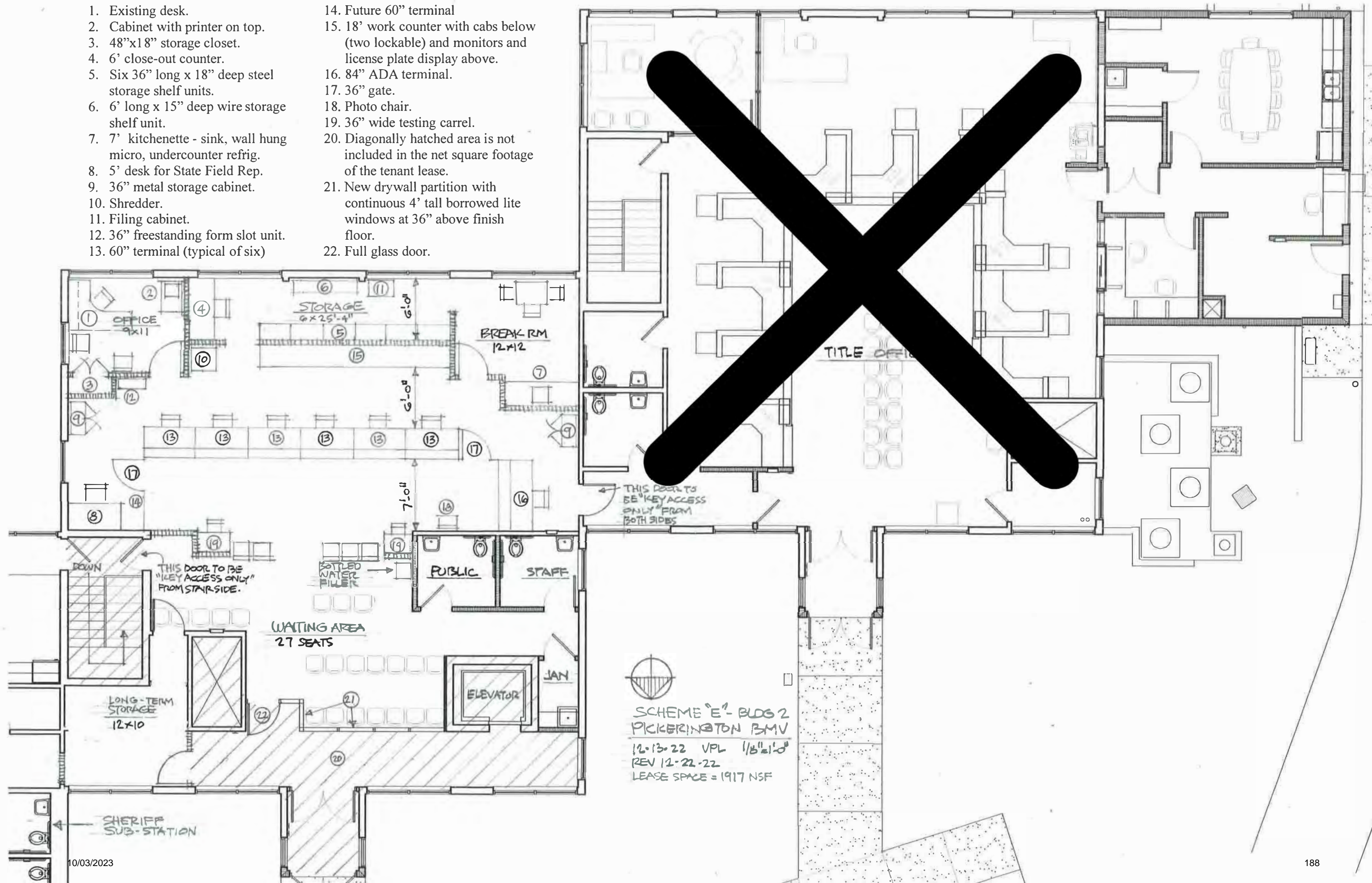
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

1. Existing desk.
2. Cabinet with printer on top.
3. 48"x18" storage closet.
4. 6' close-out counter.
5. Six 36" long x 18" deep steel storage shelf units.
6. 6' long x 15" deep wire storage shelf unit.
7. 7' kitchenette - sink, wall hung micro, undercounter refrig.
8. 5' desk for State Field Rep.
9. 36" metal storage cabinet.
10. Shredder.
11. Filing cabinet.
12. 36" freestanding form slot unit.
13. 60" terminal (typical of six)
14. Future 60" terminal
15. 18' work counter with cabs below (two lockable) and monitors and license plate display above.
16. 84" ADA terminal.
17. 36" gate.
18. Photo chair.
19. 36" wide testing carrel.
20. Diagonally hatched area is not included in the net square footage of the tenant lease.
21. New drywall partition with continuous 4' tall borrowed lite windows at 36" above finish floor.
22. Full glass door.



SCHEME 'E' - BLDG 2  
 PICKERINGTON BMV  
 12.13.22 VPL 1/15/22  
 REV 12.22.22  
 LEASE SPACE = 1917 NSF

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio  
Department of Public Safety at The Fairfield Center

(Fairfield County Facilities)

Approved as to form on 10/2/2023 11:20:01 AM by Amy Brown-Thompson,



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



Resolution No. 2023-10.03.I

A Resolution Authorizing the Approval of a Lease Agreement with the State of Ohio  
Department of Public Safety at The Fairfield Center

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account to account transfer Fund 2072  
Public Assistance

WHEREAS, appropriations are needed to cover expenses for 2072; and

WHEREAS, an account to account transfer will allow proper classification of  
major expenditure object categories.

---

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

---

Section 1. That the transfer of appropriations in the amount of \$20,000.00  
is hereby authorized as follows:

FROM:

12207207 Contractual Services \$20,000.00

TO:

12207207 Other \$20,000.00

---

For Auditor's Office Use Only:

---

Section 1.

FROM: 12207207- 554005 Congregate Care \$20,000.00

TO: 12207207-590008 ESSA Preservation \$10,000.00  
12207207-590009 ESSA Reunification \$10,000.00

Prepared by: Annette Mash-Smith, Fiscal Specialist

2023-10.03.m

A resolution approving an account to account transfer Fund 2072  
Public Assistance

Resolution No. 2023-10.03.m

A resolution approving an account to account transfer Fund 2072 Public Assistance

(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.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with All for You 126, Inc, 124 Indianola Ave, Dayton, OH 45405 and

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

WHEREAS, this agreement shall be effective July 1<sup>st</sup>, 2023 through June 30th, 2024; and

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

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

---

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

---

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for All for You 126, Inc.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor



Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

All for You 126, Inc., hereinafter "Provider", whose address is:

All for You 126, Inc.  
124 Indianola Ave  
Dayton, OH 45405

Collectively the "Parties".

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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2023** through **06/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

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

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

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - 1. When physical restraint is used/applied; and
  - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.



- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**



- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
  - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
  - b. Firewall protection;
  - c. Encryption of electronic data while in transit from Provider networks to external networks;
  - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
  - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
  - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

#### Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

### **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to                      Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to                      All for You 126, Inc.  
124 Indianola Ave  
Dayton, OH 45405

## **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).



- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
  - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
  - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
  - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
    - a. Maintenance of a current valid driver's license and vehicle insurance.
    - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
    - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
  - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
    - a. The individual has a condition which would affect safe operation of a motor vehicle;
    - b. The individual has six (6) or more points on his/her driver's license; or
    - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

**Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

**Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125.](#)

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

## **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

## **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of



which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

**Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at

the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

### SIGNATURES OF PARTIES:

Provider: All for You 126, Inc.

Print Name & Title	Signature	Date
Keith L. Watson, Jr. c Assistant Administrator	Keith L. Watson, Jr.	07.14.2023

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

### Additional Signatures

Print Name & Title	Signature	Date
Kenyatta Shaw c Board President	K. Shaw	7-14-23



## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

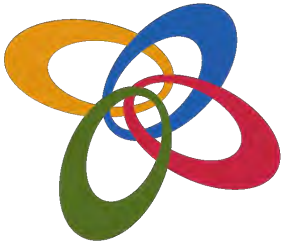
Agency: Fairfield County Department of Job and Family Services

Provider / ID: All for You 126, Inc. / 9812735

Run Date: 07/14/2023

Contract Period: 07/01/2023 - 06/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
All for You 126 Group Home (20810)	3753663			\$307.00	\$28.00							\$335.00	07/01/2023	06/30/2024
All for You 126 Group Home (20810)	3753663			\$525.00	\$25.00							\$550.00	07/01/2023	06/30/2024
CAPS Group Home (20956)	7644213			\$307.00	\$28.00							\$335.00	07/01/2023	06/30/2024
CAPS Group Home (20956)	7644213			\$400.00	\$25.00							\$425.00	07/01/2023	06/30/2024
CAPS Group Home (20956)	7644213			\$525.00	\$25.00							\$550.00	07/01/2023	06/30/2024



**A Contract regarding All for You, 126 Inc. between Job and Family Services  
and**

Approved on 7/20/2023 1:53:13 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 7/24/2023 3:40:49 PM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services



You have 2 new alerts  
[Show / Hide Alerts](#)



Search

All Words

e.g. 1606N020Q02

Select Domain  
All Domains






Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

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

e.g. 1606N020Q02

"All for You 126, Inc."



Federal Organizations

Enter Code or Name



Status



- ☒ Active
- ☐ Inactive

Reset 



No matches found

Your search did not return any results.

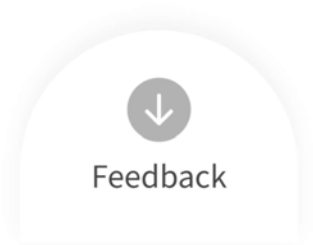
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**01.2018**

**COST ANALYSIS:**

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

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



→ Certified Search for Unresolved Findings for Recovery



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370


Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's  
Information:

**Name:** ,  
**Organization:**  
All for You 126,  
Inc.

**Date:**  
7/14/2023 at  
3:19 PM

 PDF Version (/Results/DownloadCertifiedPDF?OrganizationName=All%20for%20You%20126%2C%20Inc.)

This search  
produced the  
following list of  
possible  
matches:

24 Possible matches were found	
Name/Organization	Address
Aldredge, Aeneas	78 W Brighton Rd Columbus OH 43214
Allen, Alphonse	1205 New Mexico Drive Xenia Ohio 45385
Alli, Abu	9727 Pratt Cleveland OH 44105
Allison, Melody	945 Mylar Park East Liverpool OH 43920
Ballenger Russell, Kimberly	5 Lareta Ct. Trotwood OH 45426
Carter (All About Learning), Franklin	561 Termes Avenue Elyria OH 44035
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue Elyria OH 44035
Fallon, Kim	
Goodall, James	1212 North Cross St. Dover OH 44622
Hall, Kimberly	771 Kiowa Trail Lima Ohio 45805
Hindall, Robin	3990 County Road 93 Woodville OH 43469
Kendall, Robert	1801 E. 9th St. Cleveland OH 44114
Lee-Hall, Michelle	555 Brunswick Drive Enon Ohio 45323
Marshall, Wendy	2549 Hard Road Columbus OH 43235-4503
McCalla, Kathy	643 Orchard Hill Road Gallipolis OH 45631
McNally, Deborah	202 E. High Street McArthur OH 45651

Name/Organization	Address
McNally, Deborah	202 East High Street McArthur OH 45651
McNally, Deborah	202 East Main Street McArthur OH 45651
Mulally, Craig	4834 Camp Road Ravenna Ohio 44266
Randall, Leonard	245 Russo Drive Canfield OH 44406
Randall, Karla	245 Russo Drive Canfield OH 44406
Smalley, David	1292 Chester Way NW Canal Winchester OH 43110
Smalley, Deborah	1292 Chester Way NW Canal Winchester OH 43110
Wallace-Deen, Fredericka	7625 Plainsfield Pickerington OH 43147

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.

## REPRINT

Carri L. Brown, PhD, MBA, CGFM

## Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000460 - 05**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 005

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ALL FOR YOU 126, INC.  
124 INDIANOLA AVE  
DAYTON, OH 45405

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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			
				446					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
01/01/2023		17069						JOB & FAMILY SERVICES	
NOTES									

## NETWORK BOARD AND CARE

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

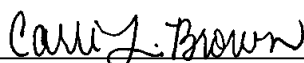
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$108,626.00	\$108,626.00

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$108,626.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$108,626.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$108,626.00**

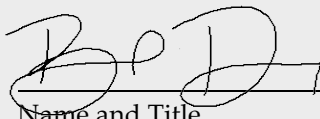
228

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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



Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and All for You 126,  
Inc.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 9:05:00 AM by Amy Brown-Thompson,



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

Resolution No. 2023-10.03.n

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and All for You 126,  
Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Brighter Future for Youth, LLC, 5874 Woodstone Drive, Dayton, OH 45426 and

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

WHEREAS, this amended agreement shall be effective January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023; and

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

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

---

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

---

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Brighter Future for Youth, LLC.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## REPRINT

Carri L. Brown, PhD, MBA, CGFM

## Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000450 - 02**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

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LATOSHA APPLEBERRY  
BRIGHTER FUTURE FOR YOUTH, LLC  
5874 WOODSTONE DRIVE  
DAYTON, OH 45426

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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
452					
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	15955				JOB & FAMILY SERVICES
NOTES					

## NETWORK BOARD AND CARE

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

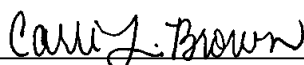
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$38,841.00	\$38,841.00

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$38,841.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$38,841.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$38,841.00**

233

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

And Brighter Future for Youth, LLC hereinafter "Provider," whose address is:

Brighter Future for Youth, LLC  
5874 Woodstone Dr  
Dayton, OH 45426

Collectively the "Parties".

Contract ID: 19319972

Originally Dated: 01/01/2023 to 12/31/2023



Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason: Other  
Addenda Begin Date: 01/01/2023  
Addenda End Date:  
Increased Amount:  
Article Name:

Addenda Reason Narrative:

Contract Amended to include negotiated rate for child in custody.

Brighter Future For Youth, LLC - Woodstone Drive Group Home (20951)

Per-Diem \$425.00 Maintenance: \$375.00 Administration: \$50.00

## SIGNATURE OF THE PARTIES

**Provider:** Brighter Future for Youth, LLC

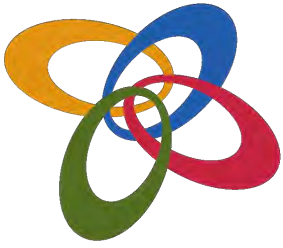
Print Name & Title	Signature	Date
Latasha Appleberry Program Admin.	[Signature]	7/24/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

### Additional Signatures

Print Name & Title	Signature	Date



**A Contract regarding Brighter Future for Youth, LLC Amendment between  
Job and Family Services and**

Approved on 7/27/2023 10:56:54 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 7/31/2023 4:19:19 PM by Corey Clark, Director of Fairfield County  
Job & Family Services

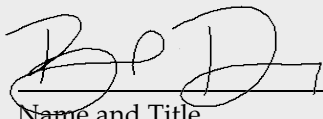
Corey Clark, Director  
Fairfield County Job & Family Services

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 3:25:53 PM by Austin Lines,



Resolution No. 2023-10.03.o

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Brighter Future for Youth, LLC and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caregiver's Helpers, Inc., and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Caregiver's Helpers, Inc. 1182 Claycraft Road, Gahanna, OH 43230 and

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

WHEREAS, this amended agreement shall be effective January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023; and

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

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

---

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

---

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Caregiver's Helpers, Inc.

Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

And Caregiver's Helpers, Inc. hereinafter "Provider," whose address is:

Caregiver's Helpers, Inc.  
1182 Claycraft Rd  
Gahanna, OH 43230

Collectively the "Parties".

Contract ID: 19317922

Originally Dated: 01/01/2023 to 12/31/2023

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 2:

Addenda Reason: Other

Addenda Begin Date: 01/01/2023

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Contract amended to include rates that were not part of the original contract.

Treatment Foster Care (30342) - Except Need - Per diem \$168.86 Maintenance \$119.86 Administration \$ 49.00

Treatment Foster Care (30342) - Except Need (2) - Per diem \$197.86 Maintenance \$148.97 Administration \$48.89

Treatment Foster Care (30342) - Special Need - Per diem \$153.11 Maintenance \$108.72 Administration \$44.39

Contract ID: 19317922


Fairfield County Department of Job and Family Services / Caregiver's Helpers, Inc.

01/01/2023 - 12/31/2023

Page 2 of 3

## SIGNATURE OF THE PARTIES

**Provider:** Caregiver's Helpers, Inc.

Print Name & Title	Signature	Date
Wanda B. Mancini, LMSW/MSW		7/6/2023

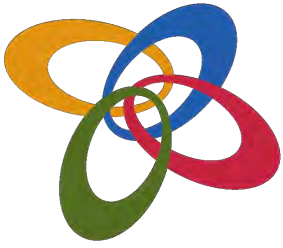
**Agency:** Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date





**A Contract regarding CAREGIVER'S HELPER AMENDMENT between Job and Family Services and**

Approved on 7/31/2023 1:30:45 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 8/14/2023 8:50:34 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 2023

Page: 1 of 1

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

Purchase Order # **23005669 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 000

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CAREGIVER'S HELPER, INC.  
PO BOX 2655  
WESTERVILLE, OH 43086

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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			
				6122					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
07/19/2023		11735						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

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

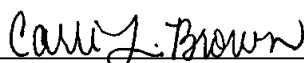
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$5,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 07/19/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$5,000.00**

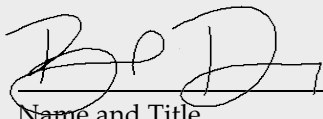
246

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caregiver's Helpers, Inc., and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 3:20:26 PM by Austin Lines,

Resolution No. 2023-10.03.p

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Caregiver's Helpers, Inc., and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and House of New Hope, Inc.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with House of New Hope, Inc., 8135 Mount Vernon Rd., St. Louisville, OH 43071 and

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

WHEREAS, this agreement shall be effective July 1<sup>st</sup>, 2023 through June 30th, 2024; and

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

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

---

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

---

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for House of New Hope, Inc.

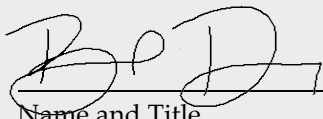
Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

**01.2018**

**COST ANALYSIS:**

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

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23006165 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

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HOUSE OF NEW HOPE  
8135 MT VERNON RD  
ST LOUISVILLE, OH 43071

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
740-345-5437				6661					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
08/18/2023		73230						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

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

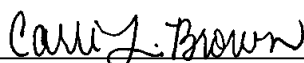
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$5,000.00	\$5,000.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$5,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 08/18/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$5,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$5,000.00**

253

 An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

Exact Phrase

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By

—

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

☐ Any Words

☐ All Words

☒ Exact Phrase

e.g. 1606N020Q02

"House of New Hope" 

×

Federal Organizations

Enter Code or Name

▼

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Status

☒ Active

☐ Inactive

Reset



No matches found

Your search did not return any results.

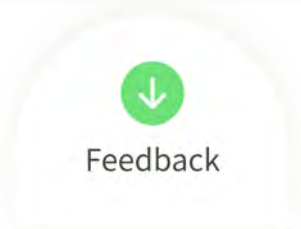
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website
Our Partners
Policies
Customer Service

monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

House of New Hope, Inc., hereinafter "Provider", whose address is:

House of New Hope, Inc.  
8135 Mount Vernon Rd  
St Louisville, OH 43071

Collectively the "Parties".

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ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2023** through **06/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)



### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

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

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may



agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to  
House of New Hope, Inc.  
8135 Mount Vernon Rd  
St Louisville, OH 43071

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should



any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

### **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

### **Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

### **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

### **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

### **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.



## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: House of New Hope, Inc.**

Print Name & Title	Signature	Date
Amy Belcastro Andrews Chief Operating Officer	[Signature]	7-01-23

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date

## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

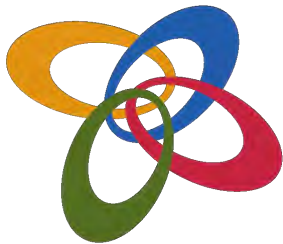
Agency: Fairfield County Department of Job and Family Services

Provider / ID: House of New Hope, Inc. / 24411

Run Date: 08/04/2023

Contract Period: 07/01/2023 - 06/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Level 1 - Regular (30225)-FFH	377660			\$40.45	\$40.45							\$80.90	07/01/2023	06/30/2024
Level II- Special (30226)-Spec Need	377661			\$59.24	\$59.24							\$118.48	07/01/2023	06/30/2024
Level III- Exceptional (30227)-Spec Need	377662			\$71.59	\$71.59							\$143.18	07/01/2023	06/30/2024
Level IV- Intensive (30228)-Spec Need	377663			\$85.42	\$85.42							\$170.84	07/01/2023	06/30/2024



**A Contract regarding House of New Hope between Job and Family Services  
and**

Approved on 8/18/2023 11:02:10 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 8/25/2023 11:05:16 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services





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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,  
Organization: **House of New Hope**  
Date: **8/18/2023 8:40:37 AM**

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

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

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

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

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

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

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 House of New  
Hope, Inc.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 3:15:22 PM by Austin Lines,

Resolution No. 2023-10.03.q

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and House of New Hope, Inc.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of an amendment to add a per diem rate to a previously approved service agreement with Stevens Treatment Programs, 24 Main St. Swansea, MA 02777 and

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

WHEREAS, this amended agreement shall be effective January 1<sup>st</sup>, 2023 through December 31<sup>st</sup>, 2023; and

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

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

---

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

---

Section 1. That the Fairfield County Board of County Commissioners hereby approves the attached amended Network Placement Service Agreement with Stevens Treatment Programs.

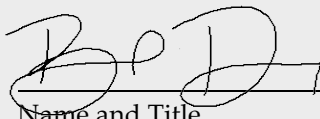
Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

## REPRINT

Carri L. Brown, PhD, MBA, CGFM

## Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23002350 - 05**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 005

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STEVENS TREATMENT PROGRAMS  
24 MAIN ST  
SWANSEA, MA 02777

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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
		2476	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/12/2023	17359		JOB & FAMILY SERVICES
NOTES			

## BOARD AND CARE

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

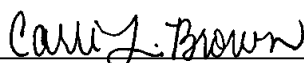
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$165,522.00	\$165,522.00

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$165,522.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/12/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$165,522.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$165,522.00**

288



Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

This Agreement is between Fairfield County Department of Job and Family Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

And Stevens Treatment Programs hereinafter "Provider," whose address is:

Stevens Treatment Programs  
24 Main St  
Swansea, MA 02777

Collectively the "Parties".

Contract ID: 19320876

Originally Dated: 12/01/2022 to 12/31/2023

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 1:

Addenda Reason: Other  
Addenda Begin Date: 12/01/2022

Addenda End Date:

Increased Amount:

Article Name:

Addenda Reason Narrative:

Contract amended for tuition and placement rate increase

Children's Residential Center Per-Diem \$761.85 Maintenance: 380.93 Other Per-Diem Cost (education rate) \$380.92

Contract ID: 19320876

Fairfield County Department of Job and Family Services / Stevens Treatment Programs

12/01/2022 - 12/31/2023  
Page 2 of 3

## SIGNATURE OF THE PARTIES

Provider: Stevens Treatment Programs

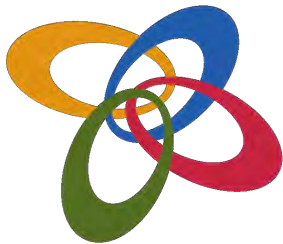
Print Name & Title	Signature	Date
CHARLES R. MILLER DIRECTOR OF ADMINISTRATION & FINANCE	<i>Charles R. Miller</i>	8/14/23

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date



**A Contract regarding Stevens Treatment Program Amendment between Job and Family Services and**

Approved on 8/18/2023 11:02:02 AM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

---

Approved on 8/25/2023 11:30:49 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 3:04:27 PM by Austin Lines,

Resolution No. 2023-10.03.r

A Resolution regarding an amendment for a previously approved Network Placement and Related Services Agreement between Stevens Treatment Programs and Child Protective Services Department.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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



A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Turning Point Residential Services, LLC.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with House of Turning Point Residential Services, LLC, 1316 Nebraska Ave, Toledo, OH 43607 and

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

WHEREAS, this agreement shall be effective July 1<sup>st</sup>, 2023 through June 30th, 2024; and

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

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

---

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

---

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Turning Point Residential Services.

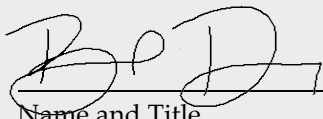
Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

**01.2018**

**COST ANALYSIS:**

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

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

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23005530 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

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TURNING POINT RESIDENTIAL  
SERVICES LLC  
TAKEYLA BROWN  
1316 NEBRASKA AVENUE  
TOLEDO, OH 43607

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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			
				6004					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
07/13/2023		15993						JOB & FAMILY SERVICES	
NOTES									

BOARD AND CARE

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

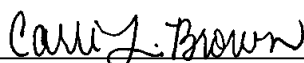
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BOARD AND CARE	1.0	EACH	\$20,500.00	\$20,500.00

#### COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$20,500.00 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: 07/13/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$20,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$20,500.00**

298



You have 2 new alerts  
Show / Hide Alerts



Search

All Words

e.g. 1606N020Q02

Select Domain  
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our help guide

- ☐ Any Words *i*
- ☐ All Words *i*
- ☐ Exact Phrase *i*

e.g. 1606N020Q02

"Turning Point Residential Services, LLC"



Federal Organizations

Enter Code or Name



Status



- ☒ Active
- ☐ Inactive

Reset



No matches found

Your search did not return any results.

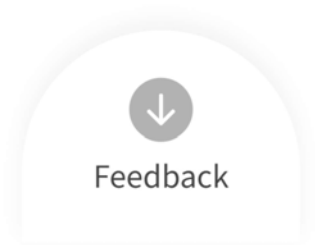
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

Turning Point Residential Service, hereinafter "Provider", whose address is:

Turning Point Residential Service  
1316 Nebraska Ave  
Toledo, OH 43607

Collectively the "Parties".

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ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION,CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2023** through **06/30/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

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

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:



1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the



extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to  
Turning Point Residential Service  
1316 Nebraska Ave  
Toledo, OH 43607

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#), as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.



## **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

## **Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

## **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at

the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: Turning Point Residential Service**

Print Name & Title	Signature	Date
<i>La Keyla Brown</i>	<i>LaKeyla Brown</i>	<i>7/12/23</i>

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date



## Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

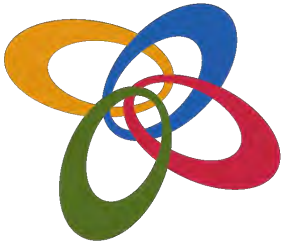
Agency: Fairfield County Department of Job and Family Services

Provider / ID: Turning Point Residential Service / 27951412

Run Date: 07/12/2023

Contract Period: 07/01/2023 - 06/30/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transporation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Turning Point Residential Services (20945)	7636513			\$465.00		\$35.00	\$30.00		\$30.00		\$30.00	\$590.00	07/01/2023	06/30/2024
Turning Point Residential Services (20945)	7636513			\$485.00		\$40.00	\$35.00		\$25.00		\$25.00	\$610.00	07/01/2023	06/30/2024
Turning Point Residential Services (20945)	7636513			\$500.00	\$180.00							\$680.00	07/01/2023	06/30/2024
Turning Point Residential Services (20945)	7636513			\$500.00		\$40.00	\$35.00		\$30.00		\$30.00	\$635.00	07/01/2023	06/30/2024
Turning Point Residential Services (20945)	7636513			\$500.00		\$52.00	\$40.00		\$30.00		\$45.00	\$667.00	07/01/2023	06/30/2024



**A Contract regarding Turning Point Residential Services, LLC between Job and Family Services and**

Approved on 7/13/2023 2:17:07 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 7/17/2023 8:33:32 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

→ Certified Search for Unresolved Findings for Recovery



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

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

Contractor's  
Information:

Name: ,  
Organization:  
Turning Point  
Residential  
Services, LLC

Date:  
7/13/2023 at  
11:07 AM

 PDF Version (/Results/DownloadCertifiedPDF?OrganizationName=Turning%20Point%20Residential%20Services%2C%20LLC)

This search  
produced the  
following list of  
possible  
matches:

12 Possible matches were found

Name/Organization	Address
(Underwood/Turnipseed) Murray, Darla	4 Apache Trail Malverne OH 44644
2 B Natural by Design Enterprises, Inc.	2059 Big Tree Drive Columbus OH 43223
African Refugee Educational and Cultural Services	3800 Sullivant Avenue Columbus OH 43228
Ashe Cultural Center	2125 Superior Ave. Cleveland OH 44114
ASHE Culture Center, Inc.	2125 Superior Avenue Cleveland OH 44114
ASHE Culture Center, Phoenix Village Academy P2	2125 Superior Avenue Cleveland OH 44114
ASHE Culture Center, Phoenix Village Academy S1	2125 Superior Avenue Cleveland OH 44114
McInturff, Chad	525 Summit Avenue Troy Ohio 45373
Positive Returns, Inc.	3782 Bridgeview Drive South Euclid OH 44121
Sturgis, Gilbert	145 Shoop Avenue Dayton OH 45417
Turner, Holly	28680 SR 67 Waynesfield OH 45896
Turner, Danielle A	3607 Cleveland Avenue, Apartment A7 Columbus OH 43224-2912

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

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

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

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



Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and Turning Point  
Residential Services, LLC.

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 2:50:19 PM by Austin Lines,



Resolution No. 2023-10.03.s

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Turning Point Residential Services, LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Young Star Academy, LLC

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Young Star Academy, LLC, 1012 Odnr Mohican 51, Perrysville, OH 44864 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>, 2023 through July31<sup>st</sup>, 2024; and

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

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

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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 Young Star Academy, LLC.

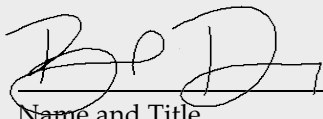
Prepared by: Brandi Downhour  
cc: JFS / Fiscal Supervisor

## ROUTING FORM FOR CONTRACTS

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

- A. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$50,000
  2. ☐ State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3. ☐ ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4. ☐ Professional Services (See R.C. 307.86)
  5. ☐ Emergency (Follow procedure under ORC 307.86(A))
  6. ☐ Sole Source (attach documentation as to why contract is sole source)
  7. ☐ Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3. ☐ Obtained 3 quotes for purchases under \$50,000
  4. ☐ Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

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

**01.2018**

**COST ANALYSIS:**

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

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

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

OhioMHAS - Young Star Academy, LLC, hereinafter "Provider", whose address is:

OhioMHAS - Young Star Academy, LLC  
1012 Odnr Mohican 51  
Perrysville, OH 44864

Collectively the "Parties".

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ARTICLE III.	ORDER OF PRECEDENCE
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ARTICLE VI.	AGENCY RESPONSIBILITIES
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ARTICLE XV.	ATTACHMENTS/ADDENDA
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ATTACHMENTS TO THIS AGREEMENT	



## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **08/01/2023** through **07/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's

competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (Q RTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

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

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any



disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:



1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal



meetings (i.e. FTM's, Treatment Team Meetings, IEPs, etc.).

- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the



school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation; allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the Q RTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare



support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the

Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

#### **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  1. Improper or inappropriate activities;
  2. Loss of required licenses;
  3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  4. Unethical business practices or procedures; and
  5. Any other event that Agency deems harmful to the well-being of a child; or
  6. Loss of funding as set forth in Article VIII.

- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

#### **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.



- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
1. Ensure the security and confidentiality of data;
  2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial



or otherwise, that may accrue because of noncompliance with this provision.

- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.



## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
  - 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - 4. JFS 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 7. 2 CFR part 200.501, Audit Requirements.

## **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:



1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

If to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

If to Provider, to  
OhioMHAS - Young Star Academy, LLC  
1012 Odnr Mohican 51  
Perrysville, OH 44864

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing,

executed by both the parties.

#### **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

#### **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;
  - 5. Severability of interests;
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its



employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control – follow form primary; and
  - 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
  - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
  - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
  - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a

- similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
  9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
  10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
  11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
  12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

- A. Criminal Record Check
  1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101.2-5, 5101.2-7, 5101.2-9, 5101.2-48.
  4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters



5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

**B. Transportation of Child**

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

**C. Rehabilitation**

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

**D. Verification of Job or Volunteer Application:**

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

**Article XXIV. FINDINGS FOR RECOVERY**

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should



the Provider be issued such finding by the Auditor of the State.

## **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

## **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

## **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

## **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be



made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

#### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

#### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:** Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the

placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

#### ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: OhioMHAS - Young Star Academy, LLC**

Print Name & Title	Signature	Date
Dawn Manase Business Development Intake Director		7/13/23

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services

Provider / ID: OhioMHAS - Young Star Academy, LLC / 3796573

Run Date: 06/21/2023

Contract Period: 08/01/2023 - 07/31/2024

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Children's Residential Center	1121642		\$353.23	\$112.17	\$9.77	\$5.46		\$22.37			\$503.00	08/01/2023	07/31/2024
Children's Residential Center	1121642		\$526.79	\$189.14		\$9.41		\$30.66			\$756.00	08/01/2023	07/31/2024
Young Star Academy (20657)	343626		\$217.23	\$112.17	\$9.77	\$5.46		\$22.37			\$367.00	08/01/2023	07/31/2024
Young Star Academy (20657)	343626		\$246.79	\$189.14		\$9.41		\$30.66			\$476.00	08/01/2023	07/31/2024
Young Star Academy (20657)	343626		\$296.79	\$189.14		\$9.41		\$30.66			\$526.00	08/01/2023	07/31/2024
Young Star Academy (20657)	343626		\$346.79	\$189.14		\$9.41		\$30.66			\$576.00	08/01/2023	07/31/2024

DM  
7/13/23

Contract ID: 19352332

Fairfield County Department of Job and Family Services / OhioMHAS - Young Star Academy, LLC / 3796573

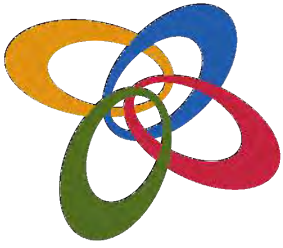
08/01/2023 - 07/31/2024

Page 26 of 26

10/03/2023

360





**A Contract regarding Young Star Academy between Job and Family Services  
and**

Approved on 7/31/2023 1:30:55 PM by Sarah Fortner, Assistant Deputy Director

Sarah Fortner  
Assistant Deputy Director

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Approved on 8/14/2023 8:51:14 AM by Corey Clark, Director of Fairfield County  
Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

## REPRINT

Carri L. Brown, PhD, MBA, CGFM

## Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

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

Purchase Order # **23000658 - 06**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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

Revisions: 006

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YOUNG STAR ACADEMY  
MOHICAN YOUNG STAR ACADEMY  
1012 ODNR MOHICAN 51  
PERRYSVILLE, OH 44864

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

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
419-994-0300				703	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
01/01/2023	15729				JOB & FAMILY SERVICES
NOTES					

## NETWORK BOARD AND CARE

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

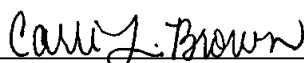
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: NETWORK BOARD AND CARE	1.0	EACH	\$227,744.00	\$227,744.00

## COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$227,744.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

10/03/2023



Auditor Fairfield County, OH

Vendor Copy

Total Ext. Price	\$227,744.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$227,744.00**

362

 An official website of the United States government  
[Here's how you know](#)



You have 2 new alerts

Show / Hide Alerts





Search

All Words

e.g. 1606N020Q02

Select Domain

All Domains

+

Filter By


—


Keyword Search


For more information on how to use our keyword search, visit our [help guide](#)

Simple Search


Search Editor

☐ Any Words 

☐ All Words 


☒ Exact Phrase 


e.g. 1606N020Q02

"Young Star Academy, LLC" 

Federal Organizations

Enter Code or Name






Status

☒ Active

☐ Inactive

Reset



No matches found

Your search did not return any results.

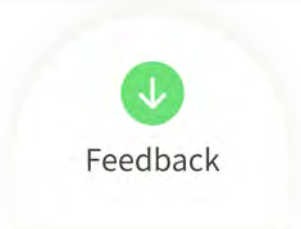
To view Entity Registrations, you must sign in.

Sign In

Would you like to include inactive records in your search results?

Yes

Go Back



Our Website
Our Partners
Policies
Customer Service

monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



**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: **Young Star Academy, LLC**  
Date: **7/31/2023 10:48:08 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Me 2 You	5453 Aspen Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Young, Rene	6874 Goshen Road
Youth Empowerment	1500 West 3rd Street
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

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

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

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

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



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 Young Star  
Academy, LLC

(Fairfield County Job and Family Services)

Approved as to form on 9/28/2023 2:19:57 PM by Austin Lines,

Resolution No. 2023-10.03.t

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and Young Star  
Academy, LLC

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

WHEREAS, Fairfield County Job & Family Services and the Fairfield County Children Services Agency merged operations effective October 1, 1995, and

WHEREAS, Fairfield County Job & Family Services expended funds and expects to expend funds from the public assistance fund for costs attributable to the Children Services division of Job and Family Services, and

WHEREAS, the Children Services division has received funds to cover these costs and such funds have been deposited in the children services fund (2072) as required, and

WHEREAS, it is necessary for the public assistance fund (2018) to recover costs from the children services fund (2072),

NOW THEREFORE,

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

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Section 1. That the Fairfield County Auditor reflect the following memo receipt:

12201807-434007 REIMCS (Reimbursement from Children Services)

\$1,097,575.93

This amount represents costs owed to the PA fund.

Section 2. That the Fairfield County Board of Commissioners approves the following expenditure of shared costs and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant, reimbursing the public assistance fund for costs incurred by the Children Services division.

2023-10.03.u

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

Memo expenditure as referenced in supporting documentation:

Vendor: 06396 Job and Family Services

Account: 12207207 900000 reimburse Public Assistance

Amount: \$1,097,575.93

*Subject to final quarterly reconciliation from ODJFS*

*Prepared by: Josh Crawford, Deputy Director of JFS Finance*

*Cc: JFS Finance*

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
<b>Adult Protective Service JFSCAAPS</b>								
	JFSSSF23 - GRF	JFSFA776		510050	0.00	85.87	0.00	85.87
				<b>Total:</b>	<b>0.00</b>	<b>85.87</b>	<b>0.00</b>	<b>85.87</b>
	JFSSSF24 - GRF	JFSFA776		510050	121.06	310.87	0.00	431.93
		JFSSAS700	JFSSAS723	426053	(24.40)	(214.93)	0.00	(239.33)
		JFSSAS700	JFSSAS723	501001	24,310.28	25,756.29	0.00	50,066.57
		JFSSAS700	JFSSAS723	510050	20.13	0.00	0.00	20.13
		JFSSAS700	JFSSAS723	521092	827.06	2,574.21	0.00	3,401.27
				<b>Total:</b>	<b>25,254.13</b>	<b>28,426.44</b>	<b>0.00</b>	<b>53,680.57</b>
<b>Benefit Bridge Non-TANF JFSCABNT</b>								
	JFSSSF22 - GRF	JFSFA688		510050	0.00	273.78	0.00	273.78
				<b>Total:</b>	<b>0.00</b>	<b>273.78</b>	<b>0.00</b>	<b>273.78</b>
<b>Benefit Bridge TANF Admin JFSCABTA</b>								
	JFSCTF23 - 3V60	JFSSAI105	JFSSAI124	426053	(4.79)	(54.76)	0.00	(59.55)
		JFSSAI105	JFSSAI124	501001	2,470.31	2,602.34	0.00	5,072.65
		JFSSAI105	JFSSAI124	510050	2.12	0.00	0.00	2.12
		JFSSAI105	JFSSAI124	521092	60.24	250.02	0.00	310.26
				<b>Total:</b>	<b>2,527.88</b>	<b>2,797.60</b>	<b>0.00</b>	<b>5,325.48</b>
<b>Benefit Bridge TANF Reg JFSCABTR</b>								
	JFSCTF22 - 3V60	JFSFA660		510050	304.30	0.00	0.00	304.30
		JFSFA661		510050	2,395.00	0.00	0.00	2,395.00
		JFSFA662		510050	592.58	0.00	0.00	592.58
		JFSFA663		510050	1,356.00	0.00	0.00	1,356.00
		JFSFA667		510050	800.00	0.00	0.00	800.00
		JFSFA669		426053	(70.00)	0.00	0.00	(70.00)
		JFSFA669		510050	10,655.05	846.48	0.00	11,501.53
				<b>Total:</b>	<b>16,032.93</b>	<b>846.48</b>	<b>0.00</b>	<b>16,879.41</b>
	JFSCTF23 - 3V60	JFSFA660		510050	0.00	1,423.00	0.00	1,423.00
		JFSFA661		510050	0.00	430.00	0.00	430.00
		JFSFA662		510050	0.00	1,081.65	0.00	1,081.65
		JFSFA663		510050	0.00	706.65	0.00	706.65
		JFSFA666		510050	0.00	1,505.08	0.00	1,505.08
		JFSFA667		510050	0.00	150.00	0.00	150.00
		JFSFA669		426053	0.00	(48.02)	0.00	(48.02)
		JFSFA669		510050	0.00	2,034.66	0.00	2,034.66
		JFSSAI105	JFSSAI125	426053	(11.97)	(136.88)	0.00	(148.85)

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSCF23 - 3V60	JFSSAI105	JFSSAI125	501001	6,173.80	6,503.77	0.00	12,677.57
		JFSSAI105	JFSSAI125	510050	5.30	0.00	0.00	5.30
		JFSSAI105	JFSSAI125	521092	150.54	624.82	0.00	775.36
				Total:	6,317.67	14,274.73	0.00	20,592.40

CCMEP TANF Reg - CDJFS Lead JFSCACMP

JFSCF23 - 3V60	JFSFA402		203300	0.00	300.00	0.00	300.00
	JFSFA402		510050	0.00	1,057.01	0.00	1,057.01
	JFSFA403		510050	6,952.85	14,694.97	0.00	21,647.82
	JFSFA404		203300	0.00	31,315.32	0.00	31,315.32
	JFSFA404		203310	0.00	7,225.00	0.00	7,225.00
	JFSFA404		510050	14,191.57	28,512.91	0.00	42,704.48
	JFSSAI106	JFSSAI119	426053	(4.79)	(54.76)	0.00	(59.55)
	JFSSAI106	JFSSAI119	501001	2,470.31	2,602.34	0.00	5,072.65
	JFSSAI106	JFSSAI119	510050	2.12	0.00	0.00	2.12
	JFSSAI106	JFSSAI119	521092	60.24	250.02	0.00	310.26
	JFSSAI106	JFSSAI120	426053	(11.97)	(136.88)	0.00	(148.85)
	JFSSAI106	JFSSAI120	501001	6,173.80	6,503.77	0.00	12,677.57
	JFSSAI106	JFSSAI120	510050	5.30	0.00	0.00	5.30
	JFSSAI106	JFSSAI120	521092	150.54	624.82	0.00	775.36
	JFSSAI106	JFSSAI121	426053	(2.40)	(27.34)	0.00	(29.74)
	JFSSAI106	JFSSAI121	501001	1,233.19	1,299.10	0.00	2,532.29
	JFSSAI106	JFSSAI121	510050	1.06	0.00	0.00	1.06
	JFSSAI106	JFSSAI121	521092	30.08	124.81	0.00	154.89
			Total:	31,251.90	94,291.09	0.00	125,542.99

Child Care Administration JFSCAADM

JFSCCD23 - 3H70	JFSSAI500	JFSSAI503	426053	(2.40)	(27.34)	0.00	(29.74)
	JFSSAI500	JFSSAI503	501001	1,233.19	1,299.10	0.00	2,532.29
	JFSSAI500	JFSSAI503	510050	1.06	0.00	0.00	1.06
	JFSSAI500	JFSSAI503	521092	30.08	124.81	0.00	154.89
			Total:	1,261.93	1,396.57	0.00	2,658.50

Child Care Collections JFSCACCR

JFSCCD23 - 3H70	JFSFA940		452525	(100.00)	(2,057.18)	0.00	(2,157.18)
			Total:	(100.00)	(2,057.18)	0.00	(2,157.18)

Child Care Non-Admin JFSCACCA

JFSCCD23 - 3H70	JFSSAI500	JFSSAI500	426053	(55.11)	(629.79)	0.00	(684.90)
	JFSSAI500	JFSSAI500	501001	28,406.52	29,924.77	0.00	58,331.29
	JFSSAI500	JFSSAI500	510050	24.37	0.00	0.00	24.37



## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSCCD23 - 3H70	JFSSAI500	JFSSAI500	521092	692.66	2,874.92	0.00	3,567.58
		JFSSAI500	JFSSAI501	426053	(4.79)	(54.76)	0.00	(59.55)
		JFSSAI500	JFSSAI501	501001	2,470.31	2,602.34	0.00	5,072.65
		JFSSAI500	JFSSAI501	510050	2.12	0.00	0.00	2.12
		JFSSAI500	JFSSAI501	521092	60.24	250.02	0.00	310.26
		JFSSAI500	JFSSAI504	426053	(2.40)	(27.34)	0.00	(29.74)
		JFSSAI500	JFSSAI504	501001	1,233.19	1,299.10	0.00	2,532.29
		JFSSAI500	JFSSAI504	510050	1.06	0.00	0.00	1.06
		JFSSAI500	JFSSAI504	521092	30.08	124.81	0.00	154.89
				<b>Total:</b>	<b>32,858.25</b>	<b>36,364.07</b>	<b>0.00</b>	<b>69,222.32</b>

Child Care Reimbursements JFSCACCS

JFSSSF24 - GRF	JFSFA319	510051	0.00	513.00	0.00	513.00
		<b>Total:</b>	<b>0.00</b>	<b>513.00</b>	<b>0.00</b>	<b>513.00</b>

Child Welfare Services JFSCACWS

JFSSSF24 - GRF	JFSSAS760	JFSSAS753	426053	(12.20)	(107.49)	0.00	(119.69)
	JFSSAS760	JFSSAS753	501001	12,157.77	12,880.93	0.00	25,038.70
	JFSSAS760	JFSSAS753	510050	10.07	0.00	0.00	10.07
	JFSSAS760	JFSSAS753	521092	413.62	1,287.39	0.00	1,701.01
	JFSSAS760	JFSSAS761	426053	(120.64)	(1,062.77)	0.00	(1,183.41)
	JFSSAS760	JFSSAS761	501001	120,206.39	127,356.42	0.00	247,562.81
	JFSSAS760	JFSSAS761	510050	99.53	0.00	0.00	99.53
	JFSSAS760	JFSSAS761	521092	4,089.57	12,728.65	0.00	16,818.22
	JFSSAS760	JFSSAS764	426053	(9.49)	(83.57)	0.00	(93.06)
	JFSSAS760	JFSSAS764	501001	9,451.96	10,014.18	0.00	19,466.14
	JFSSAS760	JFSSAS764	510050	7.83	0.00	0.00	7.83
	JFSSAS760	JFSSAS764	521092	321.56	1,000.86	0.00	1,322.42
	JFSSAS760	JFSSAS769	426053	(260.29)	(2,292.85)	0.00	(2,553.14)
	JFSSAS760	JFSSAS769	501001	259,337.74	274,763.47	0.00	534,101.21
	JFSSAS760	JFSSAS769	510050	214.70	0.00	0.00	214.70
	JFSSAS760	JFSSAS769	521092	8,823.05	27,461.27	0.00	36,284.32
	JFSSAS760	JFSSAS770	426053	(28.46)	(250.75)	0.00	(279.21)
	JFSSAS760	JFSSAS770	501001	28,361.12	30,048.08	0.00	58,409.20
	JFSSAS760	JFSSAS770	510050	23.48	0.00	0.00	23.48
	JFSSAS760	JFSSAS770	521092	964.88	3,003.17	0.00	3,968.05
	JFSSAS760	JFSSAS771	426053	(17.62)	(155.24)	0.00	(172.86)
	JFSSAS760	JFSSAS771	501001	17,558.89	18,603.31	0.00	36,162.20

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/Agency Use by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSSSF24 - GRF	JFSSAS760	JFSSAS771	510050	14.54	0.00	0.00	14.54
		JFSSAS760	JFSSAS771	521092	597.37	1,859.31	0.00	2,456.68
		JFSSAS760	JFSSAS778	426053	(8.14)	(71.63)	0.00	(79.77)
		JFSSAS760	JFSSAS778	501001	8,101.67	8,583.57	0.00	16,685.24
		JFSSAS760	JFSSAS778	510050	6.71	0.00	0.00	6.71
		JFSSAS760	JFSSAS778	521092	275.62	857.89	0.00	1,133.51
		JFSSAS760	JFSSAS780	426053	(8.14)	(71.63)	0.00	(79.77)
		JFSSAS760	JFSSAS780	501001	8,101.67	8,583.57	0.00	16,685.24
		JFSSAS760	JFSSAS780	510050	6.71	0.00	0.00	6.71
		JFSSAS760	JFSSAS780	521092	275.62	857.89	0.00	1,133.51
		JFSSAS760	JFSSAS781	426053	(5.42)	(47.75)	0.00	(53.17)
		JFSSAS760	JFSSAS781	501001	5,401.12	5,722.38	0.00	11,123.50
		JFSSAS760	JFSSAS781	510050	4.47	0.00	0.00	4.47
		JFSSAS760	JFSSAS781	521092	183.75	571.92	0.00	755.67
		JFSSAS760	JFSSAS784	426053	(17.62)	(155.24)	0.00	(172.86)
		JFSSAS760	JFSSAS784	501001	17,558.89	18,603.31	0.00	36,162.20
		JFSSAS760	JFSSAS784	510050	14.54	0.00	0.00	14.54
		JFSSAS760	JFSSAS784	521092	597.37	1,859.31	0.00	2,456.68
		JFSSAS760	JFSSAS787	426053	(2.71)	(23.88)	0.00	(26.59)
		JFSSAS760	JFSSAS787	501001	2,700.56	2,861.19	0.00	5,561.75
		JFSSAS760	JFSSAS787	510050	2.24	0.00	0.00	2.24
		JFSSAS760	JFSSAS787	521092	91.87	285.96	0.00	377.83
		JFSSAS760	JFSSAS797	426053	(2.71)	(23.88)	0.00	(26.59)
		JFSSAS760	JFSSAS797	501001	2,700.56	2,861.19	0.00	5,561.75
		JFSSAS760	JFSSAS797	510050	2.24	0.00	0.00	2.24
		JFSSAS760	JFSSAS797	521092	91.87	285.96	0.00	377.83
		JFSSAS760	JFSSAS798	426053	(8.14)	(71.63)	0.00	(79.77)
		JFSSAS760	JFSSAS798	501001	8,101.67	8,583.57	0.00	16,685.24
		JFSSAS760	JFSSAS798	510050	6.71	0.00	0.00	6.71
		JFSSAS760	JFSSAS798	521092	275.62	857.89	0.00	1,133.51
		JFSSAS760	JFSSAS799	426053	(1.35)	(11.93)	0.00	(13.28)
		JFSSAS760	JFSSAS799	501001	1,350.28	1,430.59	0.00	2,780.87
		JFSSAS760	JFSSAS799	510050	1.12	0.00	0.00	1.12
		JFSSAS760	JFSSAS799	521092	45.94	142.98	0.00	188.92
			Total:		518,049.96	579,525.97	0.00	1,097,575.93

Community & Protective Service JFSCACPS

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSFSF23 - GRF	JFSFA310		510050	0.00	55,697.10	0.00	55,697.10
				<b>Total:</b>	<b>0.00</b>	<b>55,697.10</b>	<b>0.00</b>	<b>55,697.10</b>
<u>CSEA Transfer JFSCACSX</u>								
	JFSOLS24 - GRF	JFSFA050		426053	(81.75)	(1,355.96)	0.00	(1,437.71)
		JFSFA050		501001	13,504.61	14,263.31	0.00	27,767.92
		JFSFA050		510050	127.95	0.00	0.00	127.95
		JFSFA050		521092	1,212.02	13,012.27	0.00	14,224.29
				<b>Total:</b>	<b>14,762.83</b>	<b>25,919.62</b>	<b>0.00</b>	<b>40,682.45</b>
<u>CSEA TRANSFER TO PA JFSCACTR</u>								
	JFSOLS24 - GRF	JFSFA907		471000	(19,453.13)	0.00	0.00	(19,453.13)
				<b>Total:</b>	<b>(19,453.13)</b>	<b>0.00</b>	<b>0.00</b>	<b>(19,453.13)</b>
<u>FAET - 100% JFSCAFST</u>								
	JFSCF123 - 3840	JFSSAI300	JFSSAI308	426053	(7.18)	(82.11)	0.00	(89.29)
		JFSSAI300	JFSSAI308	501001	3,703.49	3,901.43	0.00	7,604.92
		JFSSAI300	JFSSAI308	510050	3.18	0.00	0.00	3.18
		JFSSAI300	JFSSAI308	521092	90.30	374.82	0.00	465.12
				<b>Total:</b>	<b>3,789.79</b>	<b>4,194.14</b>	<b>0.00</b>	<b>7,983.93</b>
<u>Food Assistance Earnings JFSCAFSE</u>								
	JFSSSF24 - 5B60	JFSFA163		471000	(13,525.72)	0.00	0.00	(13,525.72)
				<b>Total:</b>	<b>(13,525.72)</b>	<b>0.00</b>	<b>0.00</b>	<b>(13,525.72)</b>
<u>Food Assistance JFSCAFSP</u>								
	JFSCFB23 - 3840	JFSSAI300	JFSSAI300	426053	(33.54)	(383.33)	0.00	(416.87)
		JFSSAI300	JFSSAI300	501001	17,290.16	18,214.27	0.00	35,504.43
		JFSSAI300	JFSSAI300	510050	14.83	0.00	0.00	14.83
		JFSSAI300	JFSSAI300	521092	421.59	1,749.86	0.00	2,171.45
		JFSSAI300	JFSSAI302	426053	(19.16)	(219.02)	0.00	(238.18)
		JFSSAI300	JFSSAI302	501001	9,879.24	10,407.27	0.00	20,286.51
		JFSSAI300	JFSSAI302	510050	8.47	0.00	0.00	8.47
		JFSSAI300	JFSSAI302	521092	240.88	999.83	0.00	1,240.71
				<b>Total:</b>	<b>27,802.47</b>	<b>30,768.88</b>	<b>0.00</b>	<b>58,571.35</b>
	JFSOLS24 - GRF	JFSFA751		885500	8,803.88	8,803.88	0.00	17,607.76
				<b>Total:</b>	<b>8,803.88</b>	<b>8,803.88</b>	<b>0.00</b>	<b>17,607.76</b>
<u>Food Assistance Refunds JFSCAFSR</u>								
	JFSSFB23B - 3840	JFSFA980		470604	(12,196.87)	(13,936.02)	0.00	(26,132.89)
				<b>Total:</b>	<b>(12,196.87)</b>	<b>(13,936.02)</b>	<b>0.00</b>	<b>(26,132.89)</b>
<u>Income Maintenance JFSCASIM</u>								
	JFSFSF23 - GRF	JFSFA309		510050	0.00	283,606.84	0.00	283,606.84
				<b>Total:</b>	<b>0.00</b>	<b>283,606.84</b>	<b>0.00</b>	<b>283,606.84</b>

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

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Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
	JFSFSF24 - GRF	JFSFA750		887500	(8,803.88)	(8,803.88)	0.00	(17,607.76)
		JFSSAI300	JFSSAI300	426053	(33.55)	(383.34)	0.00	(416.89)
		JFSSAI300	JFSSAI300	501001	17,290.16	18,214.27	0.00	35,504.43
		JFSSAI300	JFSSAI300	510050	14.84	0.00	0.00	14.84
		JFSSAI300	JFSSAI300	521092	421.61	1,749.88	0.00	2,171.49
		JFSSAI300	JFSSAI302	426053	(19.17)	(219.04)	0.00	(238.21)
		JFSSAI300	JFSSAI302	501001	9,879.26	10,407.27	0.00	20,286.53
		JFSSAI300	JFSSAI302	510050	8.48	0.00	0.00	8.48
		JFSSAI300	JFSSAI302	521092	240.91	999.85	0.00	1,240.76
				Total:	18,998.66	21,965.01	0.00	40,963.67

Medicaid Income Maintenance JFSCAMIM

MCDSMT24 - GRF	JFSFA650		887500	(12,027.38)	(12,027.38)	0.00	(24,054.76)
	JFSSAI200	JFSSAI210	426053	(31.80)	(298.83)	0.00	(330.63)
	JFSSAI200	JFSSAI210	501001	20,781.79	21,886.88	0.00	42,668.67
	JFSSAI200	JFSSAI210	521092	371.45	318.66	0.00	690.11
	JFSSAI200	JFSSAI211	426053	(11.99)	(136.92)	0.00	(148.91)
	JFSSAI200	JFSSAI211	501001	6,175.77	6,505.84	0.00	12,681.61
	JFSSAI200	JFSSAI211	510050	5.30	0.00	0.00	5.30
	JFSSAI200	JFSSAI211	521092	150.59	625.03	0.00	775.62
	JFSSAI200X	JFSSAI210X	426053	(25.06)	(415.59)	0.00	(440.65)
	JFSSAI200X	JFSSAI210X	501001	4,138.95	4,371.47	0.00	8,510.42
	JFSSAI200X	JFSSAI210X	510050	39.20	0.00	0.00	39.20
	JFSSAI200X	JFSSAI210X	521092	371.45	3,988.05	0.00	4,359.50
	JFSSAI201	JFSSAI210	426053	(42.09)	(481.01)	0.00	(523.10)
	JFSSAI201	JFSSAI210	501001	21,695.85	22,855.44	0.00	44,551.29
	JFSSAI201	JFSSAI210	510050	18.62	0.00	0.00	18.62
	JFSSAI201	JFSSAI210	521092	529.02	2,195.76	0.00	2,724.78
	JFSSAI201	JFSSAI211	426053	(0.57)	(6.49)	0.00	(7.06)
	JFSSAI201	JFSSAI211	501001	292.76	308.40	0.00	601.16
	JFSSAI201	JFSSAI211	510050	0.25	0.00	0.00	0.25
	JFSSAI201	JFSSAI211	521092	7.14	29.62	0.00	36.76
	JFSSAI201	JFSSAI214	426053	(0.57)	(6.49)	0.00	(7.06)
	JFSSAI201	JFSSAI214	501001	292.76	308.40	0.00	601.16
	JFSSAI201	JFSSAI214	510050	0.25	0.00	0.00	0.25
	JFSSAI201	JFSSAI214	521092	7.14	29.62	0.00	36.76
Total:			42,738.83	50,050.46	0.00	92,789.29	

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
<b>Medicaid JFSCAMDC</b>								
	JFSOLS24 - GRF	JFSFA651		885500	12,027.38	12,027.38	0.00	24,054.76
				<b>Total:</b>	<b>12,027.38</b>	<b>12,027.38</b>	<b>0.00</b>	<b>24,054.76</b>
	<b>MCDFMT23 - 3F01</b>	JFSSAI200	JFSSAI210	426053	(95.42)	(896.50)	0.00	(991.92)
		JFSSAI200	JFSSAI210	501001	62,345.36	65,660.62	0.00	128,005.98
		JFSSAI200	JFSSAI210	521092	1,114.36	955.96	0.00	2,070.32
		JFSSAI200	JFSSAI211	426053	(11.97)	(136.92)	0.00	(148.89)
		JFSSAI200	JFSSAI211	501001	6,175.75	6,505.83	0.00	12,681.58
		JFSSAI200	JFSSAI211	510050	5.30	0.00	0.00	5.30
		JFSSAI200	JFSSAI211	521092	150.58	625.02	0.00	775.60
		JFSSAI200X	JFSSAI210X	426053	(25.05)	(415.58)	0.00	(440.63)
		JFSSAI200X	JFSSAI210X	501001	4,138.95	4,371.46	0.00	8,510.41
		JFSSAI200X	JFSSAI210X	510050	39.19	0.00	0.00	39.19
		JFSSAI200X	JFSSAI210X	521092	371.44	3,988.04	0.00	4,359.48
				<b>Total:</b>	<b>74,208.49</b>	<b>80,657.93</b>	<b>0.00</b>	<b>154,866.42</b>
<b>Medicaid NET Federal JFSCAMNF</b>								
	<b>MCDFMT23 - 3F01</b>	JFSFA850		510050	64,870.26	52,126.42	0.00	116,996.68
		JFSSAI200	JFSSAI217	426053	(5.98)	(68.44)	0.00	(74.42)
		JFSSAI200	JFSSAI217	501001	3,086.90	3,251.88	0.00	6,338.78
		JFSSAI200	JFSSAI217	510050	2.65	0.00	0.00	2.65
		JFSSAI200	JFSSAI217	521092	75.27	312.40	0.00	387.67
				<b>Total:</b>	<b>68,029.10</b>	<b>55,622.26</b>	<b>0.00</b>	<b>123,651.36</b>
	<b>MCDSMT24 - GRF</b>	JFSFA850		510050	64,870.26	52,126.43	0.00	116,996.69
		JFSSAI200	JFSSAI217	426053	(5.99)	(68.44)	0.00	(74.43)
		JFSSAI200	JFSSAI217	501001	3,086.90	3,251.89	0.00	6,338.79
		JFSSAI200	JFSSAI217	510050	2.65	0.00	0.00	2.65
		JFSSAI200	JFSSAI217	521092	75.27	312.42	0.00	387.69
				<b>Total:</b>	<b>68,029.09</b>	<b>55,622.30</b>	<b>0.00</b>	<b>123,651.39</b>
<b>Medicaid Refunds JFSCAMDR</b>								
	<b>MCDFMP23 - 3F01</b>	JFSFA985		451502	(325.48)	(50.00)	0.00	(375.48)
		JFSFA985		510051	9.98	0.00	0.00	9.98
				<b>Total:</b>	<b>(315.50)</b>	<b>(50.00)</b>	<b>0.00</b>	<b>(365.50)</b>
<b>Medicaid Unwinding Regular JFSCAMUR</b>								
	<b>JFSSSTFO - 5CV3</b>	JFSSAI203	JFSSAI229	426053	(9.59)	(109.54)	0.00	(119.13)
		JFSSAI203	JFSSAI229	501001	4,940.61	5,204.66	0.00	10,145.27
		JFSSAI203	JFSSAI229	510050	4.24	0.00	0.00	4.24
		JFSSAI203	JFSSAI229	521092	120.46	500.02	0.00	620.48

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
Total:					5,055.72	5,595.14	0.00	10,650.86
<u>Non-Reimbursable Expenditures JFSCANNR</u>								
JFSOLS24 - GRF		JFSFA899		592003	(193.75)	(193.75)	0.00	(387.50)
		JFSFA899		426053	(18,044.60)	0.00	0.00	(18,044.60)
		JFSFA899		501001	5,873.92	3,946.65	0.00	9,820.57
		JFSFA899		510050	16,110.49	(1,979.03)	0.00	14,131.46
		JFSFA903		471000	(131,429.46)	(34,479.72)	0.00	(165,909.18)
Total:					(127,683.40)	(32,705.85)	0.00	(160,389.25)
<u>Ohio APS Program-APR JFSCAOAP</u>								
JFSCEB21 - 3950		JFSFA738		510050	0.00	35.20	0.00	35.20
Total:					0.00	35.20	0.00	35.20
<u>PCSA TRANSFER TO PA JFSCAPTR</u>								
JFSOLS24 - GRF		JFSFA905		471000	(751,004.91)	0.00	0.00	(751,004.91)
Total:					(751,004.91)	0.00	0.00	(751,004.91)
<u>RMS CCMEP WIOA Youth Out Sch JFSCAYOU</u>								
JFSOLS24 - GRF		JFSSAI400	JFSSAI424	426053	(7.18)	(82.11)	0.00	(89.29)
		JFSSAI400	JFSSAI424	501001	3,703.49	3,901.43	0.00	7,604.92
		JFSSAI400	JFSSAI424	510050	3.18	0.00	0.00	3.18
		JFSSAI400	JFSSAI424	521092	90.30	374.82	0.00	465.12
Total:					3,789.79	4,194.14	0.00	7,983.93
<u>RMS Reemploy Srv Elig Assess JFSCARSP</u>								
JFSOLS24 - GRF		JFSSAI400	JFSSAI489	426053	(23.96)	(273.84)	0.00	(297.80)
		JFSSAI400	JFSSAI489	501001	12,351.52	13,011.67	0.00	25,363.19
		JFSSAI400	JFSSAI489	510050	10.60	0.00	0.00	10.60
		JFSSAI400	JFSSAI489	521092	301.17	1,250.05	0.00	1,551.22
Total:					12,639.33	13,987.88	0.00	26,627.21
<u>RMS WIOA DISLOCATED WORKER JFSCAWEI</u>								
JFSOLS24 - GRF		JFSSAI400	JFSSAI417	426053	(4.79)	(54.76)	0.00	(59.55)
		JFSSAI400	JFSSAI417	501001	2,470.31	2,602.34	0.00	5,072.65
		JFSSAI400	JFSSAI417	510050	2.12	0.00	0.00	2.12
		JFSSAI400	JFSSAI417	521092	60.24	250.02	0.00	310.26
Total:					2,527.88	2,797.60	0.00	5,325.48
<u>SNAP American Rescue Plan Act JFSCARPA</u>								
JFSFCJ23 - 3840		JFSFA622S		510050	4,385.29	0.00	0.00	4,385.29
Total:					4,385.29	0.00	0.00	4,385.29
<u>STATE CHILDREN HEALTH INC PROG JFSCASCH</u>								
MCDFSH23 - 3F01		JFSSAI201	JFSSAI210	426053	(132.11)	(1,509.69)	0.00	(1,641.80)
		JFSSAI201	JFSSAI210	501001	68,094.27	71,733.70	0.00	139,827.97



## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
MCDFSH23 - 3F01		JFSSAI201	JFSSAI210	510050	58.43	0.00	0.00	58.43
		JFSSAI201	JFSSAI210	521092	1,660.38	6,891.56	0.00	8,551.94
		JFSSAI201	JFSSAI211	426053	(1.79)	(20.37)	0.00	(22.16)
		JFSSAI201	JFSSAI211	501001	918.85	967.97	0.00	1,886.82
		JFSSAI201	JFSSAI211	510050	0.79	0.00	0.00	0.79
		JFSSAI201	JFSSAI211	521092	22.42	93.01	0.00	115.43
		JFSSAI201	JFSSAI214	426053	(1.79)	(20.37)	0.00	(22.16)
		JFSSAI201	JFSSAI214	501001	918.85	967.97	0.00	1,886.82
		JFSSAI201	JFSSAI214	510050	0.79	0.00	0.00	0.79
		JFSSAI201	JFSSAI214	521092	22.42	93.01	0.00	115.43
		Total:			71,561.51	79,196.79	0.00	150,758.30
MCDFSH23CV - 3F01		JFSSAI201	JFSSAI210	426053	(3.10)	(35.46)	0.00	(38.56)
		JFSSAI201	JFSSAI210	501001	1,599.32	1,684.80	0.00	3,284.12
		JFSSAI201	JFSSAI210	510050	1.37	0.00	0.00	1.37
		JFSSAI201	JFSSAI210	521092	39.00	161.86	0.00	200.86
		JFSSAI201	JFSSAI211	426053	(0.04)	(0.48)	0.00	(0.52)
		JFSSAI201	JFSSAI211	501001	21.58	22.73	0.00	44.31
		JFSSAI201	JFSSAI211	510050	0.02	0.00	0.00	0.02
		JFSSAI201	JFSSAI211	521092	0.52	2.18	0.00	2.70
		JFSSAI201	JFSSAI214	426053	(0.04)	(0.48)	0.00	(0.52)
		JFSSAI201	JFSSAI214	501001	21.58	22.73	0.00	44.31
		JFSSAI201	JFSSAI214	510050	0.02	0.00	0.00	0.02
		JFSSAI201	JFSSAI214	521092	0.52	2.18	0.00	2.70
		Total:			1,680.75	1,860.06	0.00	3,540.81
TANF ADC Collections JFSCATAC								
JFSSTF23B - 3V60	JFSFA912		451502	(297.00)	(162.14)	0.00	(459.14)	
		Total:			(297.00)	(162.14)	0.00	(459.14)
TANF Administration JFSCACC2								
JFSCTF23 - 3V60		JFSSAI100	JFSSAI116	426053	(16.77)	(191.64)	0.00	(208.41)
		JFSSAI100	JFSSAI116	501001	8,644.09	9,106.10	0.00	17,750.19
		JFSSAI100	JFSSAI116	510050	7.42	0.00	0.00	7.42
		JFSSAI100	JFSSAI116	521092	210.78	874.84	0.00	1,085.62
		JFSSAI102	JFSSAI100	426053	(23.96)	(273.84)	0.00	(297.80)
		JFSSAI102	JFSSAI100	501001	12,351.52	13,011.67	0.00	25,363.19
		JFSSAI102	JFSSAI100	510050	10.60	0.00	0.00	10.60
		JFSSAI102	JFSSAI100	521092	301.17	1,250.05	0.00	1,551.22

## LAA23 - Fairfield County Public Assistance

## Financial Summary by Project/Account/AgencyUse by Quarter

SL Name: LAA23 - Fairfield County Public Assistance

Quarter Ending: September 2023

LAA23 - Fairfield County Public Assistance

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
Total:					21,484.85	23,777.18	0.00	45,262.03
<u>TANF Regular JFSCATFR</u>								
JFSCFT23 - 3V60		JFSFA104		510051	0.00	142,877.35	0.00	142,877.35
		JFSFA170		510050	649.62	11,656.83	0.00	12,306.45
		JFSFA171		510050	2,360.00	8,208.30	0.00	10,568.30
		JFSFA172		510050	2,725.33	7,424.55	0.00	10,149.88
		JFSFA242		510050	1,100.29	221.98	0.00	1,322.27
		JFSFA440		510050	4,496.00	1,120.00	0.00	5,616.00
		JFSSAI100	JFSSAI117	426053	(21.56)	(246.42)	0.00	(267.98)
		JFSSAI100	JFSSAI117	501001	11,114.40	11,708.43	0.00	22,822.83
		JFSSAI100	JFSSAI117	510050	9.54	0.00	0.00	9.54
		JFSSAI100	JFSSAI117	521092	271.00	1,124.84	0.00	1,395.84
		JFSSAI102	JFSSAI105	426053	(2.42)	(27.34)	0.00	(29.76)
		JFSSAI102	JFSSAI105	501001	1,233.19	1,299.10	0.00	2,532.29
		JFSSAI102	JFSSAI105	510050	1.06	0.00	0.00	1.06
		JFSSAI102	JFSSAI105	521092	30.08	124.81	0.00	154.89
		JFSSAI102	JFSSAI114	426053	(23.96)	(273.84)	0.00	(297.80)
		JFSSAI102	JFSSAI114	501001	12,351.52	13,011.67	0.00	25,363.19
		JFSSAI102	JFSSAI114	510050	10.60	0.00	0.00	10.60
		JFSSAI102	JFSSAI114	521092	301.17	1,250.05	0.00	1,551.22
		JFSSAI102	JFSSAI115	426053	(4.79)	(54.76)	0.00	(59.55)
		JFSSAI102	JFSSAI115	501001	2,470.31	2,602.34	0.00	5,072.65
		JFSSAI102	JFSSAI115	510050	2.12	0.00	0.00	2.12
		JFSSAI102	JFSSAI115	521092	60.24	250.02	0.00	310.26
Total:					39,133.74	202,277.91	0.00	241,411.65
<u>TANF SUMMER YOUTH JFSCATSE</u>								
JFSCFT23 - 3V60		JFSFA128		510050	11,156.33	16,100.43	0.00	27,256.76
Total:					11,156.33	16,100.43	0.00	27,256.76
<u>Title XX - Base Subsidy JFSCAXB</u>								
JFSCSS23 - 3960		JFSSAI700	JFSSAI701	426053	(14.37)	(164.30)	0.00	(178.67)
		JFSSAI700	JFSSAI701	501001	7,410.91	7,807.00	0.00	15,217.91
		JFSSAI700	JFSSAI701	510050	6.36	0.00	0.00	6.36
		JFSSAI700	JFSSAI701	521092	180.71	750.04	0.00	930.75
Total:					7,583.61	8,392.74	0.00	15,976.35
<u>WEEKLY DRAW DEPOSITS FOR PA JFSCAWKD</u>								
JFSOLS24 - GRF		JFSFA908		470950	(875,280.03)	(341,205.32)	0.00	(1,216,485.35)
Total:					(875,280.03)	(341,205.32)	0.00	(1,216,485.35)

**LAA23 - Fairfield County Public Assistance**

**Financial Summary by Project/Account/Agency Use by Quarter**

**SL Name:** LAA23 - Fairfield County Public Assistance

**Quarter Ending:** September 2023

**LAA23 - Fairfield County Public Assistance**

Budget Ref	Grant - Fund	Project	Agency Use	Account	July (Approved)	August (Approved)	September	Total
<u><b>WIA TRANSFER TO PA JFSCAWTR</b></u>								
	<b>JFSOLS24 - GRF</b>	JFSFA906		471000	(93,515.42)	0.00	0.00	(93,515.42)
				<b>Total:</b>	<b>(93,515.42)</b>	<b>0.00</b>	<b>0.00</b>	<b>(93,515.42)</b>
				<b>LAA23 Total:</b>	<b>(739,628.01)</b>	<b>1,411,829.96</b>	<b>0.00</b>	<b>672,201.95</b>
				<b>Grand Total:</b>	<b>(739,628.01)</b>	<b>1,411,829.96</b>	<b>0.00</b>	<b>672,201.95</b>

Resolution No. 2023-10.03.u

A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Services, Fund 2072 reimbursing Fund 2018

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account-to-account transfer into a major expenditure object category fund #2036 Department of Youth Services. [Juvenile Court]

WHEREAS, appropriations are needed to cover expenses for FY24; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

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

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Section 1. That the transfer of appropriations in the amount of \$500.00 is hereby authorized as follows:

From: 17203600 Materials Supplies \$500.00  
To: 17203600 Contractual Services \$500.00

Prepared by: Alisha Hoffman  
cc: Juvenile Court

Account-to-Account Transfer  
For Auditor's Office Use Only:

Total Transfer of Appropriations \$500.00

From: 17203600-563000-PRO24 Food \$500.00

To: 17203600-530000-PRO24 Contractual Services \$500.00



Resolution No. 2023-10.03.v

A resolution approving an account-to-account transfer into a major expenditure object category fund #2036 Department of Youth Services. [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the purchase of two work trucks – Utilities.

WHEREAS, Fairfield County Utilities needs to replace the trucks in the fleet; and

WHEREAS, Fairfield County Utilities needs two trucks to service Greenfield Water and Sewer District as well as Fairfield County Utilities District; and

WHEREAS, Fairfield County Utilities has received the state bid quote (DAS Contract Number RSI010203) from Valley Chevy for a Chevrolet Silverado trucks as well as local quotes from Bob Boyd Auto Family; and

WHEREAS, Fairfield County Utilities has discovered Bob Boyd bid of \$39,998.00 is less than the Valley Chevy price of \$53,010.00; and

WHEREAS, Fairfield County Utilities has budgeted and has sufficient funds to purchase two Dodge Ram trucks at \$39,998.00 each from Bob Boyd.

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

Section 1. That this Board of Commissioners resolves to and does hereby approve the purchase of two Dodge RAM 1500 trucks for \$39,998.00 each.

Section 2. That the Director of Utilities proceed with the purchase of two Dodge RAM 1500 trucks.

Prepared by: Tony Vogel  
cc: Utilities

## STATE OF OHIO

## DEPARTMENT OF ADMINISTRATIVE SERVICES

## GENERAL SERVICES DIVISION

## OFFICE OF PROCUREMENT SERVICES

4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: NEW, MODEL YEAR 2023 OR NEWER- SPORT UTILITY VEHICLES, CARGO VANS AND TRUCKS; ALTERNATIVE FUEL VEHICLES (SUVS)

CONTRACT No.: RSI010203CONTRACT ID: CTR010203-A3EFFECTIVE DATES: 10/17/22 to 10/31/2023SUPPLIER: VALLEY CHEVROLET

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. SRC0000005637. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Instructions to Bidders and Standard Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 10/31/2025 unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

This Requirements Contract and any Amendments thereto are available from the Ohio|Buys public portal at the following address:

<https://supplier-emarketplace.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Signed: \_\_\_\_\_

Kathleen C. Madden, Director

Date

**1 - SPECIFICATIONS AND REQUIREMENTS****1.1 - SCOPE**

These specifications define the State's requirements for new, never titled, model year 2023 or newer sports utility vehicles (SUVs), trucks and cargo vans; included are alternative fuel SUVs. These specifications are to be utilized by state agencies in the operation of state government. This includes political subdivisions that are members of the Department of Administrative Services, Office of Procurement Services Cooperative Purchasing Program.

Vehicle shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed below, must not be removed from the vehicle. Manufacturer's disclaimers indicate changes in product specifications may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

**1.2 - CLASSIFICATION**

Due to the life cycle of vehicles, usage data will change from year to year. The State makes no representation or guarantee as to the actual number of vehicles that will be purchased by participating agencies. The estimates listed below are based upon 2022 vehicle purchases and projections for 2023.

Item Number	Estimated # of Units	Classification:
^14AT	5 Units	Pickup Full Size 2WD, Regular Cab, Long Bed, 6,100# GVWR
^15AT	0 Units	Pickup Full Size 4WD, Regular Cab, Long Bed, 6,300# GVWR
^16AT	15 Units	Pickup Full Size 2WD, Extended Cab, Short Bed, 6,200# GVWR
^17AT	25 Units	Pickup Full Size 4WD, Extended Cab, Short Bed, 6,400# GVWR
^18AT	3 Units	Pickup – Full Size – 6,200# GVWR – 2WD – Crew Cab – Short Bed
^19AT	5 Units	Pickup – Full Size – 6,400# GVWR – 4WD – Crew Cab – Short Bed
*20AT	0 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Regular Cab – Long Bed
*21AT	0 Units	Pickup – Full Size – 8,500# GVWR – 4WD – Regular Cab – Long Bed
*22AT	3 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Extended Cab - Short Bed
*23AT	7 Units	Pickup – Full Size – 8,500# GVWR – 4WD – Extended Cab - Short Bed
*24AT	0 Units	Pickup – Full Size – 8,500# GVWR – 2WD – Crew Cab -Short Bed
*25AT	1 Unit	Pickup – Full Size – 8,500# GVWR – 4WD – Crew Cab -Short Bed
*26AT	0 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Regular Cab – Long Bed - DRW
*27AT	1 Unit	Pickup – Full Size – 12,800# GVWR – 4WD – Regular Cab – Long Bed - DRW
*28AT	2 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Extended Cab, Long Bed - DRW
*29AT	3 Units	Pickup – Full Size – 12,800# GVWR – 4WD – Extended Cab, Long Bed - DRW
*30AT	1 Units	Pickup – Full Size – 12,800# GVWR – 2WD – Crew Cab – Long Bed - DRW
*31AT	6 Units	Pickup – Full Size – 12,800# GVWR – 4WD – Crew Cab – Long Bed - DRW
*32AT	0 Units	C & C – Full Size – 12,800# GVWR – 2WD – Regular Cab- DRW
*33AT	1 Unit	C & C – Full Size – 12,800# GVWR – 4WD – Regular Cab- DRW
*36AT	0 Units	C & C – Full Size – 12,800# GVWR – 2WD – Crew Cab- DRW
*37AT	0 Units	C & C – Full Size – 12,800# GVWR – 4WD – Crew Cab- DRW

NOTE: Political subdivision purchases are not included in the figures shown above. The evaluation is based upon these State usage figures. This Contract will be available to political subdivisions in addition to the State usage projections above.

For items with an Estimated Usage of 0, a value of 1 will be used for evaluation purposes.

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

### 1.3 - APPLICABLE DOCUMENTS

- A. [Ohio Revised Code Section 125](#)
- B. Ohio Revised Code Chapters [4501](#), [4503](#), [4513](#), and [4517](#)
- C. Federal Motor Vehicle Safety Standards (FMVSS)
- D. Society of Automotive Engineers (SAE) Automotive Technical Standards
- E. Occupational Safety & Health Administration (OSHA) Regulations
- F. U.S. Environmental Protection Agency (EPA) Laws & Regulations
- G. Model Year 2023 or Manufacturer's most current Model EPA Fuel Economy Guide

### 1.4 - REQUIREMENTS

In addition to the State of Ohio automobile and passenger van specifications, the following items of factory-installed equipment shall be required as standard equipment on each vehicle listed in this bid, unless otherwise noted. Optional equipment required to be furnished on the units is noted on the State's specifications. Options listed herein are to be factory installed except for any item(s) not available from the factory.

#### 1.4.1 - REQUIRED STANDARD EQUIPMENT

The following is required standard equipment:

- A. Four Speed Automatic Transmission (unless otherwise noted).
- B. Outside Rearview Mirrors, Left and Right, Low Mount with break-a-way mirror head feature (unless otherwise specified, manufacturers largest standard manually operated left and right mirrors to be bid).
- C. Inside Rearview Mirrors.
- D. Spare Wheel and Tire (of same manufacturer style and tread design as Original Equipment) with manufacturers standard spare tire mounting location, unless otherwise specified. Tire and wheels shall be conventional full size, if available. All tires to be radial unless otherwise stated. A tire mending kit can also be used as an alternative where noted.
- E. Bumpers: Front and Rear, manufacturer's standard, with the rear bumper to be a step bumper on all pickup trucks with factory beds or utility body.
- F. Standard heater and defroster.
- G. Heavy duty radiator to include radiator overflow tank.
- H. Dual armrests.
- I. Dual visors.
- J. Dual airbags.
- K. Gauges on instrument panel, as standard for model being bid.
- L. 12V power point.
- M. Lug wrench and tire jack.

- N. Second row bench seat required on utility vehicles and crew cab trucks unless otherwise specified. Shall be manufacturer's standard seating.
- O. Passenger seat required on each van. Second row bench seat required on crew cab trucks unless otherwise specified. Shall be manufacturer's standard seating.
- P. Manufacturer's standard floor covering. Floor covering in cargo vans to include load area.
- Q. All wiring provided is to be properly sized and installed in accordance with the manufacturer's recommendations. All wiring is to be adequately protected from cargo in the load space.
- R. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the bid, certifying compliance to this requirement.

NOTE: Failure to provide this warranty may result in disqualification of the bid.

- S. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
- T. Key FOBS: Two sets of keys with FOBS enabling electronic keyless entry will be included with the delivery of the vehicle.
- U. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refer to air bag systems.
- V. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
- W. All vehicles to be delivered ready to use, fully charged or with the fuel tank at least one-half (1/2) full.
- X. Bluetooth Connectivity: Each vehicle listed in this Bid shall have Bluetooth Connectivity to allow handsfree phone operation.
- Y. Paint: The entire unit shall be painted in accordance with automotive standards. All colors are to be solid and manufacturer standard and will be specified on the order. Certain items may require specific paint as noted. Bidder to note which colors are standard at no extra cost on each item bid. If no chart is submitted or no notations are made it will assume all colors are standard and no additional compensation will be made for any factory color ordered.
- Z. Additional Option Package: This has been included on the pricing pages for the bidder to provide several of their more popular options for the item being bid. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to assure that the entire content(s) of the Option Package is made available to the ordering entity and is what the ordering entity is requesting to be included with their purchase.

#### 1.4.2 - BODY SPECIFICATIONS

- A. Frame, Axle, and Springs: Shall be manufacturer's standard for the payload rating, unless otherwise specified.
- B. Cab/Vehicle Body: Shall be the manufacturer's standard protection closed type with safety glass throughout. Key type door lock in at least one (1) door.
- C. Pickup Box: Shall be of the open express wide type with down swinging tailgate. The tailgate shall be fitted with shield top chains or other means of holding the tailgate in a 90-degree open position. The floor of the box shall be either all steel or aluminum and be the manufacturer's standard box for model being bid. Inside box dimensions shall be manufacturer's standard for box specified.



1.4.3 - OPTIONAL EQUIPMENT REQUIREMENTS (WHEN ORDERED)

- A. 6 DOOR UTILITY BODY: Furnish and install a six (6) door utility body that is appropriately sized for the chassis. The quoted bid price is to include all parts and labor for the installation of the body. If the body is installed on a four (4) wheel drive vehicle an off-road installation kit is to be provided. The body is to include the following features:
1. Removal of the pickup box if required.
  2. Finish paint to match the cab.
  3. All steel construction with a five (5) year rust through warranty.
  4. Four (4) vertical compartments and two (2) horizontal compartments with standard shelving. All doors are to be keyed alike.
  5. 3/16" tread plate floor.
  6. Rear tailgate with rubber coated chains.
  7. Rear step bumper with pintle hood recess.
  8. Lighting package to comply with FMVSS 108.
- B. SNOW PLOW PACKAGE: Furnish and install a snow plow package that includes the following features:
1. Chassis manufacturer's snow plow prep package.
  2. Blade with quick-disconnect mounting assembly. The blade is to incorporate a replaceable cutting edge.
  3. Blade to be sized according to the manufacturer's recommendation based on the rear axle track width. Pricing will be established for single rear wheel and dual rear wheel track widths when applicable. Bidder will indicate the price and the blade length for each configuration in their bid response. The State may reject the proposed snow plow if the design is not appropriate for the truck configuration.
  4. Power and blade.
  5. Plow lights and markers.
  6. In cab controls installed in a convenient location for the driver.
- C. 2 YARD DUMP BODY: Furnish and install a 2 Yard Dump Body that is appropriately sized for the chassis. The dump body is to include the following features:
1. Cab Shield.
  2. Double acting tailgate.
  3. 15 GPM Central Hydraulic system w/9 Ton double acting hoist.
  4. All DOT safety items such as cab lights, rubber mounted bed lights, bed props, and mud flaps.
  5. Finish paint to match the cab.
- D. METAL SAFETY PARTITION: Furnish and install a metal wire mesh safety partition between the cab and load areas of the van. The partition is not to interfere with the seat travel or the side door opening of the load area.
- E. PLEXIGLAS SAFETY PARTITION: Furnish and install a clear plexiglass safety partition between the cab and load area of the van. The partition is not to interfere with the seat travel or the side door opening of the load area.
- F. TRAILER TOW PACKAGE: The trailer tow package is to include a Reese type receive tube and trailer receptacle.
- G. 7-PIN TRAILER RECEPTACLE WIRING (ODOT WIRING SPECIFICATION): Furnish and install a 7-pin trailer receptacle at the rear of the truck that is wired per Supplement A.
- H. BED LINER: Furnish and install a bed liner that is to be a Spray-In Liner (aftermarket installation will be accepted).

1.5 - DELIVERY1.5.1 - ORDER CONFIRMATION

Upon receipt of an order from an ordering agency, the contractor will confirm receipt of the agency's order by either fax or electronic means. Contractors are required to enter orders with the factory within two (2) days after receipt of purchase order. The contractor is to provide confirmation of the factory orders to the ordering agency by either fax or electronic means. The confirmation document shall confirm the contractor's order number, specific item(s), order quantities, unit price, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the agency's order with the contractor's order number entered thereon. Delivery to the ordering agency is to be accomplished within seven (7) days after the contractor receives and services ordered items (for Delayed Delivery refer to Section 1.5.4 of this document).

Upon receipt of the vehicle from the manufacturer, the dealer is to acknowledge receipt of the vehicle to the ordering agency. The contractor (dealer) is to then schedule delivery with the ordering agency. Delivery may be refused by the ordering agency if delivery was not scheduled.

#### 1.5.2 - ORDERING ENTITY CONTACT

Any State of Ohio ordering entity and/or political subdivision ordering from this contract needs to be sure that they have included a contact, phone/fax numbers on the purchase order to the dealership. State's Cooperative Purchasing members need to be sure to include their current membership certificate number and / or a copy of their current membership certificate when placing an order to the dealership.

#### 1.5.3 - PERFORMANCE AGREEMENT

The manufacturer has, upon occasion, oversold productive capability, resulting in an inability to deliver all of the contractor's properly entered and acknowledged orders. When this occurs, the contractor cannot deliver for reasons beyond his control and cannot be held responsible. Usually, the manufacturer will complete deliveries with the new model year vehicle at the contractor's bid price.

#### 1.5.4 - DELAYED DELIVERY

- A. Certain agencies may require delayed delivery on various items within this Contract. For any vehicle order that requests delayed delivery, the storage charges per day shall commence seven (7) calendar days after agency contact person notification that vehicle(s) so ordered are serviced and ready for delivery. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.
- B. If ordering entities elect to take delivery at the Contractor's place of business, pickup must be within seven (7) calendar days after notification that the vehicle is serviced and ready for pickup. If the vehicle is not picked up within the seven (7) calendar days after notification, the ordering entity is subject to a storage charge. The rate of such charges shall be indicated on the catalog item as Delayed Delivery Daily Storage Charge. Failure to include a dollar amount at bid submission for the Delayed Delivery Daily Storage Charge will be interpreted as \$0.00.

#### 1.5.5 - DELIVERY INSTRUCTIONS

The transporting and delivery of automobiles shall be accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be effected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the approval of the Office of Procurement Services.

#### 1.5.6 - MANUFACTURERS PRODUCTION TERMINATION NOTICE (BUILD-OUT)

- A. The contractor is required to notify the Office of Procurement Services when build out dates are released by the manufacturer. A Build Out Schedule is listed in the Contract to assist entities in planning vehicle purchases. If an order is accepted by the contractor after the build out date and price protection for the new model year has not been established, the normal delivery timeline for delivery is required.
- B. Orders prior to manufacturer production termination notice (build-out date): All orders placed against any contract resulting from this bid, shall be provided to the contractor no later than the manufacturer's build-out date, which in the past is usually around March, but may be much earlier. Agencies will be notified of these dates but are urged to submit their orders as quickly as possible after receipt of the contract.
- C. All orders received and accepted by the contractor on, or prior to, the build-out date shall guarantee delivery of the vehicle as described on the purchase order at the Contract price.

- D. Any order received by the contractor after the build-out date will be subject to availability. The contractor reserves the right to accept or reject these orders. The contractor will be required to notify the ordering agency, within five (5) working days, after the purchase order has been received by the contractor, whether the purchase order will be accepted or rejected. If the purchase order cannot be accepted it shall be returned to the ordering agency by the contractor. Once accepted, the contractor shall be required to fulfill the order. Failure to do so may result in the ordering agency purchasing a comparable vehicle from another source. The contractor will be held liable for any difference in price.

#### 1.6 - NOTES

##### 1.6.1 - WARRANTY

Unless ordered with extended warranty, manufacturer's standard warranty shall apply, copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

##### 1.6.2 - SPECIFICATION CONFORMATION & EXTRA ACCESSORIES

Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with State of Ohio requirements. Any extra accessories delivered on vehicles cannot and will not be paid for.

##### 1.6.3 - ORDERING REQUIREMENTS/LIMITATIONS

Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.

##### 1.6.4 - ADDITIONAL OPTIONS

Bidders may elect to quote some of their more popular options for the item being bid. The options(s) being offered must be available for the item being bid. The additional options being offered must not change the item model being bid.

If offering additional options, include the information in the Additional Option Package on the Item Grid.

##### 1.6.5 - DIFFERENTIAL TYPE/RATIO

For the purposes of this bid the terms limited slip, anti-spin, automatic locking, rear locking, TRAC-LOC, etc. are to have the same meaning. The bidder is to state the standard rear axle ratio being provided (include information on the Specification Identification & Unspecified Option Price form and attach form via Questionnaire) and is to quote any additional ratio that may be available when preparing their bid.

**1.7 - SPECIFICATION SHEETS**

Shown below are the specifications requirements for equipment that the State desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capacities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Department of Administrative Services. List all deviations providing equivalent performance in the Questionnaire. Failure to comply may deem the bid not responsive.

^ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,100
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42



^ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	74
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,300
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

## ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	140
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front/Rear) (in.)	41/39
30.	Leg Room (Front/Rear) (in.)	41/33
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	57
34.	Payload (lbs.)	1,790
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,200
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42



^ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	2.7L/4 Cylinder
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Required
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

## ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	140
28.	Fuel Capacity (Gal.)	28.3
29.	Headroom (Front/Rear) (in.)	41/39
30.	Leg Room (Front/Rear) (in.)	41/33
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	57
34.	Payload (lbs.)	1,690
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,400
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
56.	All Terrain Tires (QDV)	
57.	Trailer Tow Mirrors (DPO)	
58.	Backup Alarm (8S3)	
59.	Hybrid Engine (Not available)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42

^ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CC10543

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	3.6L, V6
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	5.5 ft
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

## ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	140
29.	Fuel Capacity (Gal.)	28.3
30.	Headroom (Front/Rear) (in.)	41/39
31.	Leg Room (Front/Rear) (in.)	41/38
32.	Hip Room (Front/Rear) (in.)	60/63
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	50
35.	Payload (lbs.)	1,700
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,200
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (PAPER)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
57.	All Terrain Tires (QDV)	
58.	Trailer Tow Mirrors (DPO)	
59.	Backup Alarm (8S3)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.42



^ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 1500

Model Number: CK10543

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	3.6L, V6
2.	Horsepower (Net HP)	280
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	5.5 ft
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Sterling Gray Metallic, Summit White, Black, North Sky Blue Metallic, Red Hot, Dark Ash Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

^Note: Price protection has been obtained for MY24, which will be available at a later date. Users are able to issue PO's to the Contractor prior to MY24 availability to prepare orders when the MY24 order bank opens. Contractor will provide order confirmation at a later date, when the ability to order MY24 is available.

## ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	140
29.	Fuel Capacity (Gal.)	28.3
30.	Headroom (Front/Rear) (in.)	41/39
31.	Leg Room (Front/Rear) (in.)	41/38
32.	Hip Room (Front/Rear) (in.)	60/63
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	50
35.	Payload (lbs.)	1,630
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	6,400
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (PAPER)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (Z82)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (WIRE)	
57.	All Terrain Tires (QDV)	
58.	Trailer Tow Mirrors (DPO)	
59.	Backup Alarm (8S3)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3:42

\*ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	3,000
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (PAPER)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	40
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	2,600
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
61.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
62.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	142
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	60
34.	Payload (lbs.)	3,400
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	8 ft. Bed in Lieu of Short Bed (CC20953)	
61.	Additional Option Package: 6.6L V6 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20753

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	142
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	60
34.	Payload (lbs.)	3,100
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QF6)	
57.	Trailer Tow Mirrors (DBG)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	8 ft. Bed in Lieu of Short Bed (CK20953)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CC20743

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	149
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	60
35.	Payload (lbs.)	2,600
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QF6)	
58.	Trailer Tow Mirrors (DBG)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 2500HD

Model Number: CK20743

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	5.7L, V8
2.	Horsepower (Net HP)	360
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	6.5 ft.
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

## ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	149
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	60
35.	Payload (lbs.)	2,300
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	8,500
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QF6)	
58.	Trailer Tow Mirrors (DBG)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
63.	Additional Option Package: 6.6L V8 Diesel (L5P)	
64.	Additional Option Package: 8 Foot Bed (CK20943)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	39
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	5,900
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZT)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Motor]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
64.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30903

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
Seating		
23.	Seating Capacity	3
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
Dimensions		
27.	Wheelbase (in.)	133
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front) (in.)	39
30.	Leg Room (Front) (in.)	41
31.	Hip Room (Front) (in.)	60
32.	Shoulder Room (Front) (in.)	65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,100
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
Accessories		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZ2)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
62.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
63.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft. Blade (FISHER 8 FOOT)	
64.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
65.	Dual Batteries: 70 Amp Hour Rating (K4B)	
66.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
67.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30953

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	158
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,330
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (Q7T)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Single Rear Wheel (SRW)	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	
64.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30953

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Tires	All Season
15.	Spare Tire (No Tire Mending Kit Accepted)	Required
16.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
17.	Restraint System (Driver & Passenger)	Required
18.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Safety (continued)</b>		
19.	Power Antilock Brakes (Front and Rear)	Required
20.	Rear Camera	Required
21.	Bluetooth Connectivity	Required
22.	Factory Installed Running Boards	Required
<b>Seating</b>		
23.	Seating Capacity	6
24.	Front Seat Type	Split Bench
25.	Seat Covering	Vinyl
26.	Floor Covering, Include Load Area	Vinyl
<b>Dimensions</b>		
27.	Wheelbase (in.)	158
28.	Fuel Capacity (Gal.)	36
29.	Headroom (Front/Rear) (in.)	40/38
30.	Leg Room (Front/Rear) (in.)	41/31
31.	Hip Room (Front/Rear) (in.)	60/61
32.	Shoulder Room (Front/Rear) (in.)	65/65
33.	Cargo Volume (cu. ft.)	75
34.	Payload (lbs.)	6,330
35.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
36.	Air Conditioning	Required
37.	Tilt Wheel & Cruise Control	Required
38.	Power Windows & Door Locks	Required
39.	Keyed Door Locks	Required
40.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
41.	Intermittent Windshield Wipers	Required
42.	Radio	Standard AM/FM
43.	Exterior Rear-View Mirror	Dual
44.	Cargo Dome Light	Automatic
45.	Floor Mats	Rubber

ITEM 29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
46.	Rust Proofing	Min. Factory Warranty
47.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
48.	Parts Manual(s) (Not available)	
49.	Service Manual(s) (SM)	
50.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
51.	Seat Belt Extender (SBE)	
52.	Cloth Seat Covering (CLOTH)	
53.	Bed Liner (CGN)	
54.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
55.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
56.	All Terrain Tires (QZT)	
57.	Trailer Tow Mirrors (DWC)	
58.	Backup Alarm (8S3)	
59.	6-Door Utility Body (STAHL 8 FOOT)	
60.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
61.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
62.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Single Rear Wheel (SRW)	
64.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
65.	Dual Batteries: 70 Amp Hour Rating (K4B)	
66.	Heavy Duty Alternator (220 Amp Minimum) (KWB)	
67.	Additional Option Package: 6.6L V8 Diesel (L5P)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC30943

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	167
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	75
35.	Payload (lbs.)	6,200
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QZT)	
58.	Trailer Tow Mirrors (DWC)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Single Rear Wheel (SRW)	
62.	Diesel Engine (L5P)	
63.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
64.	Dual Batteries: 70 Amp Hour Rating (K4B)	
65.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK30943

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Rear Door Type	Locking Tailgate
12.	Bed Length (ft.)	8
13.	Rear Step Bumper	Manufacturer Standard
14.	Full Size Doors	4
15.	Tires	All Season
16.	Spare Tire (No Tire Mending Kit Accepted)	Required
17.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
18.	Restraint System (Driver & Passenger)	Required
19.	Supplement Restraint System (Driver & Passenger)	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Safety (continued)		
20.	Power Antilock Brakes (Front and Rear)	Required
21.	Rear Camera	Required
22.	Bluetooth Connectivity	Required
23.	Factory Installed Running Boards	Required
Seating		
24.	Seating Capacity	6
25.	Front Seat Type	Split Bench
26.	Seat Covering	Vinyl
27.	Floor Covering, Include Load Area	Vinyl
Dimensions		
28.	Wheelbase (in.)	167
29.	Fuel Capacity (Gal.)	36
30.	Headroom (Front/Rear) (in.)	40/40
31.	Leg Room (Front/Rear) (in.)	41/39
32.	Hip Room (Front/Rear) (in.)	60/65
33.	Shoulder Room (Front/Rear) (in.)	65/65
34.	Cargo Volume (cu. ft.)	75
35.	Payload (lbs.)	5,900
36.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
Accessories		
37.	Air Conditioning	Required
38.	Tilt Wheel & Cruise Control	Required
39.	Power Windows & Door Locks	Required
40.	Keyed Door Locks	Required
41.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
42.	Intermittent Windshield Wipers	Required
43.	Radio	Standard AM/FM
44.	Exterior Rear-View Mirror	Dual
45.	Cargo Dome Light	Automatic
46.	Floor Mats	Rubber

ITEM 31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
47.	Rust Proofing	Min. Factory Warranty
48.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
49.	Parts Manual(s) (Not available)	
50.	Service Manual(s) (SM)	
51.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
52.	Seat Belt Extender (SBE)	
53.	Cloth Seat Covering (CLOTH)	
54.	Bed Liner (CGN)	
55.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
56.	7-Pin Trailer Receptacle Wiring (See Supplement A) (UY2)	
57.	All Terrain Tires (QZT)	
58.	Trailer Tow Mirrors (DWC)	
59.	Backup Alarm (8S3)	
60.	6-Door Utility Body (STAHL 8 FOOT)	
61.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow. (VYU)	
62.	Snow Plow Package for DRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
63.	Snow Plow Package for SRW (order w/Snow Plow Prep Package). 8 Ft Blade (FISHER 8 FOOT)	
64.	Single Rear Wheel (SRW)	
65.	Diesel Engine (L5P)	
66.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
67.	Dual Batteries: 70 Amp Hour Rating (K4B)	
68.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 32AT, CAB & CHASSIS 12,800 LB 2WD REG CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC31003

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Tires	All Season
12.	Spare Tire (No Tire Mending Kit Accepted)	Required
13.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
14.	Restraint System (Driver & Passenger)	Required
15.	Supplement Restraint System (Driver & Passenger)	Required
16.	Power Antilock Brakes (Front and Rear)	Required
17.	Rear Camera	Required
18.	Bluetooth Connectivity	Required
19.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 32AT, CAB &amp; CHASSIS 12,800 LB 2WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
20.	Seating Capacity	3
21.	Front Seat Type	Split Bench
22.	Seat Covering	Cloth
23.	Floor Covering	Vinyl
<b>Dimensions</b>		
24.	Wheelbase (in.)	137
25.	Fuel Capacity (Gal.)	63.5
26.	Headroom (Front) (in.)	40
27.	Leg Room (Front) (in.)	41
28.	Hip Room (Front) (in.)	60
29.	Shoulder Room (Front) (in.)	65
30.	Payload (lbs.)	6,520
31.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
32.	Air Conditioning	Required
33.	Tilt Wheel & Cruise Control	Required
34.	Power Windows & Door Locks	Required
35.	Keyed Door Locks	Required
36.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
37.	Intermittent Windshield Wipers	Required
38.	Radio	Standard AM/FM
39.	Exterior Rear-View Mirror	Dual
40.	Cargo Dome Light	Automatic
41.	Floor Mats	Rubber

ITEM 32AT, CAB &amp; CHASSIS 12,800 LB 2WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
42.	Rust Proofing	Min. Factory Warranty
43.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
44.	Parts Manual(s) (Not available)	
45.	Service Manual(s) (SM)	
46.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
47.	Seat Belt Extender (SBE)	
48.	Vinyl Seat Covering (VINYL)	
49.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
50.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
51.	All Terrain Tires (QZT)	
52.	Trailer Tow Mirrors (DWC)	
53.	Backup Alarm (8S3)	
54.	6-Door Utility Body (STAHL 9 FOOT)	
55.	2 Yard Dump Body (GALION 9 FOOT)	
56.	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body) (CC31403)	
57.	Diesel Engine (L5P)	
58.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
59.	Dual Batteries: 70 Amp Hour Rating (K4B)	
60.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 33AT, CAB & CHASSIS 12,800 LB 4WD REG CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK31003

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Tires	All Season
12.	Spare Tire (No Tire Mending Kit Accepted)	Required
13.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
14.	Restraint System (Driver & Passenger)	Required
15.	Supplement Restraint System (Driver & Passenger)	Required
16.	Power Antilock Brakes (Front and Rear)	Required
17.	Rear Camera	Required
18.	Bluetooth Connectivity	Required
19.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 33AT, CAB &amp; CHASSIS 12,800 LB 4WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
20.	Seating Capacity	3
21.	Front Seat Type	Split Bench
22.	Seat Covering	Cloth
23.	Floor Covering	Vinyl
<b>Dimensions</b>		
24.	Wheelbase (in.)	137
25.	Fuel Capacity (Gal.)	63.5
26.	Headroom (Front) (in.)	40
27.	Leg Room (Front) (in.)	41
28.	Hip Room (Front) (in.)	60
29.	Shoulder Room (Front) (in.)	65
30.	Payload (lbs.)	6,520
31.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
32.	Air Conditioning	Required
33.	Tilt Wheel & Cruise Control	Required
34.	Power Windows & Door Locks	Required
35.	Keyed Door Locks	Required
36.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
37.	Intermittent Windshield Wipers	Required
38.	Radio	Standard AM/FM
39.	Exterior Rear-View Mirror	Dual
40.	Cargo Dome Light	Automatic
41.	Floor Mats	Rubber

ITEM 33AT, CAB &amp; CHASSIS 12,800 LB 4WD REG CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
42.	Rust Proofing	Min. Factory Warranty
43.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
44.	Parts Manual(s) (Not available)	
45.	Service Manual(s) (SM)	
46.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
47.	Seat Belt Extender (SBE)	
48.	Vinyl Seat Covering (VINYL)	
49.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
50.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
51.	All Terrain Tires (QZT)	
52.	Trailer Tow Mirrors (DWC)	
53.	Backup Alarm (8S3)	
54.	6-Door Utility Body (STAHL 9 FOOT)	
55.	2 Yard Dump Body (GALION 9 FOOT)	
56.	84" CA in lieu of 60" CA (N/A with 2 Yard Dump Body) (CK31403)	
57.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
58.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. 6 in. Blade length (FISHER 8'6")	
59.	Diesel Engine (L5P)	
60.	Transmission Power Take-off Provision [(PTO) Requires L5P Diesel Engine)	
61.	Dual Batteries: 70 Amp Hour Rating (K4B)	
62.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

\*ITEM 36AT, CAB & CHASSIS 12,800 LB 2WD CREW CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CC31043

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	2WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Full Size Doors	4
12.	Tires	All Season
13.	Spare Tire (No Tire Mending Kit Accepted)	Required
14.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
15.	Restraint System (Driver & Passenger)	Required
16.	Supplement Restraint System (Driver & Passenger)	Required
17.	Power Antilock Brakes (Front and Rear)	Required
18.	Rear Camera	Required
19.	Bluetooth Connectivity	Required
20.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 36AT, CAB &amp; CHASSIS 12,800 LB 2WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
21.	Seating Capacity	6
22.	Front Seat Type	Split Bench
23.	Seat Covering	Cloth
24.	Floor Covering	Vinyl
<b>Dimensions</b>		
25.	Wheelbase (in.)	171
26.	Fuel Capacity (Gal.)	63.5
27.	Headroom (Front/Rear) (in.)	40/40
28.	Leg Room (Front/Rear) (in.)	41/39
29.	Hip Room (Front/Rear) (in.)	60/65
30.	Shoulder Room (Front/Rear) (in.)	65/65
31.	Payload (lbs.)	6,270
32.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
33.	Air Conditioning	Required
34.	Tilt Wheel & Cruise Control	Required
35.	Power Windows & Door Locks	Required
36.	Keyed Door Locks	Required
37.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
38.	Intermittent Windshield Wipers	Required
39.	Radio	Standard AM/FM
40.	Exterior Rear-View Mirror	Dual
41.	Cargo Dome Light	Automatic
42.	Floor Mats	Rubber

ITEM 36AT, CAB &amp; CHASSIS 12,800 LB 2WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
43.	Rust Proofing	Min. Factory Warranty
44.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
45.	Parts Manual(s) (Not available)	
46.	Service Manual(s) (SM)	
47.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
48.	Seat Belt Extender (SBE)	
49.	Vinyl Seat Covering (VINYL)	
50.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
51.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
52.	All Terrain Tires (QZT)	
53.	Trailer Tow Mirrors (DWC)	
54.	Backup Alarm (8S3)	
55.	6-Door Utility Body (STAHL 9 FOOT)	
56.	2 Yard Dump Body (GALION 9 FOOT)	
57.	Diesel Engine (L5P)	
58.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
59.	Dual Batteries: 70 Amp Hour Rating (K4B)	
60.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73



\*ITEM 37AT, CAB & CHASSIS 12,800 LB 4WD CREW CAB DRW

Make/Manufacturer: Chevrolet

Model Year and Model: MY2023 Silverado 3500HD

Model Number: CK31043

Delivery, Days After Receipt of Order: 365 Days Subject to Manufacturer

Line No.	Standard Specification Items	Minimum Requirements
<b>Powertrain</b>		
1.	Engine Type (Liter / Cylinder)	6.0L, V8
2.	Horsepower (Net HP)	380
3.	Transmission	Automatic
4.	Locking Differential	Manufacturer Standard
5.	Alternator (amps)	Manufacturer Standard
6.	Battery (CCA)	Manufacturer Standard
7.	Cooling System	Heaviest Duty Available
8.	Alternative Fuel (Type)	N/A
9.	Drivetrain	4WD
<b>Exterior</b>		
10.	Body Side Moldings	Manufacturer Standard
11.	Full Size Doors	4
12.	Tires	All Season
13.	Spare Tire (No Tire Mending Kit Accepted)	Required
14.	Paint	Greenstone Metallic, Summit White, Black, Silver Ice Metallic, Red Hot, North Sky Blue Metallic
<b>Safety</b>		
15.	Restraint System (Driver & Passenger)	Required
16.	Supplement Restraint System (Driver & Passenger)	Required
17.	Power Antilock Brakes (Front and Rear)	Required
18.	Rear Camera	Required
19.	Bluetooth Connectivity	Required
20.	Factory Installed Running Boards	Required

\*Indicates update to the Build Out Schedule, to note that the model year 2024 order window will open on 01/26/23.

ITEM 37AT, CAB &amp; CHASSIS 12,800 LB 4WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
<b>Seating</b>		
21.	Seating Capacity	6
22.	Front Seat Type	Split Bench
23.	Seat Covering	Cloth
24.	Floor Covering	Vinyl
<b>Dimensions</b>		
25.	Wheelbase (in.)	171
26.	Fuel Capacity (Gal.)	63.5
27.	Headroom (Front/Rear) (in.)	40/40
28.	Leg Room (Front/Rear) (in.)	41/39
29.	Hip Room (Front/Rear) (in.)	60/65
30.	Shoulder Room (Front/Rear) (in.)	65/65
31.	Payload (lbs.)	6,225
32.	Gross Vehicle Weight Rating (GVWR)(lbs.)	12,800
<b>Accessories</b>		
33.	Air Conditioning	Required
34.	Tilt Wheel & Cruise Control	Required
35.	Power Windows & Door Locks	Required
36.	Keyed Door Locks	Required
37.	2 Sets of Keys with FOB Enabling Electronic Keyless Entry	Required
38.	Intermittent Windshield Wipers	Required
39.	Radio	Standard AM/FM
40.	Exterior Rear-View Mirror	Dual
41.	Cargo Dome Light	Automatic
42.	Skid Plate(s)	Required
43.	Floor Mats	Rubber

ITEM 37AT, CAB &amp; CHASSIS 12,800 LB 4WD CREW CAB DRW (continued)

Line No.	Standard Specification Items	Minimum Requirements
Warranty		
44.	Rust Proofing	Min. Factory Warranty
45.	Manufacturer Standard	Min. 3 yr./36,000 Mile
Optional Equipment Items		
46.	Parts Manual(s) (Not available)	
47.	Service Manual(s) (SM)	
48.	Additional Set of Keys with FOB Enabling Electronic Keyless Entry (5H1)	
49.	Seat Belt Extender (SBE)	
50.	Vinyl Seat Covering (VINYL)	
51.	Tow Hitch / 7-Pin Receptacle / Brake Controller (JL1)	
52.	7-Pin Trailer Receptacle Wiring (See Supplement A) (JL1)	
53.	All Terrain Tires (QZT)	
54.	Trailer Tow Mirrors (DWC)	
55.	Backup Alarm (8S3)	
56.	6-Door Utility Body (STAHL 9 FOOT)	
57.	2 Yard Dump Body (GALION 9 FOOT)	
58.	Diesel Engine (L5P)	
59.	Manufacturer Snow Plow Prep Package (Includes HD Suspension, HD Alternator, HD Transmission Cooling, Skid Plates, Etc.) Does not include Snow Plow (VYU)	
60.	Snow Plow Package (order w/Snow Plow Prep Package). 8 Ft. 6 in. blade length. (FISHER 8'6")	
61.	Transmission Power Take-off Provision [(PTO) Requires Diesel Engine]	
62.	Dual Batteries: 70 Amp Hour Rating (K4B)	
63.	Heavy Duty Alternator (220 Amp Minimum) (KW5)	

Unspecified Option Price: 3% above manufacturer invoice

Standard Rear Axle Ratio: 3.73

**2 - STANDARD TERMS AND CONDITIONS**

State of Ohio [Standard Terms and Conditions](#) (revised 4/19/22) will apply to this Contract.

**3 - SPECIAL CONTRACT TERMS AND CONDITIONS****3.1 - ORDER OF PRIORITY**

The order of priority of the Contract will be the following: 1.) Specifications and Requirements; 2) Contract Specific Terms and Conditions; 3) Standard Terms and Conditions.

**3.2 - AMENDMENT TO CONTRACT TERMS AND CONDITIONS**

The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**3.3 - FIRM FIXED-PRICE CONTRACT**

The Contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

**3.4 - OPTIONS PRICING NOTE**

Options prices bid are to be less than the manufacturer's suggested retail price(s) (MSRP). Bidder signifies by the completion of "Bid Certification" in their response that the option prices bid are less than MSRP. Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

Bidders must indicate whether an option item is included with the base unit, no additional charge, not available, or a price for the option. On the Item Grid, the following must be used to indicate one of those choices:

- Included with base unit or available at no additional charge: On the Item Grid, enter \$0.00
- Not available: On the Item Grid, mark 'Yes' in the Decline column
- Price: On the Item Grid, enter the dollar value

**3.4.1 - REQUIRED OPTIONS**

Line items that are not marked with "Safety" and with a value greater than 0 in the "Units to Evaluate" are Required Options. Failure to offer a Required Option may deem your bid response not responsive and ineligible for award. Bidders must either, indicate the Required Option is included with the base unit or available at no additional charge by entering \$0.00, or providing a price. Bidders that decline a Required Option or respond with no cost but cannot provide this item may be deemed not responsive and ineligible for award.

If an option is not available as original factory equipment and is supplied as an aftermarket item, the Dealer Part Number field is to include an "AM" designation.

**3.4.2 - SAFETY EQUIPMENT OPTIONS**

Safety Options are identified on the Item Grid with the word "Safety" followed by the description of the safety equipment option. Bidders shall indicate if Safety Equipment Options are available on vehicles as part of the base vehicle by entering \$0.00, available as an option by entering a price, or not available by selecting Yes in the Decline column for that option.

Failure to provide this information will deem your bid not responsive for that vehicle. If available as an option and not standard on the base vehicle, bidders must provide a unit cost. Failure to provide the unit cost if available as an option and not standard on the base vehicle will deem your bid not responsive for that vehicle. If Safety Equipment Option is not standard on the base vehicle or available as an option, DAS may remove that option from evaluation for all responsive bidders on that vehicle.

### 3.4.3 - ADDITIONAL OPTION PACKAGES

Bidders may elect to supply pricing for popular or common option packages not included as a required options on the Item Grid. Additional option packages quoted will be made available to the ordering entities at the discretion of DAS, as part of the Contract.

### 3.4.4 - UNSPECIFIED OPTION PRICE

Unspecified option price is the percentage above the manufacturer's invoice cost that is used to calculate unit cost for non-specified optional equipment required by an ordering entity.

Any option not specified on the Item Grid will be made available to the ordering entities, following Contract award and DAS approval, at the Unspecified Option Price. Bidder is to specify the percentage on the Specification Identification, Unspecified Option Price, & Delivery form and attach form via Questionnaire. If no Unspecified Option Price is provided by the Bidder, the State will assume that the price will be equal to the manufacture invoice. The Unspecified Option Price specified by the Bidder will not be used in the vehicle evaluation.

### 3.5 - TRANSPORTATION CHARGES

Any items(s) ordered from this Contract shall be delivered F.O.B. destination to any state agency or any political subdivision located within the State of Ohio as stated on the purchase order, at the rate per mile, per vehicle delivery charge as listed on the catalog. When generating orders, contact the contractor and establish the total round trip miles for one (1) vehicle from dealers location, using the State of Ohio Official Highway Map, unless some other mutually agreed upon method is acceptable.

### 3.6 - MINIMUM DELIVERY CHARGE

This charge is to be used when the rate per mile per vehicle, as listed on the catalog, times the number of round-trip miles is less than the minimum delivery charge. The contractor may not bill for both the rate per mile, per vehicle and the minimum delivery charge.

### 3.7 - PLACEMENT OF ORDERS

Ordering entities are strongly encouraged to place orders as early as possible in the model year. Purchase orders for any item(s) listed in a contract, awarded pursuant to this bid, will be placed directly with the contractor(s) by the using agency. No order shall specify delivery to exceed thirty (30) days beyond the expiration and/or cancellation date of the contract.

### 3.8 - PURCHASE ORDERS

The Purchase Orders for item(s) listed in this Contract will be placed directly with the contractor by the ordering agency. All purchases, made by state agencies only, will be placed using either the official State of Ohio Purchase Order or, by a purchase order issued by the State's third-party financing administrator. The State will not be obligated to pay for purchases of any supplies or services, made by any other method. No order shall specify delivery to exceed thirty (30) days beyond the expiration, termination, or cancellation date of the Contract. A Purchase Order will authorize the contractor to provide the required supplies or services and, upon delivery, acceptance and submission of a proper invoice, will obligate the ordering agency to pay for the supplies or services furnished by the contractor.

When applicable, purchase orders may be placed for delivery to the agency on a quarterly basis. Any orders issued prior to the expiration, termination, or cancellation date of the Contract, which require delivery up to ninety (90) days beyond the approved expiration, termination, or cancellation date are to be fulfilled by the contractor.

ALL purchase orders placed against this Contract are to contain verbiage exactly as to how the title, delivery instructions, etc. are to read, i.e.:

TITLE TO:	SHIP TO:	BILL TO:
AGENCY TAX NO. _____		
AGENCY _____		
ADDRESS _____		
CITY/STATE _____		
COUNTY _____	CONTACT _____	TELEPHONE _____

### 3.9 - SUBMISSION OF INVOICES

Refer to the Standard Contract Terms and Conditions; IV, Order and Payment Provisions. Invoices will not be issued prior to receipt of a purchase order.

### 3.10 - PAYMENT

During the term of this Contract, a third-party financing option will be made available to State agencies only; not to political subdivisions. The contractors (dealers) will be notified by the State to review the order to pay process utilized by the third-party administrator. Contractors will continue to receive payment in full; either from the State or the third-party administrator. If payment is received from the third-party administrator, the title to the vehicle is to (may) be forwarded to the third-party administrator. If a third-party administrator is used for payment, there could be a delay in receipt of payment.

It is unknown which agencies may purchase through a third-party administrator or quantity of vehicles being purchased. This payment method may increase the number of vehicles purchased. Electronic Funds Transfer (EFT) may be used as payment method with mutual agreement between the third-party financing administrator and the dealer.

Payment will be issued once full order is completed and vehicles are delivered to ordering agency.

### 3.11 - CANCELLATION AFTER ORDER CONFIRMATION

If an ordering agency needs to cancel any units due to agency error (wrong vehicle, over purchase, discontinued use, inventory reduction, etc.) after receiving the confirmation from the factory as described in Section 1.5.1 of this document, the contractor may accept or reject the cancellation. If the contractor accepts the cancellation, they may charge a fee of up to \$1,000.00 per vehicle cancelled to recover costs for reselling the vehicle.

### 3.12 - SERVICE

The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. This requires that all fluids are filled to their maximum levels unless otherwise defined. Unit shall conform to all current Federal Safety Regulations including OSHA.

### 3.13 - SERVICE POLICY

The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of the state of Ohio regardless of the location of the District or Regional Headquarters under which the vehicle operates.

### 3.14 - CERTIFICATE OF TITLE

The contractor must submit application for certificate of title within one (1) business day after delivery of vehicle(s) has been made to the ordering agency. The title shall be delivered within fifteen (15) days after delivery of vehicle(s) to the ordering agency.



### 3.15 - AGENCY REGISTRATION

The contractor shall furnish the Title Documents for each new vehicle and deliver same to the department ordering the vehicle, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$15.00 per vehicle filing fee at time of vehicle(s) delivery to any agency authorized to complete their own title registration.

### 3.16 - ADVERTISEMENT

Dealer name-signs shall not be affixed to any part of the delivered vehicle.

### 3.17 - DEALER LICENSE

Contractor must be licensed to sell motor vehicles in the State of Ohio pursuant to ORC [4517.12](#). DAS may ask for proof of a dealers license/permit.

The Bidder should submit their dealer license/permit issued by the State of Ohio with their bid response. If not provided as part of the bid response, the Bidder must provide said dealer license within seven (7) calendar days after request/notification by the Office of Procurement Services. Failure to submit the dealer license within the stated time period may result in the bid response being deemed as not responsive.

### 3.18 - AUTHORIZED DEALER STATEMENT

Bidders responding to this Invitation to Bid must be an authorized dealer or manufacturer of the products they are bidding. Bidders should submit documentation with their bid response certifying that they are the manufacturer or an authorized dealer of the manufacturer of the products being bid. This certification must be from an authorized manufacturer's representative. If not provided as part of the bid response, the Bidder must provide said statement within seven (7) business days after request/notification by the Office of Procurement Services. Failure to submit the certification within the stated time period may result in the bid response being deemed as not responsive.

### 3.19 - SALES LICENSE

Contractor must be licensed to sell new motor vehicles pursuant to ORC [4517.01](#) and [4517.02](#).

DAS may ask for proof of a salesperson's license after bid opening if not provided at bid opening. If requested, the Bidder will have seven (7) calendar days to respond.

If the owner/partner who is listed on the dealer's license is selling to the State, rather than a salesperson, an affirmation letter stating this must be provided in lieu of a salesperson license.

### 3.20 - USAGE REPORTS

Every six (6) months the contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Contract Analyst (GDC093).

Contractor is to submit two (2) separate reports, one (1) for state agencies purchases and the other report for political subdivision purchases.

INDEX NUMBER	CONTRACT NUMBER	CUSTOMER	ITEM NUMBER	# UNITS SOLD	\$ VALUE
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### 3.21 - ENERGY POLICY ACT

The Energy Policy Act was signed into law in 1992. Under the act, state and federal government fleets must begin phasing in alternative fuel vehicles as replacements for petroleum fuel vehicles. The act recognizes methanol, ethanol and other alcohol-gasoline blends, natural gas, liquefied petroleum gas and other fuels as sources of replacement ("reformulated gasoline" and 10% ethanol are excluded from the definition of alternate fuels).

### 3.22 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

### 3.23 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

To submit this quarterly sales report, the Contractor is responsible for obtaining access to Ohio|Buys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using Ohio|Buys at the following web address [supplier-emarketplace.ohio.gov](http://supplier-emarketplace.ohio.gov). If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

### 3.24 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals  $\frac{3}{4}$  of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below.

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

#### **4 - INVITATION TO BID INSTRUCTIONS**

[Instructions, Terms and Conditions for Bidding](#) that apply to the solicitation.

#### **5 - SPECIAL INSTRUCTIONS TO BIDDERS**

##### **5.1 - DELIVERY**

Supplies will be delivered to the participating agency within the timeframe noted on the contract for the item after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency.

##### **5.2 - DESCRIPTIVE LITERATURE**

The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

##### **5.3 - CONTRACT AWARD**

The contract will be awarded to the lowest responsive and responsible bidder by line item.

##### **5.4 - EVALUATION**

Bids will be evaluated in accordance with Article I-15 of the "Instructions to Bidders". In addition, the state will evaluate the bid based on the total item cost which equals the estimated number of units multiplied by the unit bid price plus the option unit bid cost times the number of units to evaluate (for each option with a quantity) plus the appropriate delivery charge. If estimated usages are unknown a quantity of one (1) will be used for the evaluation. If there is no "delivery charge per mile round trip map mileage rate" supplied or, the calculated value of the delivery charge is less than the minimum delivery charge, the minimum delivery charge will be used for evaluation purposes. The State reserves the right to reject the "per mile" delivery charge or the "minimum" delivery charge if it is determined to be excessive.

Example Calculation:

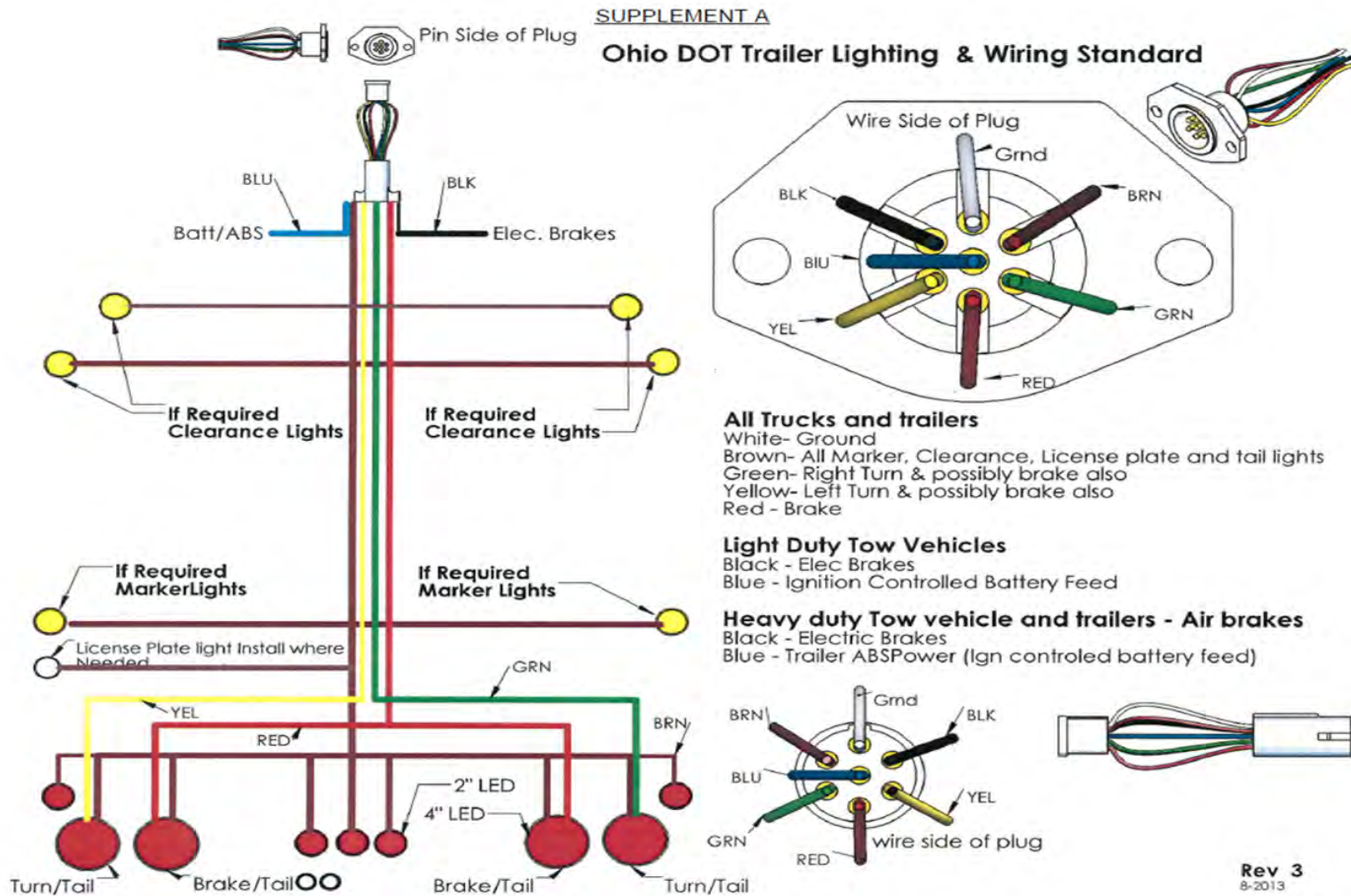
Total Item Cost = [(vehicle unit bid price) x (estimated number of units)] + [(option 1 unit bid cost) x (number of units to evaluate)] + [(option 2 unit bid cost) x (number of units to evaluate)] + [(delivery charge per mile round trip x 300) x estimated number of vehicles]

**6 - AMENDMENTS****6.1 - SUMMARY OF AMENDMENTS**

Amendment Number	Effective Date	Description
3	08/25/23	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 10/31/23. This contract will be rebid.
2	01/26/23	This amendment is issued to update the Build Out Schedule for items 20AT, 21AT, 22AT, 23AT, 24AT, 25AT, 26AT, 27AT, 28AT, 29AT, 30AT, 31AT, 32AT, 33AT, 36AT and 37AT, to note that the model year 2024 order window will open on 01/26/23.
1	11/01/22	This amendment is issued to update the Build Out schedule. Additionally, this amendment is to note that the ordering window for the MY24 of these vehicles is not yet open, but ordering entities can submit their orders to the Contractor.

## SUPPLEMENT A

### Ohio DOT Trailer Lighting & Wiring Standard



**BUILD OUT SCHEDULE**

Amendment #	Amendment Date	Vehicle Description	Make/Model	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
1	11/01/22	ITEM #14AT, PICKUP FULL SIZE 6,100 LB 2WD REG CAB LONG BED	Chevrolet Silverado 1500 CC10903 MY2023			10/18/22	Yes
1	11/01/22	ITEM #15AT, PICKUP FULL SIZE 6,300 LB 4WD REG CAB LONG BED	Chevrolet Silverado 1500 CK10903 MY2023			10/18/22	Yes
1	11/01/22	ITEM #16AT, PICKUP FULL SIZE 6,200 LB 2WD EXT CAB SHORT BED	Chevrolet Silverado 1500 CC10753 MY2023			10/18/22	Yes
1	11/01/22	ITEM #17AT, PICKUP FULL SIZE 6,400 LB 4WD EXT CAB SHORT BED	Chevrolet Silverado 1500 CK10753 MY2023			10/18/22	Yes
1	11/01/22	ITEM #18AT, PICKUP FULL SIZE 6,200 LB 2WD CREW CAB SHORT BED	Chevrolet Silverado 1500 CC10543 MY2023			10/18/22	Yes
1	11/01/22	ITEM #19AT, PICKUP FULL SIZE 6,400 LB 4WD CREW CAB SHORT BED	Chevrolet Silverado 1500 CK10543 MY2023			10/18/22	Yes
2	01/26/23	ITEM #20AT, PICKUP FULL SIZE 8,500 LB 2WD REG CAB LONG BED	Chevrolet Silverado 2500HD CC20903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #21AT, PICKUP FULL SIZE 8,500 LB 4WD REG CAB LONG BED	Chevrolet Silverado 2500HD CK20903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #22AT, PICKUP FULL SIZE 8,500 LB 2WD EXT CAB SHORT BED	Chevrolet Silverado 2500HD CC20753 MY2023			10/18/22	Yes
2	01/26/23	ITEM #23AT, PICKUP FULL SIZE 8,500 LB 4WD EXT CAB SHORT BED	Chevrolet Silverado 2500HD CK20753 MY2023			10/18/22	Yes
2	01/26/23	ITEM #24AT, PICKUP FULL SIZE 8,500 LB 2WD CREW CAB SHORT BED	Chevrolet Silverado 2500HD CC20743 MY2023			10/18/22	Yes
2	01/26/23	ITEM #25AT, PICKUP FULL SIZE 8,500 LB 4WD CREW CAB SHORT BED	Chevrolet Silverado 2500HD CK20743 MY2023			10/18/22	Yes
2	01/26/23	ITEM #26AT, PICKUP FULL SIZE 12,800 LB 2WD REG CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30903 MY2023			10/18/22	Yes
2	01/26/23	ITEM #27AT, PICKUP FULL SIZE 12,800 LB 4WD REG CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30903 MY2023			10/18/22	Yes



**BUILD OUT SCHEDULE (continued)**

Amendment #	Amendment Date	Vehicle Description	Make/Model	Requisition Approval Date	Order to Dealer Date	Dealer Order Cut Off Date	Price Protection (Yes/No)
2	01/26/23	ITEM #28AT, PICKUP FULL SIZE 12,800 LB 2WD EXT CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30953 MY2023			10/18/22	Yes
2	01/26/23	ITEM #29AT, PICKUP FULL SIZE 12,800 LB 4WD EXT CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30953 MY2023			10/18/22	Yes
2	01/26/23	ITEM #30AT, PICKUP FULL SIZE 12,800 LB 2WD CREW CAB LONG BED DRW	Chevrolet Silverado 3500HD CC30943 MY2023			10/18/22	Yes
2	01/26/23	ITEM #31AT, PICKUP FULL SIZE 12,800 LB 4WD CREW CAB LONG BED DRW	Chevrolet Silverado 3500HD CK30943 MY2023			10/18/22	Yes
2	01/26/23	ITEM #32AT, CAB & CHASSIS 12,800 LB 2WD REG CAB DRW	Chevrolet Silverado 3500HD CC31003 MY2023			10/18/22	Yes
2	01/26/23	ITEM #33AT, CAB & CHASSIS 12,800 LB 4WD REG CAB DRW	Chevrolet Silverado 3500HD CK31003 MY2023			10/18/22	Yes
2	01/26/23	ITEM #36AT, CAB & CHASSIS 12,800 LB 2WD CREW CAB DRW	Chevrolet Silverado 3500HD CC31043 MY2023			10/18/22	Yes
2	01/26/23	ITEM #37AT, CAB & CHASSIS 12,800 LB 4WD CREW CAB DRW	Chevrolet Silverado 3500HD CK31043 MY2023			10/18/22	Yes

**Key**

Requisition Approval Date - Last day to have requisitions submitted, approved by ordering agency, and routed for central approval.

Order to Dealer Date - Last day to submit Purchase Orders to the dealer.

Dealer Order Cut Off Date - Last day dealer can submit order to manufacturer.

Price Protection - Model Year 2024 is available at Model Year 2023 contract pricing.



46767 STATE ROUTE 18  
WELLINGTON, OH 440909265

DEAL# 7299  
CUST# 868178

DATE <b>08/29/2023</b>		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMO		FEDERAL IDENTIFICATION NO. _____	
PURCHASER'S NAME <b>FAIRFIELD COUNTY COMMISSIONERS</b>		PHONE <b>740-652-7121</b>			
ADDRESS <b>210 EAST MAIN ST</b>		<b>LANCASTER</b>		<b>OH 43130</b>	
(Title At) (Street) (City) (State) (Zip) (County)					
The Undersigned Purchaser hereby orders from Valley Chevrolet, Inc. <b>ONE</b> motor vehicle(s)					
(Quantity)					
together with (Quantity) the equipment below set forth (which motor vehicle(s) and equipment are hereinafter called "said vehicle(s)") to be delivered on or about <b>08/29/2023</b>					
according to the following applications, terms and conditions:					
<b>ARBITRATION</b> I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. <input checked="" type="checkbox"/>		Stock No.		Yr	
		Mfg.		Type	
		VIN			
		MILEAGE		<input type="checkbox"/> ACCURATE	
		ON TRADE-IN		<input checked="" type="checkbox"/> NOT ACCURATE	
<b>T24063 2024 CHEVROLET SILVERADO 15 1GCRDAEK4RZ103149</b>				<b>53010.00</b>	
				N/A	
				N/A	
				N/A	
				N/A	
				N/A	
<b>THE BUYER DOES NOT INTEND TO EQUIP THIS VEHICLE FOR USE AS A TRACTOR OR INCREASE ITS RATING ABOVE 33,000# GVW.</b> <input type="checkbox"/>					
ODOMETER MILEAGE ON <input checked="" type="checkbox"/> ODOMETER MILEAGE IS ACCURATE VEHICLE BEING PURCHASED <b>2</b> <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE		DOCUMENT FEES		N/A	
		SUB TOTAL		53010.00	
		FEDERAL EXCISE TAX		N/A	
		TOTAL SELLING PRICE		53010.00	
<b>SOLD "AS IS"</b> <input type="checkbox"/> I hereby make this purchase and accept this Used Vehicle knowingly without any warranty whatsoever, expressed or implied by your Co. or its Agents		<b>DEPOSIT RECEIPT</b> Purchaser hereby provides to the Dealer the sum of \$ <b>N/A</b> as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.		<b>NEGATIVE EQUITY</b> I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <b>N/A</b> of negative equity from my trade-in be included in the cash price of the vehicle.	
Customer's Signature _____		X _____		X _____	
		EXTENDED SERVICE CONTRACT		N/A	
		SALES TAX		N/A	
		30 DAY TAG AND TITLE FEES		N/A	
		N/A		N/A	
		N/A		N/A	
		N/A		N/A	
		TOTAL CASH DELIVERED PRICE		53010.00	
<b>NON-REFUNDABLE CASH DEPOSIT SUBMITTED WITH ORDER.</b>		N/A		N/A	
N/A		N/A		N/A	
N/A		N/A		N/A	
NO. OF TRADES _____		DESCRIPTION OF TRADE-IN(S) <input type="checkbox"/> SEE ATTACHED LIST		<b>NEGATIVE EQUITY:</b>	
MAKE	YEAR	MODEL	TYPE	SERIAL NO.	ALLOWANCE FOR USED TRUCK TRADE-IN AS
N/A	N/A	N/A	N/A	N/A	N/A
<b>DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					CASH TO BE PAID AT TIME OF DELIVERY
					N/A
In conjunction with clause number 1 on the rear of this agreement, cancellation purchaser may cancel this order only on written notice from purchaser and only if seller is able to cancel said order with the manufacturer and receives confirmation of said cancellation from the manufacturer. Upon any cancellation or failure to accept delivery purchaser shall pay seller reasonable and proper cancellation charges and expenses.					TOTAL CREDIT
					N/A
					BALANCE DUE 53010.00

(Customer Signature)

Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described hereon is to be financed all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchase at the time purchaser is to be contractually obligated on the credit transaction.

**NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. This motor vehicle contract executed this **August** day of **29th** **2023**

**TIM WALICK**

(Sales Representative)

(Signed) **X**

(Purchaser/Firm)

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

By **FAIRFIELD COUNTY COMMISSIONERS**

(Signature of Officer, Partner or Owner, with Title)

BY \_\_\_\_\_

TITLE **F&I MANAGER**

(SEE REVERSE)

**23**

Warranty received and explained in its entirety.	
Date <b>N/A</b>	Signed <b>N/A</b>



46767 STATE ROUTE 18  
WELLINGTON, OH 440909265

DEAL# 7300  
CUST# 868178

DATE <b>08/29/2023</b>		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMO		FEDERAL IDENTIFICATION NO. _____			
PURCHASER'S NAME <b>FAIRFIELD COUNTY COMMISSIONERS</b>		PHONE <b>740-652-7121</b>					
ADDRESS <b>210 EAST MAIN ST</b>		<b>LANCASTER</b>		<b>OH 43130</b>			
(Title At) (Street) (City) (State) (Zip) (County)							
The Undersigned Purchaser hereby orders from Valley Chevrolet, Inc. <b>ONE</b> (Quantity) motor vehicle(s) together with (Quantity) the equipment below set forth (which motor vehicle(s) and equipment are hereinafter called "said vehicle(s)") to be delivered on or about <b>08/29/2023</b> according to the following applications, terms and conditions:							
<b>ARBITRATION</b> I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. <input checked="" type="checkbox"/>		Stock No.	Yr	Mfg.	Type	VIN	
		<b>T24064</b>	<b>2024</b>	<b>CHEVROLET</b>	<b>SILVERADO 15</b>	<b>1GCRDAEK4RZ109095</b>	<b>53010.00</b>
							N/A
							N/A
							N/A
							N/A
<b>THE BUYER DOES NOT INTEND TO EQUIP THIS VEHICLE FOR USE AS A TRACTOR OR INCREASE ITS RATING ABOVE 33,000# GVW.</b> <input type="checkbox"/>		DOCUMENT FEES		N/A			
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED <b>2</b> <input checked="" type="checkbox"/> ODOMETER MILEAGE IS ACCURATE <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE		SUB TOTAL		53010.00			
<b>SOLD "AS IS"</b> <input type="checkbox"/> I hereby make this purchase and accept this Used Vehicle knowingly without any warranty whatsoever, expressed or implied by your Co. or its Agents.		<b>DEPOSIT RECEIPT</b> Purchaser hereby provides to the Dealer the sum of \$ <b>N/A</b> as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.		<b>NEGATIVE EQUITY</b> I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ <b>N/A</b> of negative equity from my trade-in be included in the cash price of the vehicle.			
Customer's Signature _____		X _____		X _____			
<b>NON-REFUNDABLE CASH DEPOSIT SUBMITTED WITH ORDER.</b>		EXTENDED SERVICE CONTRACT		N/A			
N/A		SALES TAX		N/A			
N/A		30 DAY TAG AND TITLE FEES		N/A			
		N/A		N/A			
		N/A		N/A			
		N/A		N/A			
		TOTAL CASH DELIVERED PRICE		53010.00			
NO. OF TRADES _____ DESCRIPTION OF TRADE-IN(S) _____ <input type="checkbox"/> SEE ATTACHED LIST		NEGATIVE EQUITY:		N/A			
MAKE	YEAR	MODEL	TYPE	SERIAL NO.	ALLOWANCE FOR USED TRUCK TRADE-IN AS		
N/A	N/A	N/A	N/A	N/A	N/A		
<b>DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO					CASH TO BE PAID AT TIME OF DELIVERY		
In conjunction with clause number 1 on the rear of this agreement, cancellation purchaser may cancel this order only on written notice from purchaser and only if seller is able to cancel said order with the manufacturer and receives confirmation of said cancellation from the manufacturer. Upon any cancellation or failure to accept delivery purchaser shall pay seller reasonable and proper cancellation charges and expenses.					TOTAL CREDIT		
					BALANCE DUE		
					53010.00		

(Customer Signature) \_\_\_\_\_

Seller shall also have a security interest in the proceeds of any insurance policy required or purchased in conjunction with this agreement and/or any unearned premiums of such policies. If the purchase of the motor vehicle described hereon is to be financed all disclosures required by Revised Regulation Z, Truth-in-Lending Simplification Act, will be made by the lending institution (creditor) to the purchase at the time purchaser is to be contractually obligated on the credit transaction.

**NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

The information you see on the window form of this vehicle is part of this contract. The information on the window form overrides any contrary provisions in the contract of sale.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution. This motor vehicle contract is executed this August day of 29th 2023

**TIM WALICK**

(Sales Representative)

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.

BY \_\_\_\_\_

TITLE **F&I MANAGER**

(SEE REVERSE)

**23**

(Signed) **X**

(Purchaser/Firm)

By **FAIRFIELD COUNTY COMMISSIONERS**

(Signature of Officer, Partner or Owner, with Title)

Warranty received and explained in its entirety.

Date **N/A**

Signed

**N/A**

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23003821 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

B  
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OFAIRFIELD COUNTY UTILITIES  
6670 LOCKVILLE ROAD  
CARROLL, OH 43112  
Phone: 740-652-7120

Revisions: 000

V  
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RBOB BOYD FORD  
2840 N COLUMBUS ST  
LANCASTER, OH 43130S  
H  
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OOPERATIONS BUILDING-UTILITIES  
6670 LOCKVILLE ROAD  
CARROLL, OH 43112  
Phone: 614-322-5200

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				4106					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
03/31/2023		3040		03/31/2023				UTILITIES-OPERATIONS	
NOTES									

PO Requisitioner Name : Jody Altman

E mail Address : [jody.altman@fairfieldcountyohio.gov](mailto:jody.altman@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	SEWER BLANKET GL Account: 12504429 - 574200	1.0	EACH	\$35,998.20	\$35,998.20
2	WATER BLANKET GL Account: 12504623 - 574200	1.0	EACH	\$35,998.20	\$35,998.20
3	GREENFIELD WATER BLANKET GL Account: 12584123 - 574200	1.0	EACH	\$3,999.80	\$3,999.80
4	GREENFIELD SEWER BLANKET GL Account: 12584229 - 574200	1.0	EACH	\$3,999.80	\$3,999.80

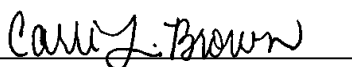
GL SUMMARY	
12504429 - 574200	\$35,998.20
12504623 - 574200	\$35,998.20
12584123 - 574200	\$3,999.80
12584229 - 574200	\$3,999.80

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

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$79,996.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 03/31/2023



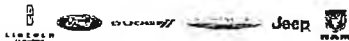
Auditor Fairfield County, OH

Purchase Order Total **\$79,996.00**

472

10/03/2023

For Department Use ONLY



*TH*  
9-27-23

# **RETAIL PURCHASE AGREEMENT (BUYERS ORDER)**

Purchaser's Name(s): **FAIRFIELD COUNTY UTILITIES**

Address: **6670 LOCKVILLE RD CARROLL OH 43112**

Home Telephone: **614/322-5200**

Work Telephone: **614/322-5200**

E-mail Address: **jody.altman@fairfieldcountyohio.gov**

Customer Number: **345212**

Deal Number: **619063**

Date: **09/27/23**

County: **FAIRFIELD**

DOB:

Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2023</b>	MAKE <b>RAM</b>	MODEL <b>1500</b>	COLOR <b>PW7 Bright Whi</b>	STOCK NO. <b>C31655</b>
SERIAL NO. <b>1C6RR7FG1PS592637</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>0</b>		SALESPERSON <b>DANIEL A SAIN</b>
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <b>TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.</b>				
<input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE (1) INFORMATION</b>				
Year:	Make:	Model:	Color:	
Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		Negative Equity*: \$ <b>N/A</b>
<b>TRADE-IN VEHICLE (2) INFORMATION</b>				
Year:	Make:	Model:	Color:	
Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		
Trade-In (1) Allowance: \$ <b>N/A</b>		Balance Owed & Lienholder: \$ <b>N/A</b>		Negative Equity*: \$ <b>N/A</b>
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ <b>N/A</b> was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for <b>1</b> days. <input checked="" type="checkbox"/> <input type="checkbox"/> <b>*NEGATIVE EQUITY:</b> You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount). X <input type="checkbox"/> X				
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input checked="" type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL <input type="checkbox"/> IF MARKED, PLEASE SEE THE ARBITRATION AGREEMENT				
<b>CASH PRICE OF VEHICLE</b>				<b>39713.00</b>
<b>OTHER GOODS/SERVICES</b>				<b>N/A</b>
				<b>N/A</b>
				<b>N/A</b>
				<b>N/A</b>
				<b>N/A</b>
				<b>N/A</b>
<b>TOTAL SELLING PRICE</b>				<b>39713.00</b>
<b>LESS: TRADE-IN ALLOWANCE(S)</b>				<b>N/A</b>
<b>SUBTOTAL</b>				<b>39713.00</b>
<b>TAXABLE PRICE \$</b>				<b>N/A</b>
<b>SALES TAX <u>N/A</u> % FAIRFIELD</b>				<b>N/A</b>
<b>LIC/REG/TITLE FEES</b>				<b>35.00</b>
<b>DOCUMENTATION FEE</b>				<b>250.00</b>
<b>PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity*)</b>				<b>N/A</b>
<b>TOTAL DUE</b>				<b>39998.00</b>
<b>LESS: DEPOSIT/PARTIAL PAYMENT</b>				<b>N/A</b>
				<b>39998.00</b>

**Waiver of Jury Trial:** The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

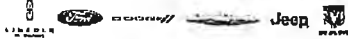
Accepted by Authorized Dealership Representative

Purchaser

CATALOG #B963714-B

DealerCAP © 2014 Ohio (01/14)





196  
9-27-23

# **RETAIL PURCHASE AGREEMENT (BUYERS ORDER)**

Purchaser's Name(s): **FAIRFIELD COUNTY UTILITIES**

Address: **6670 LOCKVILLE RD CARROLL OH 43112**

Home Telephone: **614/322-5200**

Work Telephone: **614/322-5200**

E-mail Address: **jody.altman@fairfieldcountyohio.gov**

Issuing State: **OHIO** Exp. Date:

Customer Number: **345212**

Deal Number: **619062**

Date: **09/27/23**

County: **FAIRFIELD**

DOB:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2023</b>	MAKE <b>RAM</b>	MODEL <b>1500</b>	COLOR <b>PW7 Bright Whi</b>	STOCK NO. <b>C31654</b>
SERIAL NO. <b>1C6RR7FGXPS592636</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>0</b>		SALESPERSON <b>DANIEL A SAIN</b>
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <b>TRADUCCIÓN ESPAÑOLA: VEA EL DORSO.</b>				
<input type="checkbox"/> We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE (1) INFORMATION</b>				CASH PRICE OF VEHICLE
Year:	Make:	Model:	Color:	<b>39713.00</b>
Serial No:				OTHER GOODS/SERVICES
Odometer Reading: <input type="checkbox"/> Not Accurate				<b>N/A</b>
Trade-In (1) Allowance: \$ <b>N/A</b>				<b>N/A</b>
Balance Owed & Lienholder: \$ <b>N/A</b>				<b>N/A</b>
Negative Equity*: \$ <b>N/A</b>				<b>N/A</b>
<b>TRADE-IN VEHICLE (2) INFORMATION</b>				<b>N/A</b>
Year:	Make:	Model:	Color:	<b>N/A</b>
Serial No:				<b>N/A</b>
Odometer Reading: <input type="checkbox"/> Not Accurate				<b>N/A</b>
Trade-In (1) Allowance: \$ <b>N/A</b>				<b>N/A</b>
Balance Owed & Lienholder: \$ <b>N/A</b>				<b>N/A</b>
Negative Equity*: \$ <b>N/A</b>				<b>N/A</b>
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT: The sum of \$ <b>N/A</b> was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for <b>1</b> days.				<b>N/A</b>
<input checked="" type="checkbox"/> <b>*NEGATIVE EQUITY:</b> You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).				<b>N/A</b>
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				<b>39713.00</b>
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				<b>N/A</b>
<input checked="" type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL				<b>N/A</b>
<input type="checkbox"/> IF MARKED, PLEASE SEE THE ARBITRATION AGREEMENT				<b>N/A</b>
				<b>39998.00</b>
				<b>39998.00</b>

**Waiver of Jury Trial:** The Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

Accepted by Authorized Dealership Representative

Purchaser

CATALOG #8963714-B

DealerCAP © 2014 Ohio (01/14)



Prosecutor's Approval Page

Resolution No.

A resolution authorizing the purchase of two work trucks – Utilities

(Fairfield County Utilities Department)

Approved as to form on 9/28/2023 9:06:14 AM by Amy Brown-Thompson,



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

Resolution No. 2023-10.03.w

A resolution authorizing the purchase of two work trucks – Utilities  
(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 of October 5, 2023; and

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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

## INVOICES BY DEPARTMENT

10/05/2023 to 10/05/2023

## Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1200</b>			<b>COMMISSIONERS ADMIN</b>						
			<b>Fund: 1001 - GENERAL FUND</b>						
1581532	10/05/2023	80132	AUNDREA N CORDLE	9/23	09/01/2023	23000874	C1003	MONTHLY CELL PHONE STIPEND- SEPT	60.00
1581533	10/05/2023	82133	JEFF PORTER	9/23	09/01/2023	23000881	C1003	MONTHLY CELL PHONE STIPEND- SEPT	60.00
5385275	10/05/2023	7689	NATIONAL PUBLIC EMPLOYER LABOR	6053	09/26/2023	23000547	C1003	AUNDREA CORDLE 2023 OHPELRA	87.50
			<b>Fund: 2876 - FISCAL RECOVERY (ARP)</b>						
5385273	10/05/2023	1370	TYLER TECHNOLOGIES INC	130-138974	09/01/2023	23006729	C1003	LAW ENFORCEMENT RECORDS MANAGEMENT	148,928.05
5385274	10/05/2023	7002	MOTOROLA SOLUTIONS INC	1187107762	09/22/2023	22005672	C1003	Project# 1000407438 - MARCS radio project - EMA	339,726.00
<b>TOTAL: COMMISSIONERS ADMIN</b>									<b>488,861.55</b>

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600	ENGINEER-ADMIN								
	Fund: 2362 - ROAD & BRIDGES (ENGINEER LEVY)								
5385276	10/05/2023	67680	KOKOSING CONSTRUCTION COMPANY	60065	09/21/2023	23005214	C1003	RESURFACING PROJECT	479,961.74
TOTAL: ENGINEER-ADMIN									479,961.74

INVOICES BY DEPARTMENT

10/05/2023 to 10/05/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$968,823.29

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date



Resolution No. 2023-10.03.x

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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