

REGULAR AGENDA #49 - 2023
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
OCTOBER 31, 2023

AGENDA FOR TUESDAY, OCTOBER 31, 2023

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for October 24, 2023
- Approval of Budget Hearing Minutes for October 24, 2023
- Commissioners
- 2023-10.31.a A resolution authorizing the approval of proclamations. [Commissioners]
- 2023-10.31.b A resolution to approve a Grant Agreement between Fairfield County
Board of Commissioners and Ohio Department of Aging. [Commissioners]
- 2023-10.31.c A resolution approving an account to account transfers in a major object
expense category for the Safety & Security Budget, General Fund# 1001.
[Commissioners]
- 2023-10.31.d A resolution to appropriate from unappropriated in major expenditure
object categories for the General Fund# 1001. [Commissioners]
- 2023-10.31.e A resolution approving an account to account transfer in a major object
expense category for the Commissioners Office, General Fund# 1001.
[Commissioners]
- 2023-10.31.f A resolution to approve a memo expense for interest allocation
reimbursements for Fairfield Department of Health, Fairfield County Parks, & Fairfield
County Port Authority – Fund #7012, #7321, #7308, & #7865. [Commissioners]
- Fairfield County ADAMH Board
- 2023-10.31.g A resolution to approve a reimbursement for share of costs for Liability
Insurance paid to CORSA as a memo expenditure for fund #2066. [ADAMH Board]

Fairfield County Board of Developmental Disabilities

2023-10.31.h A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]

2023-10.31.i A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities [Board of Developmental Disabilities]

Fairfield County Domestic Relations Court

2023-10.31.j A resolution authorizing an account to account transfer for the adjustment of Material Supplies – Fund #2625 Special Projects Fund. [Domestic Relations Court]

Fairfield County Economic and Workforce Development

2023-10.31.k A resolution approving an account to account transfer in a major object expense category. [Economic & Workforce Development]

Fairfield County Engineer

2023-10.31.l A resolution to approve a reimbursement for share of costs for 2023 Liability Insurance paid to CORSA as a memo expenditure for fund 2024 – Motor Vehicle [Engineer]

Fairfield County Family and Children First Council

2023-10.31.m A resolution regarding an agreement between the Fairfield County Family and Children First Council and Albany Counseling Services. [Family and Children First Council]

2023-10.31.n A resolution authorizing the SFY 2024 Help Me Grow Early Intervention Contract for Services between the Fairfield County Commissioners, as administrative agent of the Fairfield County Family and Children First Council and the Lancaster-Fairfield Community Action Agency. [Family and Children First Council]

Fairfield County Juvenile/Probate Court

2023-10.31.o A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category Fund #2317. [Juvenile/Probate Court]

2023-10.31.p A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2036. [Juvenile/Probate Court]

2023-10.31.q A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2882. [Juvenile/Probate Court]

Fairfield County Sheriff

2023-10.31.r A resolution to approve the purchase of seven (7) marked vehicles from Chapman Ford [Sheriff]

2023-10.31.s A resolution to approve the purchase of three (3) unmarked vehicles from Chapman Ford [Sheriff]

2023-10.31.t A resolution approving an account-to-account transfer into a major expenditure object category. [Sheriff]

Fairfield County Utilities

2023-10.31.u A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5046 & 5841, Salary, Laborers. [Utilities]

Payment of Bills

2023-10.31.v A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval [Commissioners]

The next Regular Meeting is scheduled for November 7, 2023, 9:00 a.m.

Adjourn

Budget Hearing Follow-Up, Juvenile/Probate Court, 1:00 p.m.

Budget Hearing Follow-Up, OSU Extension, 1:20 p.m.

Budget Hearing Follow-Up, Coroner's Office, 1:40 p.m.

Budget Hearing Follow-Up, Board of Elections, 2:00 p.m.

Budget Hearing Follow-Up, Soil & Water, 3:40 p.m.

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Review Meeting

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner 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 Prosecuting Attorney, Steven Darnell; Assistant Prosecuting Attorney, Austin Lines; Budget Director, Bart Hampson; JFS Director Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Facilities Director, Tony Vogel; JFS Budget Director, Josh Crawford; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Lt. Joe Boring. Also Present: Francis Martin, Barb Martin, Betty Bennett, Sherry Pymer, Ray Stemen, Judy Stemen, Clarence Price, and Josephine Price.

Attending virtually: Jim Bahnsen, Tony Howard, Jennifer Morgan, Belinda Nebbergall, Arika Farrer, Jeff Barron, Jennifer Effinger, Shelby Hunt, Ashley Arter, Sara Madenwald, Greg Forquer, Stacy Hicks, Jessica Murphy, Deb, Michael Kaper, Tiffany Daniels, Britney Lee, Tony Vogel, Lynette Barnhart, Toni Ashton, and Beth Cotrell.

Welcome

Commissioner Davis opened the meeting by welcoming everyone in attendance and spoke about the Commission schedule.

Listen & Learn

United Way Chief Executive Officer, Christine Simmons, spoke about the 30+ programs supported by United Way of Fairfield County. Ms. Simmons spoke about the personal connection that she hopes everyone will make to one of the programs supported by United Way of Fairfield County. The Director provided a video and highlighted many of the programs contained in the video. She stated that United Way has a free year-round tax preparer and spoke about the Harcum House. She also spoke about the Salvation Army and Fairhope Hospice. Ms. Simmons explained the United Way donation form and highlighted that the campaign goal for this year is \$1.5M. She closed by speaking about upcoming events such as the 5k on November 11th, the annual January Polar Plunge, and the Fair Share drawing.

Commissioner Fix thanked the United Way team for their work and for their support of such important programs.

Commissioner Levacy thanked Ms. Simmons for her new leadership and asked about the progress of Dolly's Imagination Library.

Ms. Simmons spoke about getting kids throughout the County registered for the Imagination Library program and the recent outreach at the County Fair.

Public Comments

Ray Stemen of Lancaster spoke about the preparedness of the U.S. military against possible threats.

Judy Stemen of Lancaster spoke about physical and spiritual warfare.

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Legal Update

No legal update.

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. \$28.9M has been appropriated, \$16.3M expended, \$3.8M encumbered or obligated.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 18 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution declaring Fairfield County's support of the Ohio Commission for the U.S. Semi quincentennial
- A resolution approving a wire payment to Fairfield Healthcare Professionals for the \$4.5M Ohio Department of Medicaid grant.
- Two resolutions from the Engineer's Office for the Refugee Rd. Intersection Safety Improvements. One resolution to award the bid to the Complete General Construction Company (\$3,581,083.88), and another for a notice to commence for that same project.
- A Meals on Wheels resolution to appropriate money to cover increased levy fees.

Budget Review

- Budget Director, Bart Hampson, had nothing to report.

Calendar Review/Invitations Received

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
 - South Licking Watershed Conservancy District Meeting, October 24, 2023, 6:00 p.m., Hebron Municipal Complex, 934 W. Main St., Hebron
 - Village of Amanda Land Use Plan Meeting, October 26, 2023, 6:00 p.m., Amanda Village Office, 116 E. Main St., Amanda

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- CFLP Board of Directors Meeting, October 27, 2023, 9:30 a.m., Donald D. Hill County Administration Building, 20 S. 2nd St., Basement Room A, Newark
- Village of Carroll Land Use Plan Meeting, October 30, 2023, 6:00 p.m., Carroll Civic Center, 89 E. Canal St., Carroll
- Village of Baltimore Land Use Plan Meeting, October 30, 2023, 7:30 p.m., The Victoria Opera House, 101 S. Main St., Baltimore
- November Board of Health Meeting, November 8, 2023, 7:00 p.m., FCHD Satellite Office, 11050 Tussing Rd., Pickerington

Correspondence

- *Provided by the Clerk to the Fairfield County Board of Commissioners, Rochelle Menningen*
 - Memo from Dr. Carri Brown, County Auditor, October 18, 2023, Subjects: Revenue Budget Update; Strategic Plan Update; and Credit Card Policy & Federal Schedule Point of Contact
 - From the Office of the County Auditor, the “Wins of the Week”
 - Email from a Resident to Commissioner Fix Regarding the Greenfield Township Comprehensive Land Use Plan Meeting
 - Fairfield County E-News Updates, October 2023
 - Imagine, Fairfield County Board of Developmental Disabilities Newsletter, October 2023

Old Business

Commissioner Davis spoke about delivering remarks to the local Kiwanis group. He also spoke about a long term vantage point meeting for Lancaster-Fairfield Transit and added that the Budget Hearings would begin at 11:00 a.m. and that after the voting portion of the meeting, the Commission would go into Executive Session regarding the acquisition of property.

Commissioner Fix spoke about meeting with Pleasantville, Greenfield Township, and added that there have been many great conversations and positive feedback. He also added that he had the opportunity to attend the JFS Job Fair and spoke about the number of available jobs and applicants. The Commissioner congratulated Corey Clark and his team on the Job Fair and spoke about a veteran who participated in the Veteran Honor Flight.

Commissioner Levacy spoke about the Veteran Honor Flight and the efforts that event takes.

New Business

Commissioner Davis stated that he will be speaking to the Lancaster Rotary group.

Commissioner Fix spoke about the upcoming Region 18 Board meeting.

Dr. Brown spoke about the 110% target for General Fund revenues and provided some updates listed in her memo to the Commissioners.

Commissioner Davis spoke about the anticipated downward trend for investment income in 2026, 2027, and 2028.

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Dr. Brown spoke about the possible employer OPERS contribution increasing from 14% to 18%. She also spoke about HB 187 and its companion bill and how the bill will cause a delay in receipts from the state. Dr. Brown also spoke about the November 15th GIS Day and her staff's Holiday participation with JFS, Charity Newsies, and Meals on Wheels.

Mr. Szabrak thanked Mr. Kochis and the facilities staff for their work on the Workforce Center parking lot, which included additional parking spots.

Mr. Clark stated there were 101 job seekers in attendance for the Job Fair and over 70 employers, with one job offer on site.

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 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 Prosecuting Attorney, Steven Darnell; Assistant Prosecuting Attorney, Austin Lines; Budget Director, Bart Hampson; JFS Director Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Economic and Workforce Development Director, Rick Szabrak; Facilities Director, Tony Vogel; JFS Budget Director, Josh Crawford; FCFC Manager, Tiffany Wilson; Interim RPC Director, Holly Mattei; Lt. Joe Boring. Also Present: Francis Martin, Barb Martin, Betty Bennett, Sherry Pymmer, Ray Stemen, Judy Stemen, Clarence Price, and Josephine Price.

Attending virtually: Jim Bahnsen, Tony Howard, Jennifer Morgan, Belinda Nebbergall, Arika Farrer, Jeff Barron, Jennifer Effinger, Shelby Hunt, Ashley Arter, Sara Madenwald, Greg Forquer, Stacy Hicks, Jessica Murphy, Deb, Michael Kaper, Tiffany Daniels, Britney Lee, Tony Vogel, Lynette Barnhart, Toni Ashton, and Beth Cotrell.

Pledge of Allegiance

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

Announcements

There were no announcements.

Approval of Minutes for October 17, 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, October 17, 2023, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Budget Hearing Minutes for October 17, 2023

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Budget Hearing Minutes for the Tuesday, October 17, 2023, meeting.

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Roll call vote of the motion resulted as follows:

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

Approval of 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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|--------------|--|
| 2023-10.24.a | A resolution declaring Fairfield County's support of the Ohio Commission for the United States Semi Quincentennial (AMERICA 250-OH) |
| 2023-10.24.b | A resolution to approve to appropriate from unappropriated into a major expense categories & Advance from General Fund #1001 for Fund # 2788, subfund#8334, PY2023 CDBG Critical Infrastructure (CI) grant |
| 2023-10.24.c | A resolution to approve a memo receipt and expense for Stop Loss Pool sub fund & the Self-Funded Healthcare Fund |
| 2023-10.24.d | A resolution approving a wire payment to Fairfield Healthcare Professionals, an affiliate of Fairfield Medical Center |

Commissioner Levacy stated that resolution 2023-10.24.d is to finalize the transfer of funds to Fairfield Medical Center which has taken lots of work and has involved support from Representative LaRe and Senator Schaffer.

Commissioner Davis spoke about Fairfield Medical Center's appreciation for the County's assistance.

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 - Payroll

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 - Payroll:

- | | |
|--------------|--|
| 2023-10.24.e | A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor |
|--------------|--|

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 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 resolutions from the Fairfield County Court of Common Pleas:

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|--------------|--|
| 2023-10.24.f | A resolution to appropriate from unappropriated in a major expenditure object category Fairfield County Common Pleas County Probation Fund 2365. |
|--------------|--|

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2023-10.24.g A resolution approving Appropriating from Unappropriated into a major expense category for Grant Fund# 2689, subfund#8328 for the FY2023GR Adult Based Corrections Grant.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Engineer

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

2023-10.24.h A Resolution to Approve the Contract with Complete General Construction Company for the FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

2023-10.24.i FAI-CR7-1.94 Refugee Road Intersection Safety Improvements

2023-10.24.j A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

2023-10.24.k A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for overtime, sick payout, and public service recognition credit

2023-10.24.l A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for contractual services.

Engineer Upp stated the Refugee Road project is a great project to make significant improvements to that road corridor, as well as other roads in the area. He added that it turn lanes will be added, and traffic lights will be retimed for allow for the better flow of traffic.

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 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 resolution from Fairfield County Job and Family Services:

2023-10.24.m A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services

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 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 the Fairfield County Juvenile & Probate Court:

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2023-10.24.n A Resolution Authorizing the Reduction in Major Expenditure Object Category Appropriations for Juvenile Court Fund; #2408 Drug Court Program Sub Fund #8209

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Meals on Wheels/Older Adult Agency

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 Meals on Wheels/Older Adult Agency:

2023-10.24.o A resolution to appropriate from unappropriated funds in a major expenditure object categories for Meals on Wheels-OAAFC, Inc. Fund# 2617

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Sheriff

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

2023-10.24.p A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category

2023-10.24.q A resolution approving an account-to-account transfer into a major expenditure object category.

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:

2023-10.24.r A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

Executive Session

Commissioner Davis made a motion to go into Executive Session to discuss the purchase of real property at 9:56 a.m. Commissioner Davis asked that all members of the Commission, representatives from the Prosecutor's Office, the County and Deputy County Administrators, the Finance Director, the Clerks to the Board of Commissioners, and the Facilities Director, join in the Executive Session. The motion was seconded by Jeff Fix.

Roll call vote of the motion resulted as follows:

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

Budget Hearing #48 - 2023
Fairfield County Commissioners' Office
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Commissioner Davis called the Budget Hearing Session to order at 11:00 a.m.

Each hearing has a corresponding Budget Summary and Excel spreadsheet that are included in the minutes.

Budget Hearing, EMA, 11:00 a.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; EMA and Facilities Director, Jon Kochis; and, Deputy Director of Operations, Garrett Blevins.

Mr. Kochis spoke about grants used and received by Fairfield County EMA and added that EMPG is their main funding grant. He added that the proposed budget is within parameters.

Commissioner Levacy asked for a highlight of the larger grants EMA uses.

Mr. Blevins stated the PUCO grant allows EMA to offer additional training throughout the county.

The Commissioners requested a discussion on fencing options for the Fairfield County Jail.

Mr. Kochis proposed fencing in the rear of the jail to secure the parking lot of the Sheriff's Office. He added that the current parking lot does not prevent others from entering the parking lot and tampering with the deputies' personal vehicles. He added that the parking lot is where staff transfer equipment to their cruisers. He proposed a black galvanized fence along the Wheeling Street access with two control gates to allow only those vehicles with authorized access to enter and exit the lot.

Commissioner Levacy was in favor of black galvanized steel fencing to retain the look of the jail.

Commissioner Fix was in favor of adding shrubs in front of the fence to maintain the curb appeal.

Commissioner Davis asked if there was a timeline for the project.

Mr. Kochis stated the project could be started at any time and would not take long to complete.

Commissioner Davis asked that the Sheriff's Office be informed that the Commission is looking at aesthetics and asked for three different options. He added that he agreed with Commissioner Levacy that the jail was a \$40M project and the Commission would like the fence to look great and fit the aesthetics of the jail and existing neighborhood.

Budget Hearing, IT, 11:15 a.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and IT Director, Dan Neeley.

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Mr. Neeley spoke about procurement of major hardware that was included in the 2023 Budget and about the large cost of Office 365 licensing.

Ms. Cordle stated that the licensing for Office 365 had previously come out of the Health Insurance Fund but there is no longer the ability to pay for the licensing from that fund.

Ms. Knisely stated that 80% of the licensing had been paid from the Health Insurance Fund.

Mr. Porter explained the reasoning for initially purchasing with the Health Insurance Fund.

Mr. Neeley stated that the budget included an increase for training.

Commissioner Levacy spoke about the need for training for both staff and leadership.

Commissioner Fix stated his appreciation for the evolution the IT team has experienced over the last couple of years.

Ms. Cordle added that there have been many changes with IT since it became a part of the Commissioner's office and that she and Mr. Neeley have been in constant contact.

Commissioner Davis stated that the Commissioners are all briefed regular on the needs of IT.

Budget Hearing, Clerk of Courts, 11:30 a.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and Clerk of Courts, Branden Meyer.

Clerk of Courts, Meyer, stated that his office has been working with Ms. Knisely to understand his cash balances.

Ms. Cordle stated that there will not be a placeholder added in the 2024 Budget for a title transfer as there has been in previous years.

Clerk of Courts, Meyer, spoke about fees and taxes collected and the amounts that flow through his office. He also spoke about the Brinks replacement and added that a bailiff is leaving but a retiring deputy will be filling the position. Mr. Meyer stated that the implementation of the new Courtview software went well but that they have not been able to open the new drive thru due to a credit card machine issue. Mr. Meyer also stated that he currently has an open position that he does not believe he will be filling.

Commissioner Davis stated that in his 25+ years of public service he has not seen positions eliminated with new systems.

Clerk of Courts, Meyer, spoke about Drivers' examiners, the exam course, passport, and photo services, and how busy his office expects to be with driving exams.

Commissioner Levacy spoke about the large number of vehicle titles not being processed in this area due to the sale of dealerships to conglomerates who process the titles elsewhere.

Clerk of Courts, Meyer, added that many of the dealerships in the area do not have a title clerk on site and the titles are taking a week and a half to get processed.

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Budget Hearing, Veteran Services, 1:00 p.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and Director of Veterans Services, Park Russell.

Budget Director Hampson provided a Veterans Services budget summary.

Mr. Russell stated the largest items include veterans' outreach and advertisement to encourage veterans to seek services.

Commissioners Davis asked why the lease agreement for the Veterans Services office space is increasing.

Mr. Russell explained that the increase was outlined in the original agreement.

Commissioner Davis asked Mr. Russell if he had a succession plan in place for his planned retirement.

Mr. Russell explained that he plans to move Justin Messinger into his position.

Commissioner Levacy asked why there has been less engagement with veterans.

Mr. Russell explained that veterans typically don't seek services until they notice problems and that he hopes to encourage veterans to seek services before that point.

Budget Hearing, Municipal Clerk, 1:15 p.m.

The Municipal Clerk Hearing was cancelled due to an illness.

Budget Hearing, Auditor, 1:30 p.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; and Budget Clerk, Staci Knisley; and County Auditor, Dr. Carri Brown.

Dr. Brown provided a PowerPoint presentation that is contained in the meeting minutes.

Dr. Brown spoke on General Fund revenue projections for 2024 and monthly and quarterly reviews.

Commissioner Davis spoke about finances in years that cannot be accurately projected.

Commissioner Fix stated that he had high expectations of what Dr. Brown would do in the Auditor's Office and added that she exceeded those expectations.

Dr. Brown replied that she has been working with the Auditor's Association and following many of their protocols.

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Commissioner Levacy stated that the Weights and Measures team is making a big impact in the county and making companies operate fairly.

Dr. Brown spoke about enterprise resource planning, levy training with area schools, and her office's Table of Organization, brand, and strategic themes. She also spoke about MCJDC and added that she will have a financial presentation at their next meeting.

Commissioner Davis stated that one of his top tier items was getting MCJDC adjusted.

Dr. Brown continued by speaking on the Real Estate Assessment Fund and merit based increases.

Commissioner Davis asked if there is a balance on the building located at 108 N. High Street.

Dr. Brown stated the county owns the building and there is no balance.

Dr. Brown summarized the 2024 General Fund revenue projections.

Commissioner Levacy asked how updates in the system are made to account for increases in square footage of a home.

Dr. Brown stated that they will update the sales price of the home according to the square footage, but sometimes find out about an increase in square footage based off the sales price.

Budget Hearing, Economic and Workforce Development, 2:00 p.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; and Economic and Workforce Development Director, Rick Szabrak.

Mr. Szabrak stated Economic and Workforce Development has a few general increases in their 2024 budget associated with travel and wage increases. He added that the training grant funds with Magna will run out in 2024 but that they would have opportunities to offer training grant services to other businesses. He also added that they received a grant for Hocking college to purchase equipment for a lab.

Ms. Cordle asked if the agreement with Hicks Partners was included in the budget.

Mr. Porter explained the Hicks Partners agreement is included in the ARP funds through the end of 2024.

Commissioner Levacy stated he thinks it is important for the county to reach out to local companies such as Anchor Hocking to maintain a line of communication and support services. He also asked how the Workforce Center will handle its new construction while classes are taking place.

Mr. Szabrak stated they have a plan to stagger lessons to ensure there's enough space for all the students they accommodate.

Commissioner Fix asked if the results of the investment per student at the Workforce Center could be quantified.

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Mr. Szabrak stated they continue to investigate the metrics of what it takes to place students in the jobs they are seeking.

Commissioner Levacy added that the idea of the Workforce Center is being more widely accepted and embraced.

Budget Hearing, Job and Family Services, 2:15 p.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Job and Family Services (JFS) Director, Corey Clark; JFS Deputy Director, Heather O'Keefe; JFS Finance Director, Josh Crawford; and FCFC Manager, Tiffany Wilson.

Mr. Clark stated that JFS comes from a different budget perspective because of their funding streams. He added that they are not asking for additional funding but are appreciative of the funds that are provided and added that they believe that the funding is what makes them one of the leaders in the state. He added that they are one of four pilots for the Employer Benefit Bridge Program and that they are close in size to Licking and watch them closely. Mr. Clark stated that the most volatile is the Protective Services group because they do not know what they will receive from the state and that the assumption is that the state funding will remain flat.

Commissioner Levacy asked what is received in state funding

Mr. Clark stated that state funding is over \$5.7M and then provided the details regarding a levy that would be needed to maintain programming.

Commissioner Davis asked if there are costs that rival the costs associated with placement.

Ms. Clark stated that placement costs are the most difficult because they can change.

Ms. O'Keefe spoke about the costs associated with out of state placements. She also spoke about residential treatment facilities and the lack of availability and the placement of kids for systems that are unable to make placements.

Commissioner Fix asked about the contract renewals for placement services and added that he continues to wonder if there is something we can create here to better serve the kids. He further added that he would like to pursue the possibility of adding a facility.

Ms. O'Keefe added that the ODM is even struggling to add facilities.

Commissioner Davis asked if we could get through the addiction issues.

Mr. Clark stated there is a task force at the State level because every county says they cannot sustain the increase in addictions and the issues that come with them. Mr. Clark continued by speaking about the items that have been funded by the General Fund and added that he hopes that the formation of the Department of Children and Youth will assist with funding.

Commissioner Levacy stated his angst over the fact that the State of Ohio does not have facilities to house kids that need to go into specified placements. The Commissioner asked when the last levy was passed for JFS.

Mr. Clark replied that the last levy was passed in 2017.

Budget Hearing #48 - 2023
Fairfield County Commissioners' Office
October 24, 2023

Ms. Cordle spoke about the importance of separating the Meals on Wheels and Child Protective Services levies on the ballot.

Mr. Clark spoke briefly about the JFS workforce.

Commissioner Davis stated that the Commission completely supports JFS.

Budget Hearing, Family and Children First Council, 2:30 p.m.

In attendance: Commissioners Steve Davis, Dave Levacy, and Jeff Fix; County Administrator, Aundrea Cordle; Deputy County Administrator, Jeffrey Porter, Clerk to the Board of Commissioners, Rochelle Menningen; Communications and Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Budget Clerk, Staci Knisley; Family and Children First Council (FCFC) Manager, Tiffany Wilson; JFS Director, Corey Clark; JFS Deputy Director, Heather O'Keefe; and JFS Finance Director, Josh Crawford.

Ms. Wilson spoke about new programming and staff for that programming. She also spoke about some additional Triple P classes and added that they are in the process of developing a 3-year strategic plan. Ms. Wilson summarized the budget and spoke about some reductions in grant funding.

Commissioner Davis asked if there is a balance pending for the grants.

Ms. Wilson explained they should all be paid back except for the Safe Communities grant. She then spoke about the funds received from the County and requested flexibility in using those in-home services. This request was approved.

Ms. Cordle spoke about the new partnership between JFS and FCFC.

Commissioner Davis asked if there are any pending managerial retirements at JFS coming up.

Ms. O'Keefe stated there is one in the not immediate future and they have a succession plan in place.

The Commissioners had short discussions regarding development in the county, differences in the budget, and the Commissioner's appreciation for the work performed on the budgets by Mr. Hampson, Ms. Knisley, and Ms. Cordle.

Adjournment

With no further business, on the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to adjourn at 3:17 p.m.

Roll call vote of the motion resulted as follows:

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

A resolution authorizing the approval of proclamations.

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

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

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

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

Prepared by: Rochelle Menningen

Fairfield County Board of Commissioners

A Proclamation Recognizing November as National Hospice and Palliative Care Month

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

WHEREAS, FAIRHOPE Hospice and Palliative Care is educating the community during National Hospice and Palliative Care Month which is held each November; and

WHEREAS, helping the community understand the importance of hospice and palliative care, the differences between hospice and palliative care, and the importance of advance care planning; and

WHEREAS, FAIRHOPE Hospice & Palliative Care has provided this care to Fairfield County for nearly 40 years; and

WHEREAS, FAIRHOPE is dedicated to meeting the emotional, spiritual and physical needs of those they serve by honoring life during its most difficult times; and

WHEREAS, every life is worth celebrating, cherishing, and remembering.

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

National Hospice and Palliative Care Month

We call upon citizens in Fairfield County to observe this month to learn about hospice and palliative care, talk to loved ones about their wishes so they can be honored if they are unable to handle decisions for themselves. We offer our gratitude to those who are truly called to work in hospice and palliative care.

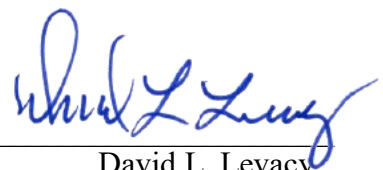
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 31st Day of October in the Year of Our Lord, Two Thousand and Twenty-Three.



Steven A. Davis
Commissioner



Jeffrey M. Fix
Commissioner



David L. Levacy
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing Meals on Wheels Older Adult Alternatives for Celebrating 50 Years of Service to Older Adults Living in Fairfield County

WHEREAS, Meals on Wheels Older Adult Alternatives of Fairfield County was formally established as a 501c3 nonprofit agency with the filing of its Articles of Incorporation with the Secretary of State on November 14, 1973; and

Whereas, Meals on Wheels Older Adult Alternatives of Fairfield County maintains the mission to enable independent living and improve the quality of life for older adults in Fairfield County; and


Whereas, Meals on Wheels Older Adult Alternatives of Fairfield County provides nutritional and supportive services, encourages social interaction, and acts as the catalyst to develop, expand, and sustain a coordinated count-wide system of services; and facilitates access to services for older adults living in Fairfield County; and

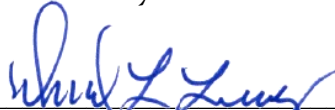
Whereas, Meals on Wheels Older Adult Alternatives of Fairfield County is committed to enhancing the lives of older adults living in our County by:

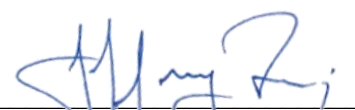
- promoting home- and community-based services that support independent living; and
- involving older adults in community events and other activities; and
- providing opportunities for older adults to learn, volunteer, lead, and mentor; and
- collaborating with others in our community to ensure the provision of services to older adults.

NOW THEREFORE, the Fairfield County Board of Commissioners, does hereby proclaim Tuesday, November 14, 2023, as the 50th Anniversary of Meals on Wheels Older Adult Alternatives, and urges every resident to take time during this celebratory day to recognize Meals on Wheels Older Adult Alternatives as a reliable, societal institution in the delivery of important and necessary services to ensure health, connection, and independence for older adults throughout Fairfield County and to volunteer your time, energy, and resources to ensure its continued success.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 31st Day of October in the Year of Our Lord, Two-Thousand and Twenty-Three.


Steven A. Davis
Commissioner


David L. Levacy
Commissioner


Jeffrey M. Fix
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing November as National Adoption Month

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

WHEREAS, the theme for National Adoption Month, which will be recognized in November of 2023, is “Empowering Youth: Finding Points of Connection”, and

WHEREAS, more than 114,000 of the children in foster care across the United States are waiting to be adopted, including 40 in Fairfield County; and

WHEREAS, one in five children waiting to be adopted nationally are teenagers, including 21 in Fairfield County; and

WHEREAS, it is the work of Fairfield County Job and Family Services to locate safe, stable, and permanent homes for the county’s children in need; and

WHEREAS, eleven children will be adopted in 2023 in Fairfield County; and

NOW THEREFORE, the Fairfield County Board of Commissioners, does hereby formally declare its respect for and recognition of November 2023 as

ADOPTION RECOGNITION AND RECRUITMENT MONTH

throughout the county; and encourages all citizens to celebrate this worthy occasion and to continue to open their hearts and homes to our children in foster care who are waiting to be adopted.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 31st day of October in the Year of Our Lord, Two Thousand and Twenty Three.

Steven A. Davis
Commissioner

David L. Levacy
Commissioner

Jeffrey M. Fix
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing November 10, 2023, as Accounting Appreciation Day

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

WHEREAS, we look forward to acknowledging the contributions our vast and dynamic community of financial professionals make on a daily basis for the county and our stakeholders and partners, which include non-profit organizations, businesses, and other governments; and

WHEREAS, the all-funds budget of the county for 2023 exceeds \$200 M and encompasses a wide range of critical services for courts, law enforcement, social services, public facilities, and roads and bridges; and

WHEREAS, we are continuing the tradition of celebrating leadership in finance and accounting, one of the sometimes-forgotten administrative operations- and one of the most critical to the success of any business, non-profit organization, or government; and

WHEREAS, we appreciate the insight and knowledge of more than 50 professionals from the accounting and finance functions within Fairfield County; and

WHEREAS, November 10 marks the anniversary of a 1494 publication by Fra Luca Bartolomeo de Pacioli (sometimes Paciolo), an Italian mathematician, educator, and Franciscan friar (and close friend of Leonardo da Vinci); *Luca Pacioli* published the earliest compendia of mathematical knowledge to be reproduced on a printing press; he popularized the system of double accounting for keeping financial records and is often known as the father of modern accounting.

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

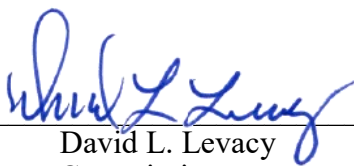
November 10th – Accounting Appreciation Day

We call upon everyone in Fairfield County to observe this day to increase recognition, respect, and support for accounting and finance professionals.

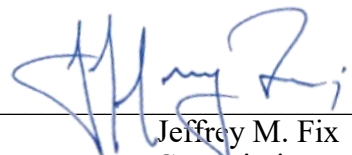
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 31st Day of October in the Year of Our Lord, Two Thousand Twenty-Three.



Steven A. Davis
Commissioner



David L. Levacy
Commissioner



Jeffrey M. Fix
Commissioner

Accounting Appreciation Day

November 10th is Accounting Appreciation Day – or International Accounting Day! The exact date was chosen in honor of Luca Pacioli, considered the father of modern accounting, who published the first book containing double-entry bookkeeping on Nov. 10, 1494. So, how can we celebrate this day and show appreciation for the accountants or finance professionals in our lives? Here are some examples:

Sharing is caring. Get on Facebook, LinkedIn, Twitter, Instagram, or whatever social platform you prefer and get the word out by sharing accounting facts with your friends, family and professional network. Use #internationalaccountingday #AccountingDay or #internationalaccountantsday or #accountingappreciation.

Words of affirmation. Sometimes, taking the time to write a personalized note of appreciation can go a long way. Showing your support with a personalized message means a lot. Not a fan of social media? A signed card, either by you or the entire office, is another great way to show acknowledgement and recognition.

Fulfill an item on an accounting professional's wish list! Every organization has a wish list, some containing items from departments and some from individuals whose jobs are impacted by these items. New equipment and software upgrades are usually on that list. Consider if there is a way to fulfill requests for equipment or software that can help improve operations.

Give the gift of learning. Because regulations, laws, and standards are constantly changing, continued learning is a key component to maintaining professionalism. Providing access to additional training, professional development, or CPE courses is another great way to show appreciation for all the effort that goes into the profession. (Thanks for the County Commissioners for the NACo leadership training opportunities!)

Mentor a young professional. Mentorship is something that requires strong commitment from both parties, and it takes a lot of effort. The end results, however, are more than worth it. The lessons, connections, and opportunities that mentors provide are invaluable. November 10th is a perfect opportunity to consider and plan for accounting and finance mentorship in the coming year.

Fairfield County Board of Commissioners

A Proclamation Recognizing November 15, 2023, as Geographic Information Systems Day

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

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to develop good responses and services; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training so that we can use this rapidly developing technology to its full potential; and

WHEREAS, Fairfield County acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHEREAS, having a day of GIS activities open to citizens and government leaders will help promote STEM education and inspire others to a higher calling to use technology for good; and

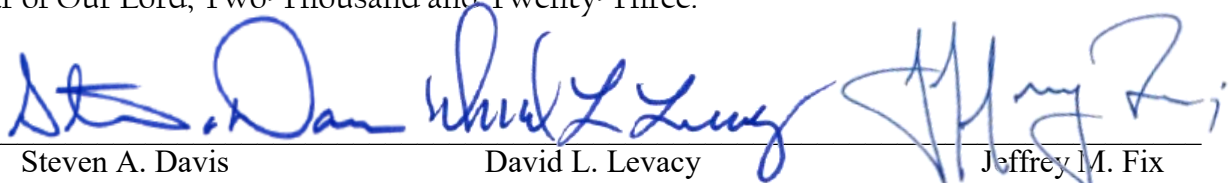
WHEREAS, Fairfield County is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation supporting public safety, real estate assessment, utilities, mapping, surveying, planning, and more.

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

November 15, 2023, as GIS Day

We call upon everyone in Fairfield County to observe this day to increase recognition, respect, and support for accounting and finance professionals.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield to be affixed to this Proclamation on the 31st Day of October in the Year of Our Lord, Two-Thousand and Twenty-Three.



Steven A. Davis
Commissioner

David L. Levacy
Commissioner

Jeffrey M. Fix
Commissioner

Fairfield County Board of Commissioners

A Proclamation Recognizing November 6-12, 2023 As Operation Green Light for Veterans

WHEREAS, the Fairfield County Board of Commissioners have great respect, admiration, and the utmost gratitude for the men and women in the Armed Forces who have selflessly served and sacrificed for our country and this community to maintain freedoms and the way of life we enjoy; and

WHEREAS, the Board of Commissioners seek to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers to help fellow former service members access federal health, disability and compensation benefits each year; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life and many are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and


WHEREAS, the Fairfield County Board of Commissioners appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW THEREFORE, the Fairfield County Board of Commissioners, does hereby formally declare November 6-12, 2023 to be designated as:

Operation Green Light for Veterans

To salute and honor the service and sacrifice of our men and women in uniform who have served or are transitioning from Active Service by encouraging all citizens throughout Fairfield County to join the Board in showing our gratitude by displaying a green light in their window or front door.

IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of the County of Fairfield, Ohio, to be affixed to this Proclamation on the 31st Day of October in the Year of Our Lord, Two Thousand and Twenty-Three.



Jeffrey M. Fix
Commissioner



Steven A. Davis
Commissioner



David L. Levacy
Commissioner

Resolution No. 2023-10.31.a

A resolution authorizing the approval of proclamations.

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Department of Aging.

WHEREAS, established through House Bill 33 of the 135th General Assembly of the State of Ohio, Healthy Aging Grant funds will be allocated to all Ohio counties that apply; and

WHEREAS, the Fairfield County Board of Commissioners applied and will receive at least \$359,409.12 and possibly more after the State completes the reallocation of funds; and

WHEREAS, the Ohio Department of Aging provided a grant agreement for eligible uses to be expended or obligated between October 1, 2023 and June 30, 2024; and

WHEREAS, the Board of Commissioners desires to assign authority to the County Administrator or Deputy County Administrator to sign and approve the agreement and any other future documents related to this grant.

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

Section 1. That the Board of Commissioners authorizes the County Administrator or Deputy County Administrator to sign and approve the attached agreement for Healthy Aging Grant funds and any other future documents related to this grant.

ODA TN 2023-251

Grant Agreement between the Ohio Department of Aging and Fairfield County Board of Commissioners Healthy Aging Grants

This grant agreement (Agreement) is entered into by and between the Ohio Department of Aging (ODA), located at 30 E Broad St, 22nd Floor, Columbus, OH 43215 and the Fairfield County Board of Commissioners (Recipient), located at 210 East Main Street, Room 301, Lancaster, OH 43130, collectively the “Parties.”

1. **Purpose:** ODA hereby grants funds to Recipient who shall use these funds solely to support the program(s) outlined in **Attachment A** of this Agreement. **Attachments A, B, C, D, and E** are an integral part of this Agreement and are considered incorporated fully within this Agreement.

Funding Amount: The amount of funds being awarded to Recipient through this Agreement is defined in **Attachment A** of this Agreement. Funding level approvals, and/or changes, for this Agreement will be identified and communicated in one or more Notice of Grant Award (NGA). The initial NGA shall be distributed on execution of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Recipient through this Agreement is defined in **Attachment A** to this Agreement.

Recipient agrees ODA’s obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by Ohio Revised Code (ORC) 126.07.

If at any time and without prior notice the Director of ODA informs Recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, Recipient shall not obligate additional costs against the award or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Recipient may not obligate funds prior to the beginning of the approved grant period. Recipient may make obligations up to the amount approved on the NGA for the given period.

This Agreement shall be effective on the last date signed by the Parties and shall expire on October 31, 2024. The obligations of Recipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Recipient shall submit reports as required in **Attachment A** of this Agreement.

Recipient’s failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding.

30 E Broad St, 22nd Floor
Columbus, Ohio 43215-3414 U.S.A.

Main: 1-800-266-4346
Fax: 614-466-5741
aging.ohio.gov

Vision: Ohio - The best place to age in the nation

Mission: Foster sound public policy, research, and initiatives that benefit older Ohioans

Recipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to ODA.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in **Attachment A**, to Recipient on request made in the format required by ODA. Funds may not be requested earlier than the first day of the grant period. Recipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided by ODA.

- a. Recipient understands ODA may limit subsidy payments pursuant to Ohio budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by ODA with communication to Recipient, in the sole discretion of ODA. ODA will provide Recipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Recipient does not perform any of its obligations under this Agreement, ODA will provide Recipient with notice documenting the areas requiring remediation. Recipient shall provide ODA a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. ODA, in its sole discretion, may delay payment pending corrective action or if Recipient fails to satisfy the corrective action plan in a timely manner.

- b. If the RFF due date falls on a Saturday, Sunday, or ODA designated holiday, the report shall be due the following business day.
- c. The completed RFF with all required Recipient signatures shall be submitted to ODA via ODAINVOICES@age.ohio.gov.
- d. Recipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 31, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude ODA from requesting Recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Recipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

- e. By accepting funds under this Agreement, Recipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Recipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as **Attachment E**. Recipient acknowledges

and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to ODA.

- f. Recipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between October 1, 2023, and June 30, 2024. Recipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to ODA no later than the close of business on October 31, 2024. Recipient agrees to meet performance requirements. Recipient shall return any remaining funds if at least fifty percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of ODA. Recipient acknowledges and agrees that funding under this Agreement and Recipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA for Recipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of Treasury's regulations and guidance, and all other applicable federal, state and local laws, rules, regulations, executive orders or guidance governing the funds provided under this Agreement. The provisions of this section do not prohibit ODA from exercising any other rights or remedies available to it under federal or state law. If funds are returned to ODA, Recipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from ODA or by check payable to the "Treasurer, State of Ohio" and mailed to the following address:

Ohio Department of Aging
Attn: Fiscal Division
30 E Broad St, 22nd Floor
Columbus, OH 43215

6. Core Assurances for this Agreement:

Recipient, as consideration for award of this Agreement from ODA, hereby agrees to all the following standard assurances and requirements:

Recipient:

- a. Shall comply with all ODA policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees all expenses charged or allocated to this grant shall be reasonable, allowable and allocable to this grant, as those terms are defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government.¹
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by Recipients of

¹ OMB Uniform Administrative Guidance for Federal Awards (2 CFR part 200)

the United States government,²; the American Rescue Plan Act (ARPA) P.L. 117-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Recipient shall make all records available in a timely manner for unrestricted review or audit by the State of Ohio³, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Recipient shall retain all records until notified by ODA pursuant to 2 CFR 200.334 (b). Recipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Recipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.

- e. Recipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless ODA determines, pursuant to state or federal law, such materials are confidential and or otherwise exempt from disclosure. Recipient shall comply with any direction from ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to ODA such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government, the State of Ohio and/or ODA, and in the manner specified by ODA;
- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at [2 CFR Part 200 Subpart F](#).
- i. Agrees neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Recipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Recipient further agrees that neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and

² 2 CFR 200.334

³ The State of Ohio includes, but is not limited to, ODA, the Ohio Office of Budget and Management, the Ohio Auditor of State (including Independent Public Auditors working on behalf of the Ohio Auditor of State), Ohio or Federal Inspectors General or duly authorized law enforcement officials.

federal law. Recipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Recipient shall adopt a written non-discrimination policy which shall be distributed to each of Recipient's providers, beneficiary, subcontractors and/or subrecipients. Recipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Recipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Recipient and Recipient's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 *et seq.* and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Recipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Recipient certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Recipient shall immediately disclose in writing to ODA any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless ODA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;
- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal

drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify ODA, in the event a legal action is initiated by a consumer or other third-party against Recipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the [Trafficking Victims Protection Act](#) in all respects;
- n. Certifies it is not subject to an “unresolved” finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Recipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of ODA. Any assignment or delegation not consented to by ODA may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Recipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers’ compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers’ compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Recipient on the performance of the work authorized by this Agreement. Recipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of ODA or the State of Ohio by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from ODA or the State of Ohio to any public employee retirement system as a result of this Agreement;
- s. Recipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the “State”) or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds. If Recipient has knowingly made a false statement to obtain a grant of funds, Recipient shall be required to return all funds to ODA immediately.

7. Federal Grant Specific Provisions

If the funding source listed in **Attachment A** is identified as federal, Recipient shall also comply with the following specific provisions:

- a. **HHS Grants Policy Statement:** To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services ([HHS Grants Policy Statement \(HHS GPS\)](#)).
- b. **Compliance with Uniform Guidance:** Recipient shall comply with all applicable requirements contained in 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. **United States v. Windsor:** In the provision of services funded through this subaward, Recipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.
- d. **SAM/UEI Requirements:** Recipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. **Salary Limitations:** Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Recipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. **Gun Control:** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. **Restriction on Distribution of Sterile Needles:** No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. **Blocking Access to Pornography:** None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- i. **Never Contract with the Enemy:** Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. ODA may terminate or void this Agreement, in whole or in part, if it or the federal awarding agency becomes aware that Recipient failed to exercise due diligence as required by 2 CFR Part 183; or if ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Recipient shall comply with all applicable requirements contained in [2 CFR 200.216](#) regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. **Domestic Preference for Procurement:** To the extent consistent with law, Recipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Recipient shall comply with all applicable requirements contained in 2 CFR 200.322.
- l. **Statutory and National Policy Requirements:** Recipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. **Change in Key Personnel:** Recipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.
- n. **Lobbying:** Recipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Recipient certifies, to the best of its knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. Recipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by ODA. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- o. **Rights to Inventions:** If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Recipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.
- p. **Stevens Amendment:** Recipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by federal award number awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

8. Miscellaneous Provisions:

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Franklin County Ohio, and Recipient hereby irrevocably consents to such jurisdiction.

- b. **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- d. **Attachments:** All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.
- e. **Binding Effect:** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of ODA and Recipient.
- f. **Debarment:** By signing this Agreement, Recipient certifies and warrants to ODA that, to the best of Recipient's knowledge and belief, Recipient and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
 - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Recipient shall immediately repay any funds paid under this Agreement.

- g. **Executive Orders:** Recipient affirms, understands, and will abide by the requirements of [Executive Order 2019-12D](#) and [Executive Order 2022-02D](#) regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in **Attachment B**.

- h. **Confidentiality of Information:** Recipient shall not use any information, systems, or records made available to Recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Recipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Recipient for the work under this Agreement. Recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, Recipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Recipient shall adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by Recipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Recipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

- i. **Whistleblower Provisions:** The terms of 48 CFR 3.908 apply to this Agreement. Recipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Recipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the Recipient and its staff. Recipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.
- j. **Records:** ODA and Recipient agree compliance to submit program and financial information is critical to this Agreement. Therefore, Recipient shall provide such information as requested by ODA within ten (10) business days of receipt of ODA's request and that failure of the Recipient to comply with this provision could result in immediate suspension of payments or termination of this Agreement by ODA. ODA and Recipient agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.
- k. **Environmental:** Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and

regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

- l. **EEO:** Recipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.
- m. **ADA:** Recipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).
- n. **Force Majeure:** Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term “force majeure event” includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

9. Termination:

- a. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice of termination. ODA shall not be liable for any withdrawal close-out costs that are borne by Recipient. Recipient shall have thirty (30) days to return all unused grant funds.
- b. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this agreement or any federal or state law, rule, executive order, or regulation governing the work to be performed by Recipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined by ODA or the federal awarding agency, pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, ODA shall send a written notice of termination specifying the reason for the termination to Recipient as soon as possible after ODA becomes aware of the need for termination. Recipient's breach or violation of the

terms of this agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law.

- c. A failure on the part of ODA to insist on strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy, or election. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either party may have at law, in equity, or otherwise.
- d. The notice required to be given under subparagraphs a. or b. of this section shall either be hand delivered, or sent by the United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:

- i. If to ODA: Ohio Department of Aging
Attention: Chief Fiscal Officer
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215-3414

- ii. If to Recipient: Fairfield County Board of Commissioners
210 East Main Street, Room 301
Lancaster, Ohio 43130

10. **Amendment:** This Agreement may be amended, provided that any such amendment is in writing and signed by both Parties. It is agreed, however, that any amendment to the laws, rules, regulations, or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below:

Aundrea Cordle,
County Administrator
Fairfield County Board of Commissioners

Date

Ursel J. McElroy, Director
Ohio Department of Aging

Date

Attachment A – Grant Award Specific Provisions

This Attachment to the Agreement specifies provisions for the grant award unique to the specific program awarded to Recipient and is an integral part of the Agreement.

Award Amount

Recipient shall receive the proportional disbursement of the Healthy Aging Grants fund after full execution of this Agreement and submission of an RFF as communicated through a Notice of Grant Award (NGA).

Any subsequent disbursement(s) will be awarded and communicated through a NGA to Recipient.

Recipient will not be required to contribute non-federal support to this project.

Purpose

Established through [House Bill 33 of the 135th General Assembly](#), ALI 490678 will be used by ODA to provide grants to the Recipient to address social determinants of health and to foster improved quality of life for older Ohioans so they may remain in their homes and be connected to their communities, preserve their personal assets, and promote a healthy, independent, active lifestyle. Healthy Aging Grants provide expansion of evidence-informed/evidence-based programs and services in alignment with [Ohio's 2023-2026 State Plan on Aging](#) (SPOA).

Moreover, these grant funds will be leveraged to aid households and local communities' recovery from the most recent COVID-19 pandemic and public health emergency, including supporting older Ohioans disproportionately impacted, many of whom continue to struggle with health and economic consequences. Healthy Aging Grants resolve to address the longstanding health and economic disparities, which amplified the impact of the pandemic in many of Ohio's counties.

ODA grants funds to Recipient who shall use these funds solely to address social determinants of health and support the listed program activities and objectives. This section outlines allowable services and service requirements for using Healthy Aging Grants fund awarded from The U.S. Department of the Treasury.

Scope of Work and Deliverables

ODA grants funds to Recipient who shall provide services to older Ohioans most impacted or disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts.

- "Impacted" older adults are those Ohioans impacted by the COVID-19 virus itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
- "Disproportionately impacted" older adults are those Ohioans that experienced disproportionate public health or economic outcomes from the pandemic. In many cases, preexisting disparities amplified the impacts of the pandemic, causing more severe impacts in underserved communities.

While the Recipient may self-identify at-risk older Ohioans residing in their service area, the Recipient is highly encouraged to direct services to the following priority populations:

- Low-or-moderate income older Ohioans (income at or below [300 percent of the Federal Poverty Guidelines](#) or income at or below 65 percent of the area median income for the county and size of household based on the most recently published data);
- Unemployed older adults;
- Older adults experiencing increased food or housing insecurity; and/or,
- Other priority populations as identified in the SPOA (page 16).

Grant funds shall be utilized to provide those services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) and approved by ODA.

Recipient shall allocate a portion of funding received to the following services:

- At least twenty percent (20%) of total allocation to support **food assistance** services, including:
 - Nutrition strategies included in the SPOA (page 103);
 - Senior nutrition programs, such as home-delivered meals; and/or,
 - Assistance in accessing and/or applying for public benefits or services, such as the Supplemental Nutrition Assistance Program (SNAP).
- At least twenty percent (20%) of total allocation to support **housing assistance**, services, including:
 - Housing quality and affordability strategies included in the SPOA (page 101);
 - Programs and services to support long-term housing security, such as rental/mortgage assistance, utility assistance, counseling, and legal aid to prevent homelessness and eviction;
 - Home repair and/or home weatherization, such as home modifications to improve an older adult's mobility and safety within their residence;
 - Air quality improvement, including maintenance and improvements to residential filtration and indoor heating, ventilation, and air conditioning (HVAC) systems;
 - Programs or services to support long-term housing security; and/or,
 - Assistance in accessing and/or applying for public benefits or services, such as Home Energy Assistance Program (HEAP).
- At least ten percent (10%) of total allocation to support **internet access and digital literacy** services, such as programs to support social connectedness and the preservation of independence included in the SPOA.

Recipient may allocate the remaining funds to provide evidence-based/evidence-informed services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) that are in alignment with the SPOA to address social determinants of health for older Ohioans, including:

- Community conditions, including strategies to improve:
 - Financial stability (SPOA page 100);
 - Housing quality and affordability (SPOA page 101); and/or,
 - Transportation (SPOA page 102);
- Healthy living, including strategies to improve:
 - Nutrition (SPOA page 103); and/or,
 - Physical activity (SPOA page 104);
- Access to care, including strategies to improve:

- Health insurance enrollment, including outreach and advocacy (SPOA page 105); and/or,
- Family caregiver supports (SPOA pages 107 - 108);
- Social Connectedness, including strategies to improve:
 - Social inclusion (SPOA page 109); and/or,
 - Volunteerism (SPOA page 110);
- Population Health, including strategies to reduce:
 - Cognitive difficulty (SPOA page 111);
 - Hypertension (SPOA page 112); and/or,
 - Depression (SPOA page 113); and/or,
- Preserving Independence, including strategies to improve:
 - Chronic pain management (SPOA page 114); and/or,
 - Falls risk and mobility (SPOA page 115).

Capital Expenditure Restriction

Recipient may not use funds for capital expenditures. Additions, improvements, modifications, replacements, rearrangements, reinstallation, renovations, or alterations to capital assets that materially increase their value or useful life are not permitted.

Ordinary repairs and maintenance to a home environment that are directly related to reducing the risk of falling and improving the general safety, accessibility, and functional abilities of an older adult are permitted.

Ordinary repairs and maintenance include, but are not limited to, repairs and/or maintenance of:

- Home exteriors, such as adding exterior lighting, correcting safety hazards, installing ramps or handrails, and/or fixing uneven pathways;
- Home interiors, such as installing railings and/or grab bars and repairing flooring transitions and electrical outlets;
- Residential HVAC systems; and/or
- Residential roofs.

Recipient shall be aware that repair and maintenance work may prompt or require an environmental review and/or require permits or inspection from local and/or state governing agencies. Recipient shall require that all work funded by this Agreement be completed in compliance with local and/or state building codes and residential and environmental laws, rules, and regulations.

Exceptions may be approved on a case-by-case basis. Recipient may request an exception as it relates to capital expenditures to HealthyAgingGrants@age.ohio.gov.

Recipient may retain up to ten percent (10%) of total funds received for the administration of the project. Administration costs must be reasonable and allocable as outlined in [2 CFR 200.404](#) and [2 CFR 200.405](#). Recipient may charge both direct and indirect administrative costs so long as they are accorded consistent treatment per [2 CFR 200.403](#).

To ensure understanding and familiarity with the SPOA, ODA will facilitate an overview webinar. This webinar will be recorded and made available to the Recipient. Additional Recipient technical assistance will be provided by the ODA project manager(s) and communicated to the Recipient.

Matching Requirements

Recipient ☐ will or ☒ will not (check one) be required to provide matching funds for the purposes of this grant agreement.

Funding Source

The original source of these funds being awarded to Recipient through this agreement is:

Awarding Agency: U.S. Department of Treasury/State of Ohio

Pass-through Entity: Ohio Department of Aging

Program Name: Healthy Aging Grants

Grant Funding Source: ☐ Federal ☒ State ☐ Other

Funding Request Type

The funding methodology for requesting funds is:

☒ Advance ☐ Reimbursement

Reporting Requirements

Recipient shall submit programmatic and financial reports under this Agreement to ODA as follows:

Recipient shall report services funded under this Agreement to ODA on a quarterly basis. All reports submitted reflect cumulative progress, from the start of the grant period. Recipient shall utilize the Healthy Aging Grants Report Template (**Attachment C**) to complete and submit a report in accordance with the following reporting schedule:

Report	Reporting Period	Report Due (on/before)
1	10/1/2023 – 12/31/2023	1/10/2024
2	10/1/2023 – 3/31/2024	4/10/2024
3	10/1/2023 – 6/30/2024	7/10/2024
4	10/1/2023 – 9/30/2024	10/10/2024
Final	10/1/2023 – 9/30/2024	10/31/2024

All quarterly reports shall be submitted and uploaded on or before the report due date via the [Ohio Grants Portal](#).

Recipient shall utilize the Healthy Aging Grants RFF Template (**Attachment D**) to complete and submit any Request for Funds Forms (RFF) and final RFF report. The initial and any subsequent requests are due seven (7) days after receipt of the Notice of Grant Award (NGA) from ODA. The final RFF report, with appropriate supporting accounting documentation, is due October 31, 2024. Completed RFFs with all required Recipient signatures shall be submitted to ODA via the ODAINVOICES@age.ohio.gov email address by the specified due dates. Instructions for completing the form are contained within the 'instructions' tab of the template.

To ensure understanding and familiarity with reporting elements, ODA will facilitate training. This webinar will be recorded and made available to the Recipient. Additional technical assistance will be provided by the ODA project manager(s).

ATTACHMENT B STANDARD AFFIRMATION AND DISCLOSURE FORM

Recipient affirms, understands, and will abide by the requirements of [Executive Order 2019-12D](#) and [Executive Order 2022-02D](#) regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition.

Recipient shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Recipient will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Recipient:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(City, State, Zip)</div>
---	--

Name/Principal location of business of subcontractor(s):

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Name)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address, City, State, Zip)</div>
--	---

2. Location where services will be performed by Recipient:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(City, State, Zip)</div>
---	--

Name/Location where services will be performed by subcontractor(s):

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Name)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address, City, State, Zip)</div>
--	---

3. Location where state data will be located, by Recipient:

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(City, State, Zip)</div>
---	--

Name/Location(s) where state data will be located by subcontractor(s):

<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Name)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 2px;"/> <div>(Address, City, State, Zip)</div>
--	---

Recipient also affirms, understands, and agrees that Recipient and its subcontractors are under a duty to disclose to ODA any change or shift in the principal location of business and location of services performed by Recipient or its subcontractors before, during and after execution of any contract with ODA. Recipient agrees it shall notify ODA immediately of any such change or shift in location of its services of the Recipient or its subcontractors. ODA has the right to immediately terminate the contract, unless a duly signed waiver from ODA has been attained by the Recipient to perform the services outside the United States.

On behalf of the Recipient, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Recipient may enter into with ODA and is incorporated therein.

By: _____
Recipient Name, Title, and Date

ATTACHMENT E - Federal Terms and Conditions

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: EXECUTIVE OFFICE OF STATE OF OHIO 30 E BROAD ST COLUMBUS, Ohio 43215-3414	DUNS Number: 809031776 Taxpayer Identification Number: 311334820 Assistance Listing Number and Title: 21.027
--	--

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name:

Kimberly Murnieks

Authorized Representative Title:

Director, Office of Budget and Management

Date Signed:

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name:	<u>Jacob Leibenluft</u>
Authorized Representative Title:	<u>Chief Recovery Officer, Office of Recovery Programs</u>
Date Signed:	<u>May 17, 2021</u>

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the EXECUTIVE OFFICE OF STATE OF OHIO (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Prosecutor's Approval Page

Resolution No.

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Department of Aging.

(Fairfield County Commissioners)

Approved as to form on 10/27/2023 9:58:37 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Signature Page

Resolution No. 2023-10.31.b

A resolution to approve a Grant Agreement between Fairfield County Board of Commissioners and Ohio Department of Aging.

(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 transfers in a major object expense category for the Safety & Security Budget, General Fund# 1001.

WHEREAS, appropriations are needed for safety equipment & services; and

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

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 \$9,000 is hereby authorized as follows:

From: 12100119 capital outlay
To: 12100119 materials & supplies

Section 2. That the transfer of appropriations in the amount of \$1,500 is hereby authorized as follows:

From: 12100119 capital outlay
To: 12100119 contractual services

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

For Auditor's Office Use Only:

Section 1.

\$ 9,000

<i>FROM:</i>	<i>12100119</i>	<i>570000</i>	<i>capital outlay</i>
<i>TO:</i>	<i>12100119</i>	<i>560000</i>	<i>materials & supplies</i>

Section 2.

\$ 1,500

<i>FROM:</i>	<i>12100119</i>	<i>570000</i>	<i>capital outlay</i>
<i>TO:</i>	<i>12100119</i>	<i>530000</i>	<i>contract services</i>

Signature Page

Resolution No. 2023-10.31.c

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, budget needs increased for Facilities for the Veregy Contract and DACO repairs; and

WHEREAS, to appropriate from unappropriated will allow proper accounting in the major expenditure object category of contractual services will allow an increase to the 2023 Budget.

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

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

Contractual Services	12100114	\$135,000
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**A resolution to appropriate from unappropriated in major
expenditure object categories for the General Fund# 1001.**

For Auditor's Office Use Only:

\$	125,000	12100114	530000 c/s
\$	10,000	12100114	543000 repairs

Signature Page

Resolution No. 2023-10.31.d

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, appropriations are needed for interest allocations; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in other where the interest allocations are expensed to other funds.

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 \$10,000 is hereby authorized as follows:

From: 12100110 contractual services
To: 12100110 other

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

For Auditor's Office Use Only:

Section 1.

\$ 10,000

<i>FROM:</i>	<i>12100110</i>	<i>531100</i>	<i>tax settlement expenses</i>
<i>TO:</i>	<i>12100110</i>	<i>590000</i>	<i>other expenses</i>

Resolution No. 2023-10.31.e

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

72730800 436100	Parks Interest Income	\$1,602.00
71701247 436100	WIC Interest Income	\$418.67
71732153 436100	Bioterrorism Interest Income	\$1,061.83
81786520 436100	Port Authority Interest Income	\$1.49
	Total - Agency Funds	\$3,083.99

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

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

Memo expenditure as referenced in supporting documentation:

Account: 12100110 590000 Other Expenses

Amount: \$3,083.99

cc: Jamie Ehorn, Ginger Caito, Angel Conrad

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740)652-7140

October 25, 2023

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

Dear Staci,

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

SEP 23

2591 CDBG Rehab Mortgage Refunds	\$325.93
2675 CDBG Project Income	\$16.14
7113 Prepayment Fund	\$2,766.31
2716 RLF/CDBG Fund	\$288.13
2717 RLF/D Fund	\$1,876.09
7308 Fairfield County Historical Parks	\$1,602.00
7012 WIC Grant	\$418.67
7321 Bioterrorism Grant	\$1,061.83
5376 Self Fund Health Care	\$29,746.97
7865 Fairfield Port Authority (Econ Dev)	\$1.49

Total	\$38,103.56
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Respectfully,

James N Bahnsen
Fairfield County Treasurer

abk
enclosures

SEP 23

CDBG REHAB MORTGAGE REFUNDS

Fund Number:	2591
Beginning Balance:	\$58,270.45
End of Month Balance:	58,270.45
Average of Beginning and Ending Balance(A):	\$58,270.45
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	0.000218408
Amount to be Allocated to Fund:	\$325.93

SEP 23

CDBG PROJECT INCOME

Fund Number:	2675
Beginning Balance:	\$2,883.32
End of Month Balance:	\$2,883.32
Average of Beginning and Ending Balance(A):	\$2,883.32

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,645,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	1.08133E-05
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Amount to be Allocated to Fund:	\$16.14
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SEP 23

PREPAYMENT FUND

Fund Number: 7113

Beginning Balance: \$17,145.34

End of Month Balance: \$971,996.31

Average of Beginning and Ending Balance(A): \$494,570.83

All County Funds Beginning Balance: 264,608,626.24

All County Funds Ending Balance: 268,982,914.18

Average of Beginning and Ending Balance, All County Funds(B): \$266,795,770.21

Total Investment Income for the Month: \$1,492,283.36

(A) as a percent of (B): 0.001853743

Amount to be Allocated to Fund: \$2,766.31

SEP 23

RLF/CDBG FUND

Fund Number:	2716
Beginning Balance:	\$50,762.98
End of Month Balance:	\$52,262.98
Average of Beginning and Ending Balance(A):	\$51,512.98

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	0.00019308
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Amount to be Allocated to Fund:	\$288.13
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SEP 23

EDA RLF SEQUESTERED

Fund Number:	2717
Beginning Balance:	\$334,332.17
End of Month Balance:	\$336,495.68
Average of Beginning and Ending Balance(A):	\$335,413.93
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	0.001257194
Amount to be Allocated to Fund:	\$1,876.09

SEP 23

FAIRFIELD COUNTY HISTORICAL PARKS

Fund Number:	7308
Beginning Balance:	\$250,113.54
End of Month Balance:	\$322,710.48
Average of Beginning and Ending Balance(A):	\$286,412.01
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	0.001073525
Amount to be Allocated to Fund:	\$1,602.00

SEP 23

WIC

Fund Number: 7012

Beginning Balance: \$93,597.19

End of Month Balance: 56,107.02

Average of Beginning and Ending Balance(A): \$74,852.11

All County Funds Beginning Balance: 264,608,626.24

All County Funds Ending Balance: 268,982,914.18

Average of Beginning and Ending Balance, All County Funds(B): \$266,795,770.21

Total Investment Income for the Month: \$1,492,283.36

(A) as a percent of (B): 0.00028056

Amount to be Allocated to Fund: \$418.67

SEP 23

BIOTERRORISM GRANT

Fund Number: 7321

Beginning Balance: \$193,455.61

End of Month Balance: 186,221.62

Average of Beginning and Ending Balance(A): \$189,838.62

All County Funds Beginning Balance: 264,608,626.24

All County Funds Ending Balance: 268,982,914.18

Average of Beginning and Ending Balance, All County Funds(B): \$266,795,770.21

Total Investment Income for the Month: \$1,492,283.36

(A) as a percent of (B): 0.00071155

Amount to be Allocated to Fund: \$1,061.83

SEP 23

SELF FUND HLTH CARE

Fund Number:	5376
Beginning Balance:	\$5,468,932.48
End of Month Balance:	5,167,608.79
Average of Beginning and Ending Balance(A):	\$5,318,270.64
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	0.019933864
Amount to be Allocated to Fund:	\$29,746.97

SEP 23

FAIRFIELD CO PORT AUTHORITY (ECON DEV)

Fund Number:	7865
Beginning Balance:	\$267.26
End of Month Balance:	\$267.26
Average of Beginning and Ending Balance(A):	\$267.26
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	1.00174E-06
Amount to be Allocated to Fund:	\$1.49

James N Bahnsen

210 East Main Street

Lancaster, Ohio 43130

Fairfield County Treasurer

Telephone: (740) 652-7140

October 25, 2023

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

Dear Staci,

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

Respectfully,

James N Bahnsen
Fairfield County Treasurer

ABK
Enclosures

Sep-23

Credit Amount	Fund#	Fund Name	GL#	Object
0.00	4300	BR - High Service ARE Water	12430033	436100
76.97	5461	Liberty Township Sewer	12546134	436100
1,479.95	5469	BR - Sewer VP Utility 99	12546933	436100
467.80	5533	Liberty Township Sewer Project	12553333	436100
2,258.74	5554	NR Tussing Rd Water Reclam Fac	12555433	436100
7.40	5555	BR - Sewer consolication Bond 03	12555533	436100
1,510.58	5470	BR - Water VP Utility 99	12547026	436100
1,244.22	5534	Tussing Rd. WTF Improvement	12553426	436100
111.37	5556	BR - Water Consolidation BD 2003	12555626	436100

Total Journal Entry \$7,157.03

SEP 23

LIBERTY TOWNSHIP SEWER

Fund Number:	5461
Beginning Balance:	\$13,752.12
End of Month Balance:	13,770.20
Average of Beginning and Ending Balance(A):	\$13,761.16

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	5.15794E-05
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Amount to be Allocated to Fund:	\$76.97
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SEP 23

BR-SEWER VP UTILITY 99

Fund Number:	5469
Beginning Balance	\$264,590.66
End of Month Balance:	264,590.66
Average of Beginning and Ending Balance(A):	\$264,590.66

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	0.000991735
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Amount to be Allocated to Fund:	\$1,479.95
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SEP 23

LIBERTY TWP SEWER PROJECT

Fund Number:	5533
Beginning Balance:	\$83,635.53
End of Month Balance:	83,635.53
Average of Beginning and Ending Balance(A):	\$83,635.53
All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21
Total Investment Income for the Month:	\$1,492,283.36
(A) as a percent of (B):	0.000313481
Amount to be Allocated to Fund:	\$467.80

SEP 23

NR TUSSING RD WATER RECLAM FAC

Fund Number:	5554
Beginning Balance:	\$403,825.75
End of Month Balance:	403,825.75
Average of Beginning and Ending Balance(A):	\$403,825.75

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	0.001513614
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Amount to be Allocated to Fund:	\$2,258.74
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SEP 23

BR SEWER CONSOLIDATION BOND 03

Fund Number:	5555
Beginning Balance:	\$1,323.26
End of Month Balance:	1,323.26
Average of Beginning and Ending Balance(A):	\$1,323.26

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	4.95982E-06
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Amount to be Allocated to Fund:	\$7.40
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SEP 23

BR-WATER VP UTILITY 99

Fund Number:	5470
Beginning Balance:	\$270,067.19
End of Month Balance:	270,067.19
Average of Beginning and Ending Balance(A):	\$270,067.19

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	0.001012262
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Amount to be Allocated to Fund:	\$1,510.58
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SEP 23

TUSSING RD WTF IMP

Fund Number:	5534
Beginning Balance:	\$222,446.99
End of Month Balance:	222,446.99
Average of Beginning and Ending Balance(A):	\$222,446.99

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	0.000833773
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Amount to be Allocated to Fund:	\$1,244.22
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SEP 23

BR WATER CONSOLIDATION BD 2003

Fund Number:	5556
Beginning Balance:	\$19,911.80
End of Month Balance:	19,911.80
Average of Beginning and Ending Balance(A):	\$19,911.80

All County Funds Beginning Balance:	264,608,626.24
All County Funds Ending Balance:	268,982,914.18
Average of Beginning and Ending Balance, All County Funds(B):	\$266,795,770.21

Total Investment Income for the Month:	\$1,492,283.36
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(A) as a percent of (B):	7.46331E-05
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Amount to be Allocated to Fund:	\$111.37
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AT CLOSE OF BUSINESS **September 29, 2023**

Revised 09/07/05 ABP

TREASURY	578,799.29
LEDGER	4,263,777.70
ICS	4,000,000.00
INVESTMENTS	260,140,337.19
sub total	268,982,914.18
FORM 6	268,982,914.18
	0.00
Drawer	863.03
Safe	5,030.00
PNP	2,445.77
Checks	570,460.49
Total Treasury	578,799.29

Fiscal Specialist

Interest Report Fairfield County September 2023

<u>Date</u>	<u>Pay-in</u>	<u>Fund</u>	<u>Acct #</u>	<u>Description</u>
September 7, 2023	\$112,037.50	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 7, 2023	\$14,779.59	GENERAL	10 436100	DEPINVINT FNB SWEEP
September 7, 2023	\$20,000.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 7, 2023	\$18,328.99	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 8, 2023	\$75,136.38	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 13, 2023	\$4,500.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 13, 2023	\$166,125.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 15, 2023	\$55,460.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 20, 2023	\$21,500.00	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 20, 2023	\$376.57	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 26, 2023	\$35,618.14	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV
September 27, 2023	\$934,601.25	GENERAL	10 436100	DEPINVINT STAR OHIO 3RD QTR
September 27, 2023	\$27,082.44	GENERAL	10 436100	DEPINVINT FNB ICS 3RD QTR
September 27, 2023	\$6,737.50	GENERAL	10 436100	DEPINVINT FIFTH THIRD MULT INV

SUM:

\$1,492,283.36

✓ AK

Resolution No. 2023-10.31.f

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2066 – The Alcohol, Drug, and Mental Health Board of Fairfield County

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for the Alcohol, Drug, and Mental Health Board Fairfield County Board (ADAMH); and

WHEREAS, ADAMH Board is responsible for reimbursing the General Fund for their share of costs; and

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

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

00100110 438004 Insurance Reimbursement - \$5,314.31

This amount represents monies owed to the General Fund for ADAMH Board's share of liability costs originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for ADAMH Board's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 50206600 552005

Amount: \$ 3,880.00

Account: 50206600 552015

Amount: \$1,434.31

Prepared by: Connie Vargo

cc: Shanda Wyrick

2023 LIABILITY INSURANCE - Actual

Coverage Allocation - May 1, 2023 - May 2024

Property	\$173,959.00
Auto	\$89,013.00
General Liability	\$52,784.00
Public Officials Liability	\$41,592.00
Law Enforcement Liability - Jail	\$98,701.00
Law Enforcement Liability - Non Jail	\$82,174.00
Foster Parents Liability	\$6,419.00
TOTAL	\$544,642.00

Total Covered Value - PROPERTY	See worksheet
Total # of Vehicles	355
Total of All Covered Dept - PAYROLL	\$48,093,761.00
Total of All Covered Dept - PUBLIC OFFICAL PAYROLL	\$48,093,761.00

ADAMH

General Liability (Payroll)	\$802.20
Error & Omissions (Public Officials Liability)	\$632.11
Property	\$3,880.00
Auto	\$0.00
TOTAL	\$5,314.31

Resolution No. 2023-10.31.g

A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund #2066.

(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 a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for Fairfield County Board of Developmental Disabilities (FCBDD); and

WHEREAS, FCBDD is responsible for reimbursing the General Fund for their share of costs; and

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

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

00100110 438004 Insurance Reimbursement - \$20,037.03

This amount represents monies owed to the General Fund for FCBDD's share of liability costs originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52711181 552000

Amount: \$ 20,037.03

Prepared by: Cathy Anderson

cc: Staci Knisley, Cathy Anderson

BOARD OF DD	
General Liability (Payroll)	\$7,143.33
Error & Omissions (Public Officials Liability)	\$5,628.70
Property	\$1,247.00
Auto	\$6,018.00
TOTAL	\$20,037.03

Resolution No. 2023-10.31.h

A resolution to approve a reimbursement for share of costs for Liability Insurance paid to CORSA as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

WHEREAS, the Board of Commissioners pays AT&T directly for Ethernet Services for Fairfield County Board of Developmental Disabilities (FCBDD); and

WHEREAS, FCBDD is responsible for reimbursing the General Fund for their share of costs; and

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

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

00100110 434000 Charges for Services - \$1,095.00

This amount represents monies owed to the General Fund for FCBDD's share of Ethernet Services originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCBDD's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners

Account: 52367181 553000

Amount: \$ 1,095.00

Prepared by: Cathy Anderson

cc: Staci Knisley, Cathy Anderson

From: Knisley, Staci A
Sent: Monday, September 18, 2023 1:34 PM
To: McCullough, Todd J <todd.mccullough@fairfielddd.com>
Subject: Ethernet for 7/9-10/8

Hi Todd! (still miss you)

Please submit another resolution reimbursing the county for Ethernet charges. See dates and amounts below.

Ethernet Services from AT & T

Monthly Access Charges & Dates					
Department	Location	pd 7/27	pd 8/24	pd 9/21	Quarterly Subtotal
		7/9-8/8	8/9-9/8	9/9-10/8	
DD	7140 Reynoldsburg-Baltimore Rd	\$365.00	\$365.00	\$365.00	\$1,095.00

Fairfield Co BDD responsible for: \$1,095.00

Resolution No. 2023-10.31.i

A resolution to approve a reimbursement for share of costs for Ethernet Services paid to AT&T as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

(Fairfield County Board of Developmental Disabilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing an account to account transfer for the adjustment of Material Supplies – Fund #2625 Special Projects Fund. [Domestic Relations Court]

WHEREAS, the 2023 budget anticipates expenditures for Material Supplies; and

WHEREAS, certain line item expenditures within this fund were unexpected; 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 \$400.00 is hereby authorized as follows:

FROM:	15262500	Capital Outlay
TO:	15262500	Material Supplies

For Auditor's Office Use Only:

Section 2.

FROM:	15262500	574000 (Equipment, Software)
TO:	15262500	560000 (Materials & Supplies)

Prepared by: Lori Lovas
Cc: Domestic Relations Court

Signature Page

Resolution No. 2023-10.31.j

A resolution authorizing an account to account transfer for the adjustment of
Material Supplies – Fund #2625 Special Projects Fund.

(Fairfield County Domestic Relations 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 approving an account to account transfer in a major object expense category

WHEREAS, appropriations are needed to cover expenses in the Economic and Workforce Development fringe benefits and salary major expense categories in 2023; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in the proper major expense categories; and;

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 \$25,700 is hereby authorized as follows:

\$3,000	From:	12100101 capital outlay
	To:	12100101 fringe benefits
\$22,700	From:	12100101 capital outlay
	To:	12100101 personal services

For Auditor's Office Use Only:

Section 1.

\$ 3,000	FROM:	12100101 574000 Capital Outlay
	TO:	12100101 523000 Retirement
\$ 20,000	FROM:	12100101 574000 Capital Outlay
	TO:	12100101 511010 Salary
\$ 2,700	FROM:	12100101 574000 Capital Outlay
	TO:	12100101 514010 Vacation Payout

Prepared by: Angel Conrad

Resolution No. 2023-10.31.k

A resolution approving an account to account transfer in a major object expense category.

(Fairfield County Economic & Workforce Development)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve a reimbursement for share of costs for 2023 Liability Insurance paid to CORSA as a memo expenditure for fund 2024 – Motor Vehicle

WHEREAS, the Board of Commissioners pay CORSA directly the liability insurance for Fairfield County Engineer's (FCEO); and

WHEREAS, FCEO is responsible for reimbursing the General Fund for their share of costs; and

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

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

00100110-438004 Insurance Reimbursement - \$24,668.15

This amount represents monies owed to the General Fund for FCEO's share of liability costs originally paid by the Board of Commissioners as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the General Fund for FCEO's share of costs

Memo expenditure as referenced in supporting documentation:

Vendor # 2280 Fairfield County Commissioners
Account: 16202401-552000
Amount: \$24,668.15

Prepared by: Julie Huggins
cc: Staci Knisley

Signature Page

Resolution No. 2023-10.31.I

A resolution to approve a reimbursement for share of costs for 2023 Liability Insurance paid to CORSA as a memo expenditure for fund 2024 – Motor Vehicle

(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 regarding an agreement between the Fairfield County Family and Children First Council and Albany Counseling Services.

WHEREAS, this agreement is made by and between Fairfield County Family and Children First Council and Albany Counseling Services; and

WHEREAS, the purpose of this agreement is to define the roles and responsibilities of the respective organizations to set forth the procedures for the Map Forward Project; and

WHEREAS, this agreement shall be effective July 1, 2023, and end on June 30, 2024; and

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

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

Section 1. This agreement made by and between the Fairfield County Family and Children First Council and Albany Counseling Services is hereby approved.

Prepared by: Tiffany Wilson

AGREEMENT

This **AGREEMENT** is entered into on the First day of the month of August, by and between **Albany Counseling Services LLC** (hereinafter referred to as ACS), an Ohio For-Profit Limited Liability Company, registered with the Ohio Secretary of State as **Entity Number 4253994** by and through the Company's Managing Member, **Tammy Baumgartel**, whose tax mailing address is 4850 Alton Street, Albany, Ohio 45710 and the **Fairfield County Family, Children First Council** (hereinafter referred to as **FCFC**), whose tax mailing address is 831 College Avenue, Lancaster, OH 43130.

The parties mutually acknowledge and agree to the following facts:

The project name is **The Map Forward Project: Neuroscience for Hopeful Futures in Fairfield County and Beyond.**

ACS possesses training and certification in the Neurosequential Model of Therapeutics (NMT) through the Neurosequential Network.

FCFC serves numerous at-risk youth in Fairfield County and believes it could benefit from the services of ACS.

On behalf of its constituents, and with assistance from ACS, FCFC applied to the Ohio Children's Trust Fund for a child abuse prevention grant in the amount of 150,000.00 and identified ACS as a partnering organization in the grant. The grant was awarded and the funding cycle for use of these funds is July 1, 2023 through June 30, 2024.

FCFC is identified in this grant as the Grantee and ACS is identified as a Partnering Organization and a Sub-Grantee.

Established in March of 2021, The Map Forward Project (TMFP) is an ongoing, regional initiative of Albany Counseling Services. The purpose of TMFP is to form community and funding partnerships to bring The Map Forward Assessment Package to at-risk youth, their families and service providers. The name and tagline, **The Map Forward Project: Neuroscience for Hopeful Futures** has been in use by ACS since March, 2021. The associated logo has been in use since May 27th, 2022. FCFC was granted permission to use the name, *The Map Forward Project: Neuroscience for Hopeful Futures* and its associated logo in the project title and related materials for the duration of this project.

The assessment tools utilized throughout TMFP were developed by Dr. Bruce Perry and The Child Trauma Academy as part of the Neurosequential Model of Therapeutics (NMT). The entire assessment package, which includes the NMT Assessment tools as well as coordination processes and procedures and additional follow-up services developed by ACS are referred to as **The Map Forward Assessment Package.**

Whereas in consideration of the mutual covenants set forth herein, ACS and FCFC hereby mutually agree to the following terms and conditions:

1. TERM OF AGREEMENT

This AGREEMENT shall commence on July 1, 2023 and will terminate on June 30, 2024 unless an extension is requested and granted by the funder at which point the AGREEMENT will terminate at the end of the extension date.

2. FINANCIAL ARRANGEMENT

ACS will submit an invoice to FCFC on the first of each month for services rendered in the previous month. The deliverables and cost of each service are outlined in the OCTF budget narrative. *See Exhibit B for more on billing for assessment services.*

FCFC agrees to pay invoices within 30 days of submission of the invoice. The last invoice for services will be submitted on or before June 30, 2024.

If ACS provides services or functions other than those listed in the grant budget, the parties will modify this AGREEMENT.

ACS will be classified as an independent contractor and a 1099 will be issued to ACS for tax years 2023 and 2024.

3. ROLES AND RESPONSIBILITIES

FCFC

Assessments:

FCFC will be responsible for identifying and recruiting all youth to be assessed according to the criteria and timeline outlined in the grant.

Referrals for assessment will include the following documentation:

- FCFC Referral Form
- TMFP Initial Intake Form and the Developmental History Form
- An ACS Multi-System Release Form
- An ACS Consent for Treatment Form
- A photo of the child if possible/feasible
- Any available historical records for the youth (ACS can assist in obtaining records if needed)

Community Training

The training content, including handouts, the agenda and day-of facilitation of the Community Training is the responsibility of ACS.

With assistance and input from ACS, FCFC will be responsible for marketing, recruiting and registering training participants.

FCFC will be responsible for securing a location for the training to include all necessary technology (Power Point Projector, microphone/sound system, etc) and participant snacks and training packets.

FCFC will make copies of all training materials and handouts developed and provided by ACS and will assemble the training packets. Digital copies will also be provided to training participants a few days prior to training. ACS will provide pens w/TMFP Logo.

CEU's will be provided through ADAMH of Fairfield County who will manage sign-in sheets, track attendance and provide post-testing and certificates of completion.

School Training TBD

ACS

Assessments

ACS will be responsible for the creation of the youth file through our HIPAA secure Electronic Health Record (EHR), and for full coordination of the assessment process once the referral is made. ACS will carry out all components of The Map Forward Project Assessment Package as identified in the grant. This includes the following for each child:

A full NMT "Brain Map" Assessment

The Therapeutic Web (Individualized recommendations)

The Caregiver Challenge Estimator for the primary caregiver for each youth

Zoom meeting to present findings to stakeholders for each youth. Metric, recommendations and additional educational materials e-mailed to all who participate in Zoom presentation, others who are serving the child, request the reports and for whom we have a release on file.

The Mobius Therapeutic planning session for each family (Follow-up service)

2 hours of follow-up consultation as outlined in the grant for each family. (Follow-up service)

Post-testing (on the first 15 of the 25 youth assessed – these first 15 must be initially assessed no later than Nov 15th).

Note: All follow-up services must be utilized by family within 3 months of the presentation of findings of the original assessment.

Community and School Trainings

The training content, including handouts, the agenda and day-of facilitation of the Community Training is the responsibility of ACS and will be provided to FCFC in a timely manner in order for them to copy and assemble training packets.

4. CONFIDENTIALITY

The Parties mutually agree, that as a result of this AGREEMENT, they may each have some access from time to time to each other's business operations and agree to the following:

Subject to Ohio Rev. Code 149.43, any and all information, written or otherwise, regarding the Parties business operations, business relationships, financial affairs, trade secrets, graphics or

images, audio or visual works, trademarks and trademark applications, copyrights and copyright applications and other intellectual property may be treated as confidential information and may not be disclosed or shared with any third party.

5. AMENDMENT AND WAIVER

No provision of this AGREEMENT may be amended, waived, or otherwise modified without the prior consent of all the parties hereto. No action taken pursuant to this AGREEMENT, including any investigation by or on behalf of any Party shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or AGREEMENT herein contained. The waiver by a Party hereto or a breach of any provision or condition contained in this AGREEMENT shall not operate or be construed as a waiver or any subsequent breach of any other condition.

6. TERMINATION:

Pursuant to the laws of the State of Ohio:

- A)** Either Party may, by written notice, terminate this **AGREEMENT** in the event of a Material Breach by the other Party provided that the terminating Party tendering such written notice has not committed a Material Breach.
- B)** The breaching Party shall have a right to cure such breach, if said breach is curable, within Ten (10) business days of receipt of such notice.
- C)** This **AGREEMENT** shall terminate upon the Breaching Party's receipt of said written notice if said breach is not curable, and upon the expiration of the Ten (10) business days cure period if such breach is curable and has not been cured on or before such expiration.

Any notice served pursuant to this provision shall specifically identify the breach on which such notice of termination is based

- E.** Either party may terminate this **AGREEMENT** without cause by giving 30 days written notice to the other party.

7. NONWAIVER, RIGHT TO CURE DEFAULTS, AND REMEDIES:

- A)** All of the remedies provided in the terms of this **AGREEMENT** shall be cumulative and shall not in any way modify, abridge or preclude any other right or remedy that **ACS** is entitled to at law or in equity.
- B)** All of the remedies provided in the terms of this **AGREEMENT** shall be cumulative and shall not in any way modify, abridge or preclude any other right or remedy that **FCFC** is entitled to at law or in equity.

8. ADDITIONAL PROVISIONS:

- A) As used herein, the terms “ACS” and “FCFC” include all persons executing this **AGREEMENT** in the capacity so stated and their respective beneficiaries, successors, agents, assigns, and/or heirs.
- B) All obligations respective to each person executing this **AGREEMENT** in the capacity so stated and their respective beneficiaries, successors, agents, assigns, and/or heirs shall be joint and several.
- C) This **AGREEMENT** shall be governed by the laws of the State of Ohio. If any provision of this **AGREEMENT** is in conflict with any Federal Law, Law of the State of Ohio, and/or any legal determination that may apply to this matter, then any such terms contained in this **AGREEMENT** shall be deemed modified to conform to such law and/or legal determination without affecting the remaining provisions contained in this **AGREEMENT**.
- D) In the event of any dispute or controversy arising under this **AGREEMENT** occurs, the parties hereby irrevocably consent to the jurisdiction of the Court of Common Pleas, Fairfield County, Ohio.

9. ENTIRE AGREEMENT AND APPLICABLE LAW:

This **AGREEMENT** being a total of Four (4) pages in length and having One (1) Exhibit contains the entire **AGREEMENT** between the parties with regard to the matters set forth herein. There are no other understandings or **AGREEMENTS**, verbal or otherwise, in relation thereto between the parties.

AGREED TO BY:

Tammy Baumgartel LPCC
Director, Albany Counseling Services

Tammy Baumgartel LPCC

Date: 9/6/2023

Fairfield County Family
and Children First Council



Date: 09/05/2023

Fairfield County
Commissioner's Office

Date: _____

Exhibit A

The full **Map Forward Assessment Package**, including all follow-up services, can take more than 4 months to complete. It is assumed that all families will complete the full assessment package and take advantage of all services provided. Although not ideal, a low confidence brain map, Caregiver Challenge Estimator and Therapeutic Web can technically be produced at the end of phase one (see below) so that is the point at which ACS will bill for the full cost of the service (3100.00). The remaining components enhance and increase the quality of, and our confidence in, the findings of the metric as well as engage the child's service and care provider in implementing the recommendations.

Phase 1 Components:

- Reviewing referral material
- Setting up client file in our Electronic Health Record and obtaining any additional consents/releases.
- Obtaining and reviewing additional records as needed.
- Contacting family to establish connection, explain the process, and schedule parent interview.
- Interview with parent (s)

Bill for Full Assessment

At this point, should a family not continue for some reason, we can still conduct interviews with other service providers and a brain map and recommendations can be created and provided to family and care/service providers.

Families have 3 months after the brain map is presented to the team through a Zoom meeting to utilize their follow-up services. After 3 months it is up to the discretion of ACS as to whether the follow-up services can still be utilized but ACS is no longer under any obligation to do so. Families will be made aware of this upon initial contact and reminded throughout the process.

Follow-up services do not include post-testing. This will occur no less than 6 months after the initial report was created and will be invoiced separately per the grant budget narrative.

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

G-2425-22-0220

RECITALS:

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

The information below is referred to herein in accordance with Title 2 of the Code of Federal Regulations (CFR), Section 200.332:

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

The Subgrant is made pursuant to the Community-Based Child Abuse Prevention grant, awarded by the United States Department of Health and Human Services on September 23, 2022, for the performance period of October 1, 2021 to September 30, 2024.

The total amount of this federal award to OCTF is \$1,648,659.00. The total amount of federal funds awarded to SUBGRANTEE is \$120,000.00.

The Catalogue of Federal Domestic Assistance (CFDA) number is 93.590.

The Federal Award Identification Number (FAIN) is 2201OHBCAP.

This Agreement is not for research and development purposes.

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

- A. OCTF issued a Request for Grant Applications (RFGA) titled Statewide Child Abuse and Neglect Prevention Programs, numbered OCTFR2425220002 and dated April 7, 2023, which is hereby incorporated by reference.
- B. The OCTF application review team recommended for award the Application of SUBGRANTEE, which is hereby incorporated by reference.
- C. In the event of any inconsistency or ambiguity between the provisions of the RFGA, the Application or this Agreement, the provisions of this Agreement will determine the obligations of the parties. In the event that this Agreement fails to clarify any inconsistency or ambiguity between the RFGA and the Application, the RFGA will determine the obligations of the parties. In the event of a disputed issue that is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of this Agreement and the budgetary and statutory constraints of OCTF.
- D. Key personnel that are identified by the SUBGRANTEE as critical to the success of the Agreement may not be removed without a reasonable notice to OCTF, and replacements will not be made without OCTF approval.

DEFINITIONS

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

ARTICLE I. PURPOSE; SUBGRANT ACTIVITIES

- A. SUBGRANTEE will provide the Map Forward Project: Neuroscience for Hopeful Futures in Fairfield County and Beyond to children, parents/caregivers, and support providers in Fairfield County, Ohio. The project seeks to bring cutting edge, trauma-focused training and assessment services to our area in an effort to prevent child abuse and neglect in Fairfield County and to provide a roadmap for other agencies interested in doing the same in their communities. Specifically, SUBGRANTEE will do the following:
1. Identify and recruit 25 at-risk children and their families to voluntarily engage with SUBGRANTEE (and/or partner with Albany Counseling Services) to provide the Neurosequential Model of Therapeutics (NMT) Comprehensive Assessment Package. SUBGRANTEE will work to adapt their existing approach of focusing on children who already have or had had open cases with Child Protective Services to a framework of child abuse prevention to reduce the incidence of child abuse and neglect in Fairfield County and beyond. Through the NMT assessment interview process, SUBGRANTEE will engage at least five service, educational, and community providers directly involved with each child to create a cross-sector team approach. This information will be used to develop a Brain Map for each child for how best to support the child across domains and settings.
 2. Building upon grant activity one, develop, utilize, and provide to each family and the child's team of providers sequentially designed strategies, along with many educational resources. SUBGRANTEE must provide a set of individualized recommendations to the family and the child's team of providers called the Therapeutic Web, in alignment with the NMT approach. Metric findings from grant activity one and the Therapeutic Web will be presented to the family and the child's team through reports and a one-hour zoom meeting, which will be recorded to be shared with those providers on the child's team who cannot attend as well as with future providers.
 3. Provide follow-up services to the child and the child's family including referrals, additional planning sessions and consultations designed to assist the family and team with integrating the concepts and strategies presented into service plans and the daily life of the child. Additional emphasis will be placed on ensuring that the child has adequate relational supports and connections throughout the child's day. SUBGRANTEE will utilize the Mobius Planning Tool follow-up session, with the family and providers, to ensure that those relational supports are planned and intentional and to minimize any gaps in the child's day where there may be insufficient support to keep the child well regulated. The Therapeutic Web will be utilized to provide a way for all current stakeholders to immediately begin working on behalf of the child while waiting for access to professional and other services and interventions that would be most effective and supportive for the caregiver.
 4. Post-test twelve-fifteen (12-15) of the children and their primary caregiver utilizing the same tools as the pre-tests, six months after the initial assessment. The assessments will provide SUBGRANTEE a sense for whether the recommended interventions are having an impact on increasing the child's functioning and on decreasing the caregiver burden score. The scores will serve as an indicator that the child and family are becoming more resilient, and that the caregiver and service providers are becoming more effective in their approaches to working with the child and family, thereby reducing the risk for abuse or neglect. Recommendations resulting from the assessment process will be further strengthened and enhanced by training SUBGRANTEE staff, area service providers, school personnel and community stakeholders in the project goals, in core

concepts of NMT/E and Adverse Childhood Experiences (ACE's) and in how to operationalize the recommendations in The Therapeutic Web in their respective settings. Having a community wide, shared set of concepts, language and strategies will increase the likelihood that the recommendations will be effectively implemented.

5. Partner with Albany Counseling Services to provide the following 3 trainings:
 - a. Training #1: This training will be offered live to 40 of SUBGRANTEE's staff, area service providers, and key community stakeholders. The training will be an 8-hour training designed to provide an overview of the project, trauma education, an overview of the assessment process and tools and how to support and operationalize them in various settings.
 - b. Training #2: This training will be offered to the Fairfield County School District. The training will be a 3-hour Zoom based training that will provide an overview of the project, a trauma training entitled Beyond the ACE's Checklist and a Q&A segment. It will be offered district-wide, and it is anticipated that at least 40 school personnel will attend.
 - c. Training #3: This training is an introduction to the Neurosequential Model for Educators. This training will be provided in 5 one-hour videos, 1x per month for 5 months. The videos are offered through the Neurosequential Network and feature Dr. Bruce Perry. The series uses everyday classroom challenges with real children to introduce emerging concepts related to brain functioning, brain development and traumatology in everyday educational settings. The focus of each session is the presentation and discussion of a student during which the concepts of the NME are introduced. Each session has a didactic, mini-presentation on a specific topic.
6. Develop a manual outlining the project overview, processes and procedures, results, resources, and lessons learned as created by Tammy Baumgartel with assistance from Henry Designs.

B. Reporting Requirements

1. SUBGRANTEE will adhere to the following reporting requirements:
 - a. Provide a progress report on January 15, 2024, and a final report on or before July 31, 2024. The OCTF will provide report forms to SUBGRANTEE that will detail the information that Subgrantee is required to submit.
 - b. Track and report on the following performance and evaluation metrics at the end of the grant cycle:
 - (1) The number of parents/caregivers served as compared to the target goal;
 - (2) The county of residence for the parents/caregivers served via this program;
 - (3) The county of employment for professionals trained in the model;
 - (4) Results from the following tools, to be developed and/or implemented:
 - (a) Demographic Questionnaire; and
 - (b) ACES screening tool.
 - (5) Results from the Protective Factors Survey, 2nd Edition pre/post evaluation;
 - (6) Results from the Brief Child Abuse Potential Inventory pre/post evaluation;
 - (7) Results from the Community Stakeholder Post-Test;
 - (8) Results from the 3-hour video training to Educators Post-Test;
 - (9) Results from the number of trained Educators who complete the 25-page workbook associated with the training;
 - (10) Redacted results from the complete assessment package of services including follow-up services;
 - (11) Results of the post-tests for the 15 children to be assessed with their primary caregiver (6-months post pre-test); and
 - (12) A replication manual.

C. Reimbursement and Invoicing

1. SUBGRANTEE will invoice for all services occurring within a quarter within 60 days of the close of that quarter, with the exception of the first quarter of each state fiscal year, which are due within 30 days of the close of the quarter.

D. The OCTF Agreement Manager is Eric Gonzalez, or successor.

E. The OCTF Agreement Manager may periodically communicate specific requests and instructions to SUBGRANTEE concerning the performance of activities described in this Agreement. SUBGRANTEE agrees to comply with any requests or instructions to the satisfaction of OCTF within 10 business days after SUBGRANTEE's receipt of the requests or instructions. OCTF and SUBGRANTEE expressly understand that any requests or instructions will be strictly tailored to ensure the successful completion of the Subgrant activities described in this Agreement and are not intended to amend or alter this Agreement in any way. If SUBGRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, SUBGRANTEE will immediately notify OCTF pursuant to the Notice provision of this Agreement. SUBGRANTEE agrees to consult with the OCTF Agreement Manager as necessary to ensure understanding of the Subgrant activities and the successful completion thereof.

F. The SUBGRANTEE to whom this Agreement is awarded shall be deemed the subrecipient of the federal award received by OCTF. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement is also considered a subrecipient of federal funds and must meet the requirements of OMB Omni-Circular, 2 CFR Part 200. SUBGRANTEE is required to conduct monitoring activities consistent with OMB Omni-Circular, 2 CFR Part 200 Subpart D and F for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

A. This Agreement will be in effect from July 1, 2023 through June 30, 2024, unless this Agreement is suspended or terminated prior to the expiration date.

B. It is expressly understood by both OCTF and SUBGRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The OCTF Agreement Manager will notify SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

A. The total amount of the Subgrant is \$150,000.00. OCTF will provide SUBGRANTEE with funds in an amount up to \$150,000.00 for SFY 2024, expressly to perform the Subgrant activities. SUBGRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. SUBGRANTEE hereby waives the interest provisions of ORC 126.30.

B. With the exception of travel expenses, line-item expenses listed in the budget may be reallocated upon the written approval of the OCTF Agreement Manager as long as the total amounts per SFY and the total overall Agreement amount remains unchanged. Any changes to the travel costs will require a formal amendment to this Agreement.

C. SUBGRANTEE shall provide for allowable costs in accordance with the indirect cost rate. The indirect cost rate for this Agreement is a de minimis indirect cost rate as defined in 2 CFR 200.414.

D. Compensation will be made as reimbursement for actual allowable expenditures incurred per Subgrant activity and paid by SUBGRANTEE during the billing period pursuant to SUBGRANTEE's accepted budget incorporated below:

Activity	Cost
Personnel	\$24,107.83
MSY Coordinator, TBD - 0.1 FTE	
MSY Coordinator, TBD - 0.1 FTE	
Executive Director – 0.05 FTE	
	(\$19,467.86 – CBCAP)
Service/Program Materials and Supplies	\$110,850.00
NMT Comprehensive Assessment Package for 25 Kids = \$77,500.00	
Follow-up Assessments (12-15 children & primary care provider) = \$19,350	
Training = \$7,000.00	
Training #1 = \$3,600	
Training #2 = \$1,650	
Training #3 = \$1,750	
Manual = \$3,000.00	
Equipment Costs = \$3,000.00	
Office Supplies = \$1,000.00	
	(\$88,280.00 CBCAP)
Travel	\$1,678.80
Mileage @ State Mileage Rate = \$694.30	
Training Lodging and Per Diem (2 Days) = \$284.50	
Airfare Flight = \$700.00	
	(\$1,343.04 CBCAP)
Indirect Costs	\$13,363.37
Indirect costs @10%, including project oversight, grant administration, facilities, IT, HR, legal, financial and other support.	
	(\$10,909.10 CBCAP)
Total Costs	\$150,000.00
CBCAP Total	\$120,000.00
State Total	\$30,000.00

E. SUBGRANTEE will submit 1 copy of a detailed invoice on a quarterly basis to OCTF at invoices@octf.ohio.gov. SUBGRANTEE agrees to use an invoice instrument to be prescribed by OCTF and will include in each invoice:

1. SUBGRANTEE's name, complete address, and federal tax identification number;
2. Agreement number and dates;
3. Purchase order number;
4. Amount and purpose of the invoice during the billing period, including such detail as required per the compensation section of this Agreement, Subgrant activities completed, description of services rendered, hourly rates and number of hours (if applicable), amount of monthly fee (if applicable), and itemized travel and other expenses if permitted by this Agreement;
5. Receipt or other proof of cost;
6. If applicable, the total program costs, verification of the non-federal match, program relationship to the federal grant and administrative costs; and
7. Other documentation requested by the OCTF Agreement Manager.

F. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Agreement pursuant to 45 CFR Part 75 as well as the OMB Omni-Circular, 2 CFR Part 200, including but not limited to the following federal rules:

1. **Financial Management and Standards for Financial Management Systems.** SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 CFR 75.302, including, but not limited to:
 - a. Fiscal and accounting procedures;

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

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 CFR 75.501 and OMB Omni-Circular, 2 CFR 200.501, SUBGRANTEE must have an entity-wide single audit.

B. SUBGRANTEE has additional responsibilities as an auditee under OMB Omni-Circular, 2 CFR 200.508 that include, but are not limited to:

1. Proper identification of federal awards received;
2. Maintenance of required internal controls;
3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs;
4. Procure or otherwise arrange for the audit required in accordance with 2 CFR 200.509, and ensure proper performance and timely submission of the audit in accordance with 2 CFR 200.512;
5. Preparation of appropriate financial statements, including the schedule of federal award expenditures in accordance with 2 CFR 200.510;
6. Promptly follow up and take corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan, in accordance with 2 CFR 200.511; and
7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this ARTICLE.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE II, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon a 30-calendar day written notice to the other party, either party may terminate this Agreement. Upon written notice to SUBGRANTEE, at the sole discretion of OCTF, this Agreement may be suspended.
- C. Notwithstanding the provisions of Sections A or B, above, OCTF may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE if:

1. OCTF loses funding as described in ARTICLE III;
2. OCTF discovers any illegal conduct by SUBGRANTEE; or
3. SUBGRANTEE has violated any provision of ARTICLE IX.

Suspension or termination under this provision shall not entitle SUBGRANTEE to any rights or remedies described in Section E of this ARTICLE.

D. SUBGRANTEE, upon receiving notice of suspension or termination, will:

1. Cease performance of the suspended or terminated Subgrant activities;
2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Subgrant activities and refusing any additional orders;
3. Prepare and furnish a report to OCTF that describes the status and percentage of completion of all Subgrant activities and includes the results accomplished and the conclusions reached through Subgrant activities;
4. Deliver all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to OCTF, and deliver any and all materials or work produced under or pertaining to this Agreement whether completed or not; and

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

ARTICLE VI. NOTICES

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

ARTICLE VII. RECORDS, DOCUMENTS AND INFORMATION

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

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

OCTF and the State of Ohio. SUBGRANTEE agrees that the terms of this Section B will be included in any contract or subgrant executed by SUBGRANTEE for work under this Agreement.

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

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUBAWARD

- A. **Amendment.** This writing constitutes the entire agreement between OCTF and SUBGRANTEE with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, OCTF and SUBGRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. It is agreed that line-item budget modifications may be made, in writing, upon approval by the OCTF Agreement Manager without a written amendment pursuant to ARTICLE III. Any written amendment to this Agreement will be prospective in nature.
- B. **Assignment of Interests.** SUBGRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Subgrant without the prior written approval of OCTF. SUBGRANTEE will submit any requests for approval of assignments and transfers to the OCTF Agreement Manager at least 10 days prior to the desired effective date. SUBGRANTEE understands that any assignments and transfers will be subject to any conditions OCTF deems necessary and that no approval by OCTF will be deemed to provide for any OCTF obligation that exceeds the Subgrant amount specified in ARTICLE III of this Agreement.

C. Subawards.

1. **Subgrants.** Any subgrants by SUBGRANTEE will be made in accordance with 45 CFR 75.352.
2. **Suspension and Debarment.** As provided in 45 CFR 75.213, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement.** While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring and Reporting Program Performance.** SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 75.342.

D. Duties as Pass-through Entity. In the event that SUBGRANTEE subgrants federal funds received under this Agreement to a subrecipient, SUBGRANTEE, as a pass-through entity, must follow the procedures and requirements specified in 2 CFR 200.331 and must perform duties, including but not limited to:

1. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1). When some of this information is not available, the SUBGRANTEE will provide the best information available to describe the federal award;
2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by OCTF or ODJFS and any subsequent pass-through entity;
3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with all applicable federal and state laws and regulations, and the provisions of contracts or subgrant agreements and that all performance goals are achieved;
4. Ensure that subrecipients expending \$750,000.00 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this Agreement for that fiscal year;
5. Determine whether its subrecipients spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within 6 months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action;
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records;
8. Require each subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this section; and
9. Ensure that any subgrant agreement includes the approved indirect cost rate negotiated between the subrecipient and the federal government, or other indirect cost rate information as required.

ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL CONDITIONS

By accepting this Subgrant and by executing this Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. SUBGRANTEE's certification of compliance with each of

these conditions is considered a material representation of fact upon which OCTF relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, OCTF will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE. Any funds the State of Ohio paid SUBGRANTEE for work performed before SUBGRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Federal Debarment Requirements.** SUBGRANTEE affirms that neither SUBGRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** SUBGRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, SUBGRANTEE will immediately notify OCTF in writing and will immediately cease performance of all Subgrant activities.
 3. **Unfair Labor Practices.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** SUBGRANTEE affirms that neither SUBGRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, OCTF may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice per ARTICLE III, only for work performed during the time SUBGRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when SUBGRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities.** SUBGRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. Fair Labor Standards and Employment Practices.

- a. SUBGRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
- b. In carrying out this Agreement, SUBGRANTEE shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 45 CFR part 60.
- c. SUBGRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
- d. SUBGRANTEE will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

3. Ethics and Conflicts of Interest Laws.

- a. SUBGRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. SUBGRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous 2 calendar years.
- c. SUBGRANTEE agrees to refrain from promising or giving to any OCTF employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE further agrees that it will not solicit any OCTF employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. SUBGRANTEE agrees that SUBGRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Agreement. If SUBGRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE further agrees that the person with the conflicting interest will not participate in any Subgrant activities until OCTF determines that participation would not be contrary to public interest.

4. Lobbying Restrictions.

- a. SUBGRANTEE affirms that no federal funds paid to SUBGRANTEE by OCTF through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. SUBGRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Subgrant exceeds \$100,000.00, SUBGRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. SUBGRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 through 121.69.

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

outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and SUBGRANTEE shall immediately return to OCTF all funds paid for those services.

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

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

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between OCTF or ODJFS and SUBGRANTEE. SUBGRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement.

SUBGRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

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

ARTICLE XI. CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial

decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

Signature Page Follows:

Remainder of page intentionally left blank

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


SIGNATURE PAGE

G-2425-22-0220

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

Fairfield County Board of County Commissioners

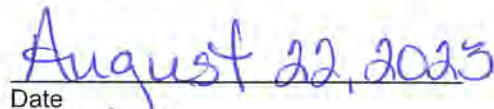
Ohio Children's Trust Fund


Authorized Signature


Nicole Sillaman, Executive Director


Printed Name

8/28/2023
Date


Date

831 College Avenue, Suite C
Lancaster, Ohio 43130

30 East Broad Street, 30th Floor
Columbus, Ohio 43215

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—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 \$75,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Tiffany Wilson, FCFC Manager
Name and Title

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



Fairfield County

Family, Adult and Children First Council

831 College Avenue, Suite C, Lancaster, OH. 43130 ■ 740-652-7286 ■ www.facfc.org

Enabling Every Child to Succeed

Date: 10/25/2023

Fairfield County Family and Children First Council is requesting this contract be processed based on the estimated revenues expected in 2024. This contract has been budgeted for Ohio Children Trust Fund at \$150,000 for calendar year 2024. A related advance will be requested separately.

Sincerely,

Tiffany Wilson
FCFC Manager

Prosecutor's Approval Page

Resolution No.

A resolution regarding an agreement between the Fairfield County Family and Children First Council and Albany Counseling Services.

(Fairfield County Family and Children First Council)

Approved as to form on 10/26/2023 8:46:50 AM by Amy Brown-Thompson,

A handwritten signature in blue ink that reads "Amy Brown-Thompson". The signature is written in a cursive, flowing style.

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

Resolution No. 2023-10.31.m

A resolution regarding an agreement between the Fairfield County Family and Children First Council and Albany Counseling Services.

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the SFY 2024 Help Me Grow Early Intervention Contract for Services between the Fairfield County Commissioners, as administrative agent of the Fairfield County Family and Children First Council and the Lancaster-Fairfield Community Action Agency.

WHEREAS, the Fairfield County Family and Children First Council (FCFC) has applied for and received grant funds from the Ohio Department of Developmental Disabilities;

WHEREAS, the Lancaster Fairfield Community Action Agency (LFCAA) is able to provide the services necessary for the Ohio Department of Developmental Disabilities grant for Help Me Grow Early Intervention Service Coordination at the direct service level as designated in the grant application, and

WHEREAS, the attached service agreement between the Fairfield County Commissioners, administrative agent for the FCFC and LFCAA has been reviewed and signed by the LFCAA Executive Director and FCFC Manager, and

WHEREAS, approval of this agreement by the Board of Commissioners is necessary,

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

Section 1. that the that the Board of Commissioners hereby approves the service agreement in an amount not to exceed \$432,033.00 with the Lancaster Fairfield Community Action Agency to provide services specific to the Ohio Department of Developmental Disabilities Help Me Grow Early Intervention program in Fairfield County during SFY 2024.

ROUTING FORM FOR CONTRACTS

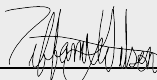
The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—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 \$75,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Tiffany Wilson, FCFC Manager

Name and Title



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

CONTRACT FOR SERVICES

**Fairfield County Board of Commissioners
as Administrative Agent for
The Fairfield County Family and Children First Council**

Effective Date: July 1, 2023
Termination Date: June 30, 2024

CONTRACT AGENCY:

Lancaster-Fairfield County Community Action Agency – Early Childhood Programs
EIN # 316060695

MAXIMUM CONTRACT AMOUNT, HELP ME GROW EARLY INTERVENTION
SERVICE COORDINATION AND OUTREACH: \$ \$432,033.00

WHEREAS, the Fairfield County Board of Commissioners (hereinafter the “Board”) as administrative agent for the Fairfield County Family and Children First Council (hereinafter the “Council”) is authorized under R.C. 121.37(B)(5)(a) to enter into contracts with public or private entities to fulfill specific Council business; and

WHEREAS, the Council has applied for and received funds through a grant (hereinafter the “Grant”) from the Ohio Department of Developmental Disabilities to fund a program known as **Service Coordination and Outreach for Help Me Grow Early Intervention**.

WHEREAS, the Lancaster Fairfield Community Action/Early Childhood Programs (hereinafter referred to as the “Agency”) is able to provide needed services as designated in the terms of the Grant.

THEREFORE, the parties agree as follows:

1. The Council agrees to purchase specific services known as **Service Coordination and Outreach for Help Me Grow Early Intervention Project** (hereinafter the “Project”) and the Agency shall provide those services to the eligible populace of Fairfield County, and produce the specific outcomes as identified in **Appendix A and Appendix B**, so long as funds are available from the funding Grant.
2. The Agency shall only request payment for incurred or paid expenses and shall submit an expense report at least once a month to the Council Manager. The Agency agrees to comply with all terms of the Grant and to provide all required reporting statements to the Council and the Ohio Department of Developmental Disabilities – Help Me Grow Early Intervention;

3. The Agency acknowledges that payment under this contract is contingent upon the availability of funds and that any unanticipated decrease or delay in the Grant funds may result in a corresponding delay or decrease or termination of consideration paid to the Agency under the terms of this contract.
4. The Agency agrees to comply with all terms of the Grant and to provide all required reporting statements to the Ohio Department of Developmental Disabilities and the Council.
5. The Agency shall comply with all appropriate federal, state and local laws, rules and regulations as they pertain to financial management, program compliance, and audit requirements.
6. The Agency shall provide to the Council statements and accountings of all project expenditures as appropriate and directed by the Council. Statements shall be provided in a form acceptable to and designated by the Council. Payment of each monthly invoice is contingent upon the Agency's compliance with the terms of the Grant.
7. The Agency shall determine the eligibility of all recipients of services provided under the Project.
8. The relationship between the Council and Agency is limited to that of autonomous independent contractors. Neither party may bind the other, nor shall the Board or Council have any right of control over the Agency operations nor over its governing body, employees, agency or contractors. Nothing in this agreement shall be construed to render the Agency or any of its employees to be an employee, agent, joint venture or partner of the Board or the Council in connection with the Board's or the Council's operations or activities.
9. The parties acknowledge that at the time of entering into this contract the funds available for disbursement under this contract may total an amount less than the maximum contract amount. The maximum contract amount is not available for disbursement under this contract due to grant disbursement procedures of the Ohio Department of Developmental Disabilities. The parties agree that the Council will seek to obtain from the Fairfield County Auditor a fiscal certificate certifying that funds are available for disbursement under this contract and will be obtained as soon as funds from the Ohio Department of Developmental Disabilities to fund a program known as the **Help Me Grow Early Intervention** are received. If such a certificate is not obtained, then this contract shall terminate. The parties acknowledge that payment under this contract is contingent upon the availability of Grant funds, and that any anticipated decrease in the Grant funds received by the Council may result in a corresponding decrease or termination of consideration paid to the Agency under the terms of this contract without liability to the Board or the Council or any of their respective agents, officers, or representatives.
10. Either party may terminate this agreement upon sixty (60) days prior written notice to the

other party. Except as provided in paragraph 4, if terminated by the Council, Agency is entitled to full payment for all costs and non-cancelable commitments incurred up through the effective date of the termination.

11. The Agency agrees that it will at all times during the existence of the contract indemnify and save harmless the Council and the Board against any and all liability, loss, damage, and/or related expenses incurred through the provision of the services under this contract.

Lancaster-Fairfield Community Action Agency

By:  Date: 10/20/2023
Clinton Davis
Executive Director

Family and Children First Council

By:  Date: 10/23/2023
Tiffany Wilson Manager

Fairfield Co. Bd. Of Commissioners

By: _____ Date: _____
Steve Davis , President

FAF July1, 2023-July 31, 2024

Appendix A

Program Narrative

The July 2022-June 2023 (SFY23) Early Intervention Service Coordination agreement funds service coordination services, evaluation, assessment, local child find outreach, as well as oversight and supervision of these activities. DODD will support recipients of this funding by providing training and technical assistance (TA) through the county's TA and training plan.

OVERSIGHT AND SUPERVISION OF SERVICE COORDINATION

Identify the local monitoring/oversight activities conducted by the EI contract manager, FCFC, and other partnering agencies.

Identify the local monitoring/oversight activities conducted by the EI contract manager:

The Contract Manager meets bi-weekly with the EISC Supervisor and EISCs for the purpose of following through with technical assistance, program management, compliance monitoring, peer support and caseload management. The Contract Manager conducts ongoing reviews of each EISC's files. All forms, case notes, and data entered in EIDS are reviewed and discussed with the EISC Supervisor and the EISC. The Contract Manager also participate in the Primary Service Providers' (PSPs) weekly meetings, including Fairfield County Board of Developmental Disabilities staff and other EI providers. This provides an opportunity to review new referrals, conduct coaching, provide quarterly updates, perform oversight and monitoring of timely receipt of services, and ongoing implementation of service provision for children. In addition, the Contract Manager prints and reviews the 45-Day Compliance Monitoring, Transition Compliance, Timely Receipt of Services (TRS) Compliance, and the Child Outcome Summary (COS) report and reviews this with the EISCs monthly.

Identify the local monitoring/oversight activities conducted by FCFC:

The Fairfield County Commissioners, as the Administrative Agent for the Family, Adult, and Children First Council (FACFC), will contract with Lancaster Fairfield Community Action Agency (LFCAA) for Service Coordination. LFCAA is the largest provider of early childhood services in Fairfield County and a leader in the field of early childhood. They operate the Head Start, Early Head Start, Ohio's Early Childhood Expansion preschool program, Teens with Tots, and all components of Early Intervention (EI) and Help Me Grow (HMG) Home Visiting in Fairfield County. LFCAA employs six individuals through Early Intervention Service Coordination (EISC). The LFCAA Early Childhood Programs Director and EISC Supervisor facilitate the implementation of the program at the direct service level. The Contract Manager is employed through FACFC and has primary responsibility for the direct oversight of service delivery and program implementation to ensure compliance with all IDEA and DODD rules.

Identify the local monitoring/oversight activities conducted by other partners:

<p>The EISC Supervisor facilitates biweekly meetings with the EISC staff and the Contract Manager for the purpose of following through with technical assistance, program management, compliance monitoring, peer support and caseload management. Peer file reviews are completed at the staff meetings.</p> <p>The EISC Supervisor and EISCs participate in the Primary Service Providers' (PSPs) weekly meetings, including Fairfield County Board of Developmental Disabilities staff and other EI providers. This provides an opportunity to review new referrals, conduct coaching, provide quarterly updates, perform oversight and monitoring of timely receipt of services, and ongoing implementation of service provision for children. The EISC Supervisor prints the EISC Caseload Monitoring reports and Service Coordinator Caseload Report. These reports are reviewed with EISCs monthly.</p>
<p>Describe a <i>viable</i> contingency plan for unexpected circumstances that ensures families have access to a credentialed EI service coordinator (EISC) and EI service coordinators have access to a credentialed EI service coordination supervisor at all times. The plan must include steps that will be taken when an EISC or EISC Supervisor is on extended leave or leaves their position.</p>
<p>Describe your contingency plan and steps that will be taken to ensure families have access to credentialed EISC at all times:</p> <p>FACFC and LFCAA have multiple staff members trained in Early Intervention Rules and system delivery to continue implementation of the program for extended absences. In addition to the credentialed EISCs, the EISC Supervisor maintains a Service Coordinator Credential. In the event of an extended absence, all families will receive continuous service coordination from qualified staff. The contract with LFCAA includes a termination clause giving at least 30 days before termination. This allows time for the FACFC to work with the Executive Committee and the County Commissioners' office to identify and secure appropriate services.</p>
<p>Describe your contingency plan and steps that will be taken to ensure EISC have access to a credentialed EISC Supervisor at all times:</p> <p>The EI Contract Manager maintains a Supervisor of Service Coordinators Credential. In the event of an extended absence, EI staff will receive continuous supervision from qualified staff. The contract with LFCAA includes a termination clause giving at least 30 days before termination. This allows time for the FACFC to work with the Executive Committee and the County Commissioners' office to identify and secure appropriate staff members.</p>
<p>Describe how the supervisor ensures that each EISC implements and documents the mandated responsibilities of the EISC (OAC 5123-10-02(N)). Include the specific supervision methods (record review, reflective supervision, observation) and the planned frequency of each supervision activity.</p>
<p>Describe how the supervisor ensures that each EISC implements and documents the mandated responsibilities of the EISC, including how the supervisor ensures the EISC provides timely</p>

documentation of ALL service coordination services provided to the family in the child record.

EISCs participate in weekly Primary Service Provider (PSP) team meetings with the EISC Supervisor and Contract Manager and staff with the Fairfield County Board of DD. Each PSP meeting is scheduled for 1.5 hours. Fairfield County has a dedicated Service Coordinator model which partners collaboratively with our local board to ensure outcomes for children are met. PSP team meetings include a multi-disciplinary team who are utilized to provide coaching and support to meet the needs of children and families enrolled in the EI program.

Reflective supervision is scheduled individually with each EISC monthly and as needed. These meetings include discussions on caseloads, file reviews, program reports, feedback from peers and families, and professional development to facilitate and advance ongoing opportunities for learning. These meetings encourage self-reflection for the purposes of growth and development. In addition, the EISC Supervisor completes quarterly home visit observations with each Service Coordinator to evaluate skills and job performance. The described reflective supervision activities are scheduled to ensure that the number of hours provided meets or exceeds the minimum requirements specified in OAC 5123-10-04(B)(13)(b)(i)(ii).

Supervision methods and planned frequency of each method:

The LFCAA EISC Supervisor maintains a current credential as a Supervisor of Service Coordinators. The Supervisor utilizes reflective supervision as the primary method of supervision for EISCs. Each receives direct, group, and/or peer-to-peer supervision each month. Bi-weekly staff meetings are scheduled for 4 hours each month. Each staff meeting includes time for peer-to-peer support and discussion for challenging situations and cases. In addition, these group support meetings provide an opportunity to discuss implementation of the EI program.

Describe how the EISC Supervisor provides reflective supervision to each service coordinator, consistent with the requirements of OAC 5123-10-04, to promote ongoing opportunities for learning, professional growth, and appropriate delivery of EISC services. How does the EISC Supervisor ensure that each EISC has the opportunity to broaden and deepen skills and knowledge by ongoing reflection, critical thinking, and practice? How are these activities documented and tracked?

Describe how the EISC Supervisor provides reflective supervision to each service coordinator to promote learning, professional growth, and appropriate delivery of EISC services:

Reflective Supervision is a collaborative process in which the Supervisor facilitates and supports the professional growth and development of each Service Coordinator. The Supervisor establishes a relationship with each Service Coordinator based on trust, honesty, and support. This relationship is vital in creating an environment which promotes open discussions on Service Coordinator's work in supporting children and families based on empathy and non-judgement.

How does the EISC Supervisor ensure that each EISC can broaden and deepen skills and knowledge by ongoing reflection, critical thinking, and practice?

Reflective supervision utilizes active listening and open-ended questioning to support critical thinking and professional decision-making allowing each Service Coordinator to deepen their skills and knowledge or to acquire a new understanding or skill. This process promotes the ability of each Service Coordinator to assess their own strengths and areas of improvement in an environment of support. This information is critical in designing an individualized approach to professional development. In addition to the mandatory professional development trainings based on their credential, the Supervisor is able to facilitate the creation of an individualized professional development plan based on needs determined through the Reflective Supervision process.

Describe how reflective supervision is documented for each EISC:

Supervision records are maintained documenting the date, time, and discussions that occur during reflective supervision. EI staff meetings and PSP Team meetings adhere to a set schedule each month. EI staff meeting agendas are kept and detail topics of discussion.

Describe how the EISC Supervisor monitors each EISC credential and professional development requirements to ensure that all credentials are current and each EISC is able to renew credentials timely.

What procedures are in place for the EISC Supervisor/or CM to monitor each EISC's credential and professional development requirements to renew each credential timely?

Each Service Coordinator and Supervisor has an established Ohio Professional Registry through OCCRRA which includes required professional development trainings and credential verification. The Early Intervention Supervisor utilizes a file tracking system to monitor the completion of and expiration dates of staff credentials as verified through the Ohio Professional Registry.

Professional development and completed trainings are documented in each staff file as well as through the Ohio Professional Registry and monitored quarterly for ongoing requirements. Professional development opportunities are offered and strongly recommended to all staff utilizing the Early Intervention biweekly update, DODD MyLearning, and the Ohio Early Intervention website for professional development and training as guidance, and in conjunction with the early childhood programs through LFCAA.

Identify how EISCs are informed of changes and updates related to early intervention, particularly new guidance, and program updates from DODD. Describe how the contract manager and/or EISC Supervisor monitors that the changes are being implemented locally.

Identify how EISCs are informed of changes and updates related to early intervention, particularly new guidance, and program updates from DODD:

Regularly occurring staff and team meetings as described previously in this narrative provide a face-to-face forum for communicating new guidance and program updates. The Contract Manager consistently shares DODD's electronic communications with the entire EI team. Topic-specific staff meetings are scheduled as needed to focus on and discuss EI program changes and how the changes may impact the process at the local level. The discussion further addresses potential training needs and opportunities to effectively implement changing policies and procedures

Describe how the contract manager and/or EISC Supervisor monitors that the changes are being implemented locally:

The Contract Manager and the EISC Supervisor meet regularly to discuss biweekly program updates, the TA plan, Files, and program specifics. The Contract Manager conducts ongoing reviews of each EISC's files. All forms, case notes, and data entered in EIDS are reviewed and discussed with the EISC Supervisor to ensure all changes are being implemented. The Contract Manager and the EISC Supervisor meet bi-weekly with the EISCs for the purpose of following through with technical assistance, program management, compliance monitoring, peer support and caseload management.

PROGRAM PROCEDURES

Timeline and plan for assigning the EISC following program referral, initial contact with families, scheduling and coordinating the eligibility/evaluation and assessment process.

Describe a timeline and plan for ensuring the dashboard is monitored consistently and state who/role implements this task:

The EISC Supervisor and the Lancaster Community Action Agency Early Childhood Intake Specialist consistently monitor the EIDS dashboard. This is checked daily for new referrals.

Describe a timeline and plan for assigning the EISC in EIDS and state who/role implements this task.

After receiving a referral from Central Coordination, the contracted agency (LFCAA) assigns the EISC by implementing the following:

- An intake specialist immediately contacts the family to schedule the intake and assign an EISC.

Describe a timeline and plan from program referral to initial contact with families and state who/role

implements this task.

Initial contact with the family is made by the contracted agency (LFCAA) upon a program referral with the following procedures:

- An intake specialist contacts the family to schedule the intake and assign an EISC within 5 business days. If a response is not received from the family within 14 calendar days, an EI-10 Prior Notice of Exiting is mailed to the family. If a timely response is not received from the family, the family is exited from the system.
- The intake appointment is scheduled as soon as possible, based on family's availability and preferences.

Describe a timeline and plan for EISC to meet with family to describe EI, discuss 45-day activities and IFSP process, review EI brochures, Parent Rights /Procedural Safeguards, and gain consents/release of information(ROI):

The intake was previously scheduled by the intake specialist. At the intake appointment, the EISC meets with the family. Utilizing the required DODD brochures and documents, the EISC discusses the EI program, the first 45 days, timelines, parents' rights, system of payments, consent, and completes the following documentation: prior written notice and consent for developmental screenings, if applicable, (EI-01), prior written notice and consent for evaluation and assessment (EI-02); prior written notice and consent for family-directed assessment if the family chooses (EI-03); system of payment forms (EI-05 and EI-15); request/release of information (EI-06); and, if applicable, consent for transition (EI-07).

Describe a timeline and plan for scheduling and coordinating the eligibility/evaluation and assessment process:

Evaluations and assessments are scheduled and coordinated with the family by the contracted agency (LFCAA) with the following procedures:

- At the intake, EISC and the family choose dates for evaluation and assessment to occur as soon as possible based on the family's preferences and schedule, but within 45 calendar days.
- The family is introduced at the weekly PSP team meeting with the most likely PSP to be assigned, and the evaluation/assessment team is established at this PSP team meeting.
- The evaluation and assessment are completed using the Battelle Developmental Inventory 2 and administered by licensed-appropriate staff.
- When a child is eligible based on a qualifying medical diagnosis, a Child Assessment will be completed by qualified personnel using an approved tool.
- The annual Child Assessment will be conducted by qualified personnel using one of the approved assessment tools.
- The family will be offered a family directed assessment to be completed within 45 days by

the EISC.

Describe in detail any changes made to the county policies/procedures regarding the 45-day process specific to Eligibility that were made as a result of TA and Training pertaining to Eligibility.

Describe in detail local procedures for coordinating eligibility in the following scenarios.

Child with diagnosed condition on the list:

- The EISC will discuss any potential diagnosis with the family. If the parents indicate that there is a diagnosis on the list, the EISC and the family will fill out and sign form EI-06 and obtain documentation from the health professional. Once the documentation is received, the child is determined eligible and the EISC moves on to scheduling the child and family assessments.

Child with diagnosed condition not on the list (EI-12):

- The EISC will discuss any potential diagnosis with the family. If the parents indicate that there is a diagnosis, but it is not on the list, the EISC and the family will fill out and sign form EI-06 and the EISC will send form EI-12 to the health professional for completion. Once the documentation is received back, the child is determined eligible and the EISC moves on to scheduling the child and family assessments.

Referral for a child with neonatal abstinence syndrome (NAS) from ODH:

- If the referral came from ODH for NAS, the EISC will print the referral and place in the child's fold as documentation of the diagnosed condition. The EISC will then move on to scheduling the child and family assessments.

Referral for a child with an elevated blood lead level (EBLL) from ODH:

- If the referral came from ODH for EBLL, the EISC will print the referral and place in the child's fold as documentation of the diagnosed condition. If The EISC will then move on to scheduling the child and family assessments.

Referral for a child with hearing loss from ODH:

- If the referral was for hearing loss, the EISC will request documentation from ODH, print the documentation and place it in the child's folder. The EISC will then schedule the child and family assessments.

Child suspected of developmental delay:

- If a child is suspected of having a developmental delay, the EISC will schedule and evaluation in all five domains using the BDI-2 (Fairfield County is in the process of moving to the BDI-3) using a qualified E&A team. If the tool shows a delay of 1.5 or more in any area, the evaluators fill out 3B of the IFSP, documenting the delays.

Describe your local documentation procedures for documenting EISC activities including specific timelines for when documentation is to be completed (e.g., 2-business days following the activity).

Describe your local data entry procedures in the EI Data System (EIDS)

Assigning an EISC/initial contact:

- After the program referral, the intake specialist documents all contacts and attempted contacts with the family in detailed case notes.
- The intake specialist exits the system referral out of central coordination and assigns an EISC in EIDS.
- After the intake appointment, the EISC writes a detailed case note including who, where, how, what, why, and any follow-up needed.
- All original forms are placed in the child's record (EI-01, EI-02, EI-03, EI-05, EI-06, EI-07, EI-15).

Scheduling/coordinating eligibility

- Minutes are taken by Fairfield DD staff at the weekly team meeting, which detail the evaluators chosen and the date of the evaluation and assessment. Minutes are distributed electronically the next business day.
- EISCs document the outcome of the weekly meeting in a detailed case note
- Parents as notified by the EISC of the schedule date and time, Parents are sent an appointment reminder letter in advance of the evaluation/assessment.
- The assigned evaluator writes a case note for the file that includes observations, parent input, medical information, and recommendations.
- EISC will document the results of the family-directed assessment
- Results of evaluations and recommendations, eligibility and need for service are entered into EIDS by LFCAA EI staff prior to development of the IFSP (EI-04, Section 3).

IFSP

- The child's strengths and needs for each, as well as a Child Outcome Statement for each of the three areas are documented on the IFSP (EI-04, Section 3 E).
The COS rating is recorded in EIDS at entry, annually, and exit of the program
- The IFSP Meeting Notice (EI-13) is completed by the EISC: original is given, emailed or mailed to the parents and other participants. A copy is retained in the file.
- Parents are provided EI-11 at time of initial IFSP and subsequently for any proposed changes that are needed.
- Copies of the completed IFSP are sent to the family and the service provider within 10 calendar days of obtaining the parent's signature.
- The original IFSP (EI-04) is placed in the child's file.
- A case note including who, where, how, what, why, and any follow-up needed is put into the child's file.
- IFSP information is entered into EIDS by the EISC within 30 calendar days of obtaining

the parent's signature.

Funding:

- The EISC completes Consent to Use Insurance for EI Services (EI-05) and Determination of Parent Ability to Pay for EI Services (EI-15) at the intake meeting and a case note is completed for the file.
- Any additional SOP forms will be completed if applicable (EI-16, EI-17, EI-18).

EI Services

- Services are coordinated on the child's IFSP.
- All contacts with the family are documented in case notes by the EISC and PSP.
- All data is entered into EIDS within 30 days by the EISC.

Timely Receipt of Services

- EI providers provide the EISC with a case note of the actual start date for services provided.
- All contacts with the family are documented in case notes by the EISC and PSP.
- All data is entered into EIDS within 30 days by the EISC.

LEA/Transition

- The EISC and the family complete Form EI-07 (Consent for transition). The form is kept in the child's record.
- A copy of the quarterly LEA report is printed by the EI Contract Manager.
- All contact with LEA, PSP, and the family is documented by the EISC in case notes.
- The EISC and the family complete Form EI-06 (Consent for release of records and consent for release and/or exchange of information). The form is kept in the child's record.
- A case note for the TPC is filled out by the EISC documenting the date and time.
- A transition outcome is developed for all children and included on the IFSP.
- Data is entered into EIDS within 30 days by the EISC

Describe in detail how your county will conduct local EI child find outreach activities during SFY23, with particular emphasis on outreach to physicians and childcare providers.

Describe in detail how your county will conduct local EI child find outreach activities during SFY23:

- Recruitment announcements will be made, and materials distributed during community events and meetings.
- Recruitment events may include the following: Gift of Time; Fairfield Medical Center Community Health Fair; teen expo; social service fairs; community festivals; and farmer's markets.
- The Fairfield County Help Me Grow office will provide information at these events and

meetings on the HMG EI program for families who may be eligible.

Describe in detail how your county will conduct local EI child find outreach activities to physicians and childcare providers:

- Medical providers will be notified through personal contacts, community initiatives, and our local hospital.
- Eligibility and enrollment information will be provided to our local education agencies and providers through monthly interagency agreement meetings.
- Childcare providers will receive Early Intervention program information through personal contacts or mailings outlining the Early Intervention program and how referrals can be made.

REPRINT

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 # **23006634 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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OFAMILY, ADULT & CHILDREN FIRST
831 COLLEGE AVE, STE C
LANCASTER, OH 43130
Phone: 740-652-7281V
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PO BOX 768
LANCASTER, OH 43130S
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OFAMILY, ADULT & CHILDREN FIRST
831 COLLEGE AVE, STE C
LANCASTER, OH 43130
Phone: 740-652-7281

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
				7184					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
09/19/2023		1802						FACF STE B	
NOTES									

PO Requisitioner Name : Tiffany Wilson

E mail Address : tiffany.wilson@fairfieldcountyohio.gov

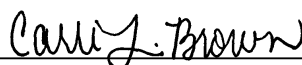
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: Early Intervention Service Coordination GL Account: 60816022 - 530100	1.0	EACH	\$515,333.00	\$515,333.00
GL SUMMARY					
60816022 - 530100		\$515,333.00			

Invoice Date ____/____/____ Invoice Amount \$ _____ To Be paid ____/____/____ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$515,333.00 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: 09/19/2023



Auditor Fairfield County, OH

Purchase Order Total **\$515,333.00**

For Department Use ONLY

EARLY INTERVENTION SERVICE COORDINATION GRANT AGREEMENT

July 1, 2023 – June 30, 2024

This agreement (the “Agreement”) is entered into by and between the county Family and Children First Council (FCFC) designated agency for Early Intervention (hereinafter “Subrecipient”) and the Ohio Department of Developmental Disabilities (hereinafter “Department”), collectively referred to as the “Parties.”

WHEREAS, Part C of the Individuals with Disabilities Education Act (IDEA) is a federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families;

WHEREAS, the Department seeks to provide state general revenue funds and subaward federal grant dollars, as defined by 2 CFR 200.1, made available through Part C of IDEA (Assistance Listing Number 84.181A) administered by the Office of Special Education Programs, Office of Special Education and Rehabilitative Services, and U.S. Department of Education (USDOE) in order to support service coordination services, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, costs that support the provision of these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302, (“the Grant”);

WHEREAS, the Subrecipient carries out the requirements of this Agreement on behalf of the county identified in the EI Service Coordination Contact Sheet (Addendum B) and in accordance with Section 2.5 of this Agreement;

WHEREAS, the Agreement between Parties shall be a cooperative agreement as defined by 2 CFR 200.1. A cooperative agreement provides for substantial involvement between the Department as the pass-through entity and the Subrecipient in carrying out the activities of the Agreement.

NOW THEREFORE, the Parties agree as follows:

Section 1 – Awarding of Funds

1.1 Use of Funds. Grant funds shall be used in accordance with 34 CFR 303.501 (Use of Funds) to provide service coordination, as defined in 34 CFR 303.34, evaluation and assessment, as defined in 34 CFR 303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR 303.302. Subrecipient shall be responsible for performing the responsibilities expressly outlined in this Agreement and in accordance with the federal Office of Management and Budget Uniform Guidance 2 CFR 200, as adopted by the USDOE Title 34, CFR, Parts 75-79, 81 to 86 and 97-99 Education Department General Administrative Regulations (EDGAR) and Exhibit A (Allowable Costs) of this Agreement. Subrecipient expressly agrees that Grant funds may not be used for:

- Religious worship, instruction, or proselytization.
- Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in this assurance, herein.

1.2 Award Information & Allocation Methodology. Allocations to counties are calculated on a formulaic basis. A county’s allocation for service coordination, evaluation, and assessment is based on the following: 70% (children served during 2022), 20% (initial ever referrals in 2022 for children resulted in the completion of the eligibility and assessment process, 10% (initial ever referrals in 20212 for children that did not result in the completion of the eligibility and assessment process). County allocations for children with elevated blood lead levels are based on the prevalence of children reported to the Ohio Department of Health with a blood lead level of at least five micrograms per deciliter in 2021. Child find outreach funding allocations are based on 2022 Early Intervention referral data. Grant award totals, allocation percentages, and other award information required by the federal Office of Management and Budget Uniform Guidance 2 CFR §200.332(a) are provided in Addendum A (Award Information and Allocation Table). If the federal notice of award is not available prior to the posting of this Agreement on OhioEarlyIntervention.org, DODD shall update Addendum A and disseminate the information via email to the

designated agency for early intervention Fiscal Contact as provided for in this Agreement and Addendum B (EI Service Coordination Contact Sheet).

In addition to grant funds allocated using the formula described in this section, the Department reserves the right to make targeted investments to support the activities outlined in Section 1.1 of this Agreement in order to address demonstrated need, service gaps, and other issues. Subrecipients awarded funds in addition to the amount indicated in Addendum A shall receive a Supplemental Funding Amendment (Addendum E). Addendum E identifies the total funding awarded for the year (including the original allocation and any supplemental amounts), as well as any additional requirements related to the supplemental funds. Should funding be reduced under section 1.8 of this agreement, Subrecipient shall use this form to identify revised budget category amounts in GMS. Subrecipients shall budget and report spending of supplemental funds in DODD's Grant Management System (GMS) in accordance with section 1.3 and 1.4 of this Agreement.

1.3 Grant Management System (GMS) Budget & Expense Report Requirements. Subrecipient shall prepare and submit a budget in GMS to support the activities provided for in Section 1.1 of this Agreement. Budgets must be approved by the Department prior to the release of grant funds. Subrecipient shall only request payment for incurred or paid expenses. The subrecipient shall submit an expense report for the Grant at least once every three months.

1.4 Payment of Funds. Subrecipient shall request Grant funds for incurred or paid expenses by submitting expense reports in GMS. If the Department rejects the expense report, the subrecipient may correct and resubmit the expense report immediately. If the Department approves the expense report, the subrecipient may not submit another expense report for 25 days past the submission date of the most recently approved invoice. The Department agrees to pay Subrecipient within thirty (30) days of receipt for expense reports approved by the Department. Subrecipient agrees that failure to submit expense reports or other documents required by this Agreement or requested by the Department in the timeframe required may result in reduced, forfeited, or delayed payment. The Department may also delay or deny payment of funds due to a failure to implement the programmatic requirements of this agreement. Payments shall not exceed the Subrecipient budget amount.

1.5 Allowable & Unallowable Costs. Subrecipient shall refer to Section 1.1 and Exhibit A of this Agreement, and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, to determine allowable and unallowable costs.

Indirect Costs. Indirect costs charged to the Grant shall be in accordance with 34 CFR 303.225(c) and 34 CFR 76.560-76.580. The maximum amount of indirect costs charged to the grant shall be determined by the following formula:

Indirect costs= (Restricted indirect cost rate) x (Base)

Base: Total direct costs excluding capital expenditures (including equipment as defined in this Section), alterations and renovations, food purchases, personal service contracts and subawards in excess of \$25,000 per subcontract/subaward, previously charged indirect costs, and flow through funds.

Subrecipients with USDOE as their cognizant agency shall use the Restricted Indirect Cost Rate (RICR) approved by the Ohio Department of Education (ODE) to charge indirect costs to the grant. Subrecipients submitting a provisional rate with their budget are required to upload their final rate approval letter from ODE by June 1, 2024. All indirect costs charged to the grant using the provisional rate shall be reconciled with the final rate no later than June 24, 2024. If necessary, Subrecipients shall request budget modifications and enter offsets in GMS as needed to ensure that the total amount charged to indirect costs aligns with the final rate approved by ODE.

For Subrecipients that do not have USDOE as their cognizant agency, the RICR is 8%. Subrecipients charging indirect costs are required to submit documentation in GMS in accordance with Section 3.1 of this Agreement.

Direct Costs. Direct costs for performing the objectives of this Grant shall be charged in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Allowable direct costs meet the purpose of this grant as outlined in the grant agreement and:

- Are given consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

- Must not be included as a cost, or used to meet cost sharing or matching requirements, of any other federally financed program in either the current or a prior period.
- Are adequately documented.
- Are reasonable.
- May be allocable. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. The method and calculation for this proportion must be documented.

Time and Effort for Personnel Costs. When charging personnel costs to the grant, subrecipients shall maintain time and effort reporting consistent with the requirements of the federal Office of Management and Budget Uniform Guidance Subpart D – Cost Principles, particularly 2 CFR 200.430-431, which covers compensation of personnel & fringe benefit costs.

Travel. Travel and travel expenses must meet the requirements of OAC 126-1-02 and 2 CFR 200.475 to be considered reimbursable. Mileage reimbursement shall be paid at the lesser of the established federal, state, or local rate. State mileage rates are updated quarterly and posted on the Ohio Office of Budget and Management website (<https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/agency-overview/obm-travel-rule/obm-travel-rule>). The Department shall reimburse for actual travel expenditures, as allowable, based on the rates for lodging, per diems and meals as set by the federal General Service Administration (GSA).

Equipment. Equipment means an asset or tangible personal property, including information technology systems, having a useful life of more than one year and a per-unit acquisition cost which is greater than \$5000. Any equipment purchased with Grant funds shall be acquired used, maintained and disposed of in accordance with 2 CFR 200.313.

Equipment purchases made with this Grant shall be documented using the DODD Fixed Asset Schedule (Exhibit C), which shall be attached in GMS when requesting Grant funds for equipment expenses. Equipment in the schedule shall have a unique identifier (“Asset ID”), a description (“Asset Description”), the date the asset was purchased (“Acquisition Date”), the location of the asset (“Asset Location”), the useful life of the asset (“Useful Life”), and cost of the asset (“Total Cost”). “Total Cost” includes the total purchase price, net of purchase discounts, plus any trade-in allowances, transportation charges, installation costs, taxes, and any other costs required to prepare the asset for its intended use.

Telecommunication Costs. In accordance with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable with exceptions in accordance with 2 CFR 200.471(b) and 2 CFR 200.216.

Conferences and Meetings. Subrecipient will comply with the US Department of Education’s Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings (Exhibit G).

1.6 Security Status for GMS and EIDS. It is the responsibility of the Subrecipient to maintain their State of Ohio Supplier ID to enter into an Agreement with the Department, receive payment, and access GMS. To maintain the State of Ohio Supplier ID, the Subrecipient shall work directly in the Ohio Pays portal to update address and payment information as needed using <https://ohiopays.ohio.gov/> and shall promptly notify the DODD Grants Management contact included in Section 6.1 of this Agreement upon any change. The Subrecipient shall refer to the GMS User Guide (Exhibit E) for directions requesting access to GMS, assigning and managing user roles. Additional resources related to reviewing and managing the grant budget, submitting expense reports, and uploading support documentation will be provided to the Subrecipient notice contact in Section 6.1 and/or made available on DODD’s website.

Subrecipient shall ensure that the Early Intervention contract manager has an active system administrator account for the Early Intervention Data System (EIDS). Subrecipient agrees to input all required data in the EIDS within 30 days of the event. Users shall meet the requirements and responsibilities outlined in Exhibit F (EIDS) of this agreement.

1.7 Federal Funds Requirements. The Parties agree to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by entering required information in GMS. Subrecipient shall provide a UEI (Unique Entity Identifier) Number and maintain an active registration with the SAM (System for Award Management).

Subrecipient understands that failure to maintain a UEI Number and an active registration with SAM may result in the loss of Grant funds in accordance with Section 2.3 of this Agreement. Subrecipient shall ensure that their UEI is publicly searchable by enabling the “allow the selected record to be a public display record” feature in SAM. The Department will reference available UEI numbers for state fiscal year 2023 designated agencies for early intervention to validate SAM registrations for state fiscal year 2024. If the UEI or the designated agency for early intervention has changed since state fiscal year 2023, Subrecipient shall provide the Department with the UEI by emailing EI.Grants@dodd.ohio.gov.

1.8 Availability of Funds. Subject to the provisions of ORC 126.07 and 131.33, the Department represents that it will attempt to obtain the appropriations of necessary funds during the term of this Agreement. Subrecipient understands that this Agreement is subject to the availability of funds allocated to the Department by state and federal funding sources. If funds designated for this Agreement become unavailable, the Department’s obligations under this Agreement expire. The Subrecipient shall hold DODD harmless for any reduction or elimination of Federal or state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the Subrecipient shall immediately cease further expenditures under any Federal or state project.

1.9 Procurement & Subcontracts. Subrecipient must have and use documented procurement procedures, consistent with the standards of 2 CFR 200.318- 200.320. The Subrecipient will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations. Subrecipient may enter into subcontracts to provide the activities for this Grant but is prohibited from subgranting any portion of this award. All subcontracts shall be made subject to the terms and conditions of this Agreement and the Subrecipient shall cause the terms of this Agreement to be incorporated by reference into all subcontracts. However, in any event, Subrecipient shall be solely responsible for the performance of work and activities set forth herein and must comply with monitoring responsibilities within 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. A fully executed subcontract shall be uploaded to the contract section of the expense report in GMS as support documentation when requesting payment for a contract’s expenses for the first time.

Subrecipient shall ensure that their staff and Board of Directors are not staff or board of director members of the subcontractor.

1.10 Contract Manager Training Requirements. Subrecipient agrees to comply with the Early Intervention contract manager training requirements described in Addendum D.

Section 2 – Term and Termination

2.1 Term. This Agreement will be in effect from July 1, 2023 through June 30, 2024 and provides for a close out period through September 30, 2024, unless terminated prior thereto pursuant to this Section. August 30, 2024 is the final day to request funds for this Grant in GMS. Subrecipient expressly understands that the Department will not compensate Subrecipient for work performed after June 30, 2024. Failure to submit expense reports, support documentation, programmatic reports, or other documents required by this Agreement or requested by DODD by the due dates outlined in this Agreement may result in reduced, forfeited, or delayed payment.

2.2 Termination. Except as permitted in Section 2.4 of this Agreement, either party may terminate this Agreement with or without cause upon sixty (60) days written advance notice. Upon the termination of this Agreement, the Department will have no further obligation to disburse Grant funds. Subrecipient, upon receiving notice of termination, will take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all subcontracts related to terminated Grant activities.

2.3 Recapture. If Subrecipient fails to perform or otherwise comply with any term or condition of this Agreement, the Department may reduce the Subrecipient’s allocation and/or require Subrecipient to repay to the Department any or all of the Grant funds disbursed to the Subrecipient through the termination date. The decision to recapture Grant funds shall be within the sole discretion of the Department, and shall be based upon review, evaluation, and/or audit of the Grant.

Failure to maintain proper documentation to substantiate Grant payment for services provided may result in the repayment of funds by the Subrecipient.

2.4 Change in Family and Children First Council's Designated Agency for Early Intervention. In the event the family and children first council's (FCFC) designated agency for early intervention changes during the term of this Agreement, the Department will terminate the existing Agreement upon receipt of documentation that the responsibilities of the FCFC's designated agency for early intervention have been transferred. An Agreement will be issued to the new designated agency for the remaining grant period. FCFC council shall notify the Department within ten (10) days of a proposed change in agency.

2.5 Multi County Collaboration Agreements. Counties have the option to pool or aggregate allocations established in Section 1.2 of this Agreement.

- a. Annually, the Department shall provide a deadline for counties to inform the state Family and Children First Council Director of the intent to enter a multi-county collaboration. By the deadline established, counties intending to participate in a multi-county collaboration shall send an email notification to the state Family and Children First Director. The email shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocations, and the FCFC designated agency for early intervention for the lead county will act as Subrecipient for the aggregated funds. The Department shall load budgets in GMS accordingly.
- b. For counties participating in multi-county collaborations, the Department shall only enter into an Agreement with the FCFC designated agency for early intervention agency acting as Subrecipient for the aggregated funds.
- c. To formalize multi-county collaborations, the county Family and Children First Councils participating in these arrangements shall enter into an agreement or pass a resolution to combine their allocations. The agreement or resolution shall identify all counties participating in the collaboration, the county taking the lead responsibility for the allocation, and the FCFC designated agency for early intervention agency for the lead county that will act as Subrecipient for the aggregated funds.
- d. A copy of the fully executed multi-county agreement or passed resolution shall be submitted to the Department via email to EI.Grants@dodd.ohio.gov. The Department shall withhold payment to the Subrecipient in accordance with Section 1.4 of this Agreement until the existence of an official arrangement between the participating counties can be validated.

Section 3 – Documentation Requirements

3.1 Agreement Documents. DODD shall transmit this Agreement, Exhibits, and Addenda to the Grantee signatory via the electronic signature solution, OneSpan. Grantee may complete and electronically sign the documents as required using OneSpan. DODD shall only accept electronic signatures provided in OneSpan. The Grantee signatory will receive a notification via email from OneSpan when a copy of the fully executed agreement is available for download. Access to the fully executed agreement within OneSpan will become unavailable after the issuance of a purchase order.

In lieu of electronic signatures via OneSpan, Subrecipient may return the documents listed below to EI.Grants@dodd.ohio.gov. When selecting this option, Subrecipient shall print the Agreement, Addenda C & E and sign them in ink. Subrecipient shall return all documents identified below as separate .pdf documents in one email with the subject line "County Name_Early Intervention Agency Name_Service Coordination Grant Agreement July 2023". Each document attached to the email must be clearly labeled.

The Department shall provide the Subrecipient with a copy of the fully executed Agreement. If the Subrecipient signs the Agreement in OneSpan, the signatory will receive an email notification from OneSpan that the fully executed Agreement is available for download. A copy of the fully executed agreement, addenda, and exhibits will be emailed to the Notice contacts identified in Section 6.1 of this Agreement.

3.2 GMS Budget Documents & Requirements. In accordance with Section 1.7 of this Agreement Subrecipient shall validate that FFATA information entered in GMS is valid and current before a budget is submitted in GMS.

The following documents shall be submitted to the Department via attachment in GMS when submitting the budget.

1) Indirect Costs:

- Subrecipients who want to budget for indirect costs with USDOE as their cognizant agency must submit a copy of their rate approval letter from the Ohio Department of Education (ODE). The documentation must show the approved or provisional Restricted Indirect Cost Rate. Subrecipients submitting a provisional letter with their budget must submit the final rate approval letter from ODE no later than June 1, 2024 in accordance with Section 1.5 of this Agreement.
- Subrecipients who want to budget for indirect costs and do not have USDOE as their cognizant agency and wish to budget for indirect costs must submit an indirect cost worksheet (Exhibit B).

2) Budget Justification: Directions for completing this document are included in the Budget Justification Instructions (Exhibit C).

- Budget summaries that are incomplete or insufficient will result in the denial of the Subrecipient's budget in GMS.

3) A completed EI Service Coordination Contact Sheet (Addendum B).

- EI Service Coordination Contact Sheets that are incomplete or insufficient may result in the denial of the Subrecipient's budget in GMS.

3.3 Documentation & Monitoring. Subrecipient agrees to prepare and maintain documentation that supports the expenses billed to the Grant and in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR, and service coordination as defined in 34 CFR §303.34, evaluation and assessment as defined in 34 CFR §303.321, other costs related to providing these mandated activities, and early intervention child find outreach activities in accordance with 34 CFR §303.302. At any time, the Department reserves the right to request documentation to substantiate the request for reimbursement reported in GMS. Subrecipient agrees to make these materials available to the Department within five (5) business days and cooperate with any Department requests for information or onsite activities. Subrecipient agrees to implement the Department's Subrecipient-specific technical assistance plan (including completion of any training requirements or other required actions as part of the technical assistance plan).

3.4 Maintenance of Records. As required by GEPA and EDGAR for State-administered programs (in 34 CFR 76.730-731), the Subrecipient shall retain records related to Grant funds and compliance for a period of three years after the grant period.

2 CFR 200.334 requires subrecipient to keep financial records, supporting documents, statistical records and all other records of subrecipient that are pertinent to the federal award for a period of three years from the date of submission of the final expenditure report.

Section 443 of GEPA requires subrecipient to maintain documents, for a period of three years following the completion of the activities for which the Subrecipient uses the federal funding, which show:

- The amount of funds under the subgrant or grant.
- How the Subrecipient uses the funds.
- The total cost of the project.
- The share of that total cost provided from other sources

3.5 Accounting & Internal Controls. Subrecipient shall provide for the financial management requirements set forth in 2 CFR 200.302. Grant funds shall be recorded separately in the books and records of Subrecipient. Subrecipient shall keep its books in a manner consistent with generally accepted accounting principles and 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. All disbursements from the grant accounts shall comply with the requirements of this Agreement and 2 CFR 200. Subrecipient agrees to implement and maintain internal controls consistent with 2 CFR 200. Subrecipients that are county boards of developmental disabilities shall appropriately report grant revenue and expenditures in the county board cost report.

3.6 Inspection of Books and Records. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Subrecipient shall make available to the Department or its agents all books and records regarding this Agreement and/or the Grant which are in the possession or control of the Subrecipient. The Department and its agents may review, audit, and make copies of such books and records. Subrecipient shall include in its agreements with any subcontractor or Subrecipient receiving Grant Funds a provision authorizing the Department and

its agents access to and the right to review, audit, and copy the books and records of such subcontractor or Subrecipient related to its work on the Grant.

3.7 Commingling. The commingling of Grant funds is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. Expenses paid with Grant funds cannot be reimbursed with revenue from other state or federal funds or be counted towards maintenance of effort for any federal programs.

3.8 Audit Requirements. In accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year, which will require preparation and audit of the Schedule of Expenditures of Federal Awards (SEFA). Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Subrecipient is responsible for ensuring that an audit is performed in compliance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. Subrecipient agrees to receive, reply to, and comply with any audit exceptions discovered in an audit relating to this Agreement. Subrecipients whose audit reports are not available via the Federal Audit Clearinghouse or Auditor of State website must send the Department a copy of the final audit report within thirty (30) days of its receipt. Subrecipient shall provide the Department a written corrective action plan to correct such exceptions noted in the final audit report within the timeframe allowed by 2 CFR 200.

In order to assist the Subrecipient in completing the SEFA in accordance with 2 CFR 200.510(b), the Department may distribute disbursement information to the Subrecipient identifying the grant program as Early Intervention Service Coordination (EISC), the Assistance Listing Number, or ALN (formerly CFDA), the pass-through entity (DODD) and the federal award identification number (FAIN).

Additional sources for payment information are available through Ohio Pays. Questions about how to use the Ohio Pays portal should be directed to <https://ohiopays.ohio.gov/>.

3.9 Subrecipient Risk Assessment & Monitoring. In accordance with 2 CFR 200.332 and 34 CFR 303.120, the Department shall perform pre-award subrecipient risk assessments and conduct programmatic and fiscal subrecipient monitoring. Subrecipient shall comply with requests for fiscal and programmatic documentation and reports, and accommodate on site reviews at the request of the Department as needed to fulfill the Department's obligations as a pass through entity of federal funds and as the State of Ohio's lead agency for early intervention, consistent with 34 CFR 303.1-303.734 and ORC 5123.02(F), 5123.024, and 5123.0421. Failure of the Subrecipient to comply with requests for documentation and reports, inquiries, or respond to other forms of communication within five business days may result in reduced, forfeited, or delayed payments.

3.10 Programmatic Reporting Requirements.

- (a) Federal Fiscal Year (FFY) 23 Initial Program Report (due August 1, 2023): Using the FFY22 initial program report, Subrecipient shall report on any changes to its local protocols. Additionally, Subrecipient shall include information on equity and access to services in accordance with Section 427 of GEPA.
- (b) Technical Assistance and Training Plan Update. (due November 30, 2023): Subrecipient shall collaborate with the Department to review and update the county technical assistance and training plan.
- (c) Mid-Year Report (due February 29, 2024): Subrecipient shall submit a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate mid-year program report questions to subrecipients no later than January 29, 2024.
- (d) Final Report (due July 31, 2024): Subrecipient shall submit a final program report, including an updated EI Service Coordination Contact Sheet (Addendum B), a report on completed local Early Intervention child find outreach activities, and answers to questions related to the activities described in this agreement. DODD will communicate final program report questions no later than June 1, 2024.
- (e) Other Reporting: As lead agency, DODD may request information from the Subrecipient related to the Subrecipient's activities to carry out the requirements of this Agreement. The Subrecipient shall respond to these requests within five business days of receiving the request for information.

- (f) EI Service Coordination Contact Sheet (Addendum B): Subrecipients are required to submit a revised Addendum B to their assigned EI program consultant via email within 14 days of any personnel changes within these positions.

Section 4 –Subrecipient represents and warrants the following:

4.1 Compliance with Federal, State, and Local Laws. Subrecipient shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder. All early intervention activities provided under this agreement must meet applicable State of Ohio service standards (OAC 5123-10-01, OAC 5123-10-02, OAC 5123-10-03, OAC 5123-10-04 or their successors) and be consistent with the provisions of 34 CFR 303. Grant funding shall be administered and audited in accordance with 2 CFR 200, as adopted by the USDOE in 34 CFR EDGAR. Subrecipient shall participate in training and technical assistance plans developed with Department program consultants. In the event monitoring activities conducted in accordance with Section 3.9 of this Agreement result in a finding of non-compliance, the Department may deny budgets and/or expense reports in GMS until the finding is sufficiently addressed. The Department may reduce, forfeit, or delay payments, or recapture funds per Section 2.3 of this agreement.

4.2 Drug-Free Workplace. The Parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Parties shall make a good faith effort to ensure that their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.3 Equal Employment. The Subrecipient, and any subcontractor, agrees that all services and facilities in the developmental disabilities programs for which State reimbursement funds are sought will be made available without discrimination on account of race, religion, color, sex, national origin, handicap, age, or inability to pay; and that no qualified person will be discriminated against on account of race, religion, color, sex, national origin, age, or handicap with respect to equal opportunities of employment by the applicant agency; and that no employee of the applicant agency will be discriminated against on account of race, religion, color, sex, national origin, age or handicap.

Subrecipient agrees to assure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681- 1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Age Discrimination Act (42 U.S.C. Section 6101 et seq.); and the Americans with Disabilities Act ("ADA") (42 U.S.C. Section 12101 et seq.).

4.4 Offshore Services. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, take, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient, or their Subcontractor, performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to the Subrecipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order (2022-02D) is no longer effective.

The Subrecipient must complete the attached Contractor/Subcontractor Affirmation and Disclosure Form (2019-12D & 2022-02D) (Addendum C) affirming the Subrecipient understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Subrecipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Subrecipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

It is understood that services provided under this Agreement are performed in the community and or county of the Subrecipient, including natural environments and the family home. In lieu of entering the Address, City, State and Zip

for services provided in a natural environment, Subrecipients and their subcontracts may enter “EI services provided in natural environments in [Enter County Name]”.

4.5 Election Laws. The Subrecipient, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

4.6 Findings for Recovery. The Subrecipient, and any subcontractor, is not subject to an "unresolved" finding for recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, this Agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under this Agreement.

4.7 Health Care Laws. Neither the Subrecipient nor its employees are excluded from participation under any federal health care programs. Subrecipient shall notify Department of any exclusions within five (5) business days of learning of each exclusion.

4.8 Subrecipient/Department Relationship. Subrecipient understands and agrees, in entering into this Agreement, that it serves as an independent subrecipient and not as an employee of the Department. The Parties intend no employer/employee relationship. Subrecipient agrees that the Department shall withhold no taxes from payments, and the Subrecipient shall assume sole and entire responsibility for payment of its taxes. Subrecipient further agrees to provide its own Workers' Compensation coverage.

4.9 Dispute Resolution. Subrecipient, and any subcontractor, has established procedures for any persons or agencies dissatisfied with any under this Agreement by the Subrecipient to be granted a fair hearing before the Subrecipient's governing body.

4.10 Financial Responsibility. Subrecipient, and any subcontractor, assumes responsibility for funds required to meet excess salaries and fringe benefits and for ineligible expenses incurred by the Subrecipient, and that sources of such funds will be made available upon request.

4.11 Suspension and Debarment. Subrecipient warrants it has the legal authority to receive the subaward and enter into this Agreement. The Subrecipient and any subcontract represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Department any funds paid under this Agreement. Pursuant to 2 CFR §200.214, neither the Subrecipient or any subcontractor shall be debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities or excluded from Federal procurement as identified in the System of Award Management.

4.12 Specific Conditions for Disclosing Federal Funding in Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Subrecipients shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

4.13 Prohibition of Texting While Driving. Subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009.

4.14 Health or Safety Standards for Facilities. In accordance with 34 CFR 76.683 Subrecipient shall comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for this Grant.

4.15 Lobbying. In accordance with 34 CFR 82.100 no Grant funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.16 Trafficking in Persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either -
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended ([22 U.S.C. 7104\(g\)](#)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
- B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#)).

Section 5 – General Provisions

5.1 Prior Agreements. The terms and conditions set forth in this Agreement constitute the entire understanding between the Parties with respect to the matter contained herein and supersede all prior agreements and representations, whether written or oral.

5.2 Modification and Assignment. This Agreement can only be modified by a written amendment signed by both Parties. This Agreement may not be assigned by either Party without the prior written consent of the other.

5.3 State Laws. This agreement shall be in keeping with and governed by the laws of the State of Ohio without regard to choice of law and conflicts of law principles.

Section 6 – Notice

6.1 All notices, consents, and communications hereunder shall be given electronically to the designated agency for early intervention Fiscal Contact listed in Addendum B of this Agreement and the following contacts at the Department:

Nathan DeDino
Department of Developmental Disabilities
Part C Coordinator
30 E Broad St., 12th Floor, Columbus, OH 43215
Nathan.Dedino@dodd.ohio.gov

Jacob Foskuhl
Department of Developmental Disabilities
Grants Management, Financial Manager
1810 Sullivant Ave, Columbus, OH 43222
Jacob.Foskuhl@dodd.ohio.gov

Section 7 – Incorporation of Ancillary Documents

7.1 Grant Addenda & Exhibits.

The following documents are attached to the Agreement and/or are incorporated into it by reference. A copy of the Agreement, addenda, and exhibits are available at <https://ohioearlyintervention.org/service-coordination-grant-agreements>.

- Addendum A: Award Information and Allocation Table
- Addendum B: EI Service Coordination Contact Sheet
- Addendum C: Standard Affirmation & Disclosure Form
- Addendum D: Contract Manager Training & Attestation
- Addendum E: Supplemental Funding Amendment
- Exhibit A: Allowable Costs
- Exhibit B: Indirect Cost Worksheet
- Exhibit C: Budget Justification Instructions
- Exhibit D: Fixed Asset Schedule
- Exhibit E: GMS User Guide
- Exhibit F: Early Intervention Data System (EIDS)
- Exhibit G: Memorandum to ED Grantees Regarding the Use of Grant Funds for Conferences and Meetings

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day specified in Section 2.1 of this Agreement.

Designated FCFC Agency for Early Intervention: Fairfield County Board of Commissioners

County: Fairfield

Name: Steve Davis

Title: President

Signature:  Date: 6/13/2023

Ohio Department of Developmental Disabilities
Diane Fox
Assistant Deputy Director

By: _____

Date: _____

DODD Reviewed: _____

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the SFY 2024 Help Me Grow Early Intervention Contract for Services between the Fairfield County Commissioners, as administrative agent of the Fairfield County Family and Children First Council and the Lancaster-Fairfield Community Action Agency.

(Fairfield County Family and Children First Council)

Approved as to form on 10/25/2023 10:45:44 AM by Amy Brown-Thompson,



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

Resolution No. 2023-10.31.n

A resolution authorizing the SFY 2024 Help Me Grow Early Intervention Contract for Services between the Fairfield County Commissioners, as administrative agent of the Fairfield County Family and Children First Council and the Lancaster-Fairfield Community Action Agency.

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category

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: 17231700, Capital Outlay
To: 17231700, Contractual Services

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$5,000.00

From: 17231700-574000 Capital Outlay \$5,000.00
To: 17231700-530000 Contractual Services \$5,000.00

Signature Page

Resolution No. 2023-10.31.o

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category Fund #2317.

(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 Approving an Account-to-Account Transfer into a Major Expenditure Object Category

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 \$971.75 is hereby authorized as follows:

From: 17203600 Contractual Services
To: 17203600 Materials & Supplies

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$971.75

From:	17203600-530000-SUB24	\$971.75
To:	17203600-563000-SUB24	\$971.75

Resolution No. 2023-10.31.p

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2036.

(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 Approving an Account-to-Account Transfer into a Major Expenditure Object Category

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 \$460.00 is hereby authorized as follows:

From: 17288200, Contractual Services
To: 17288200, Materials and Supplies

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$460.00

From: 17288200-530000 Contractual Services \$460.00
To: 17288200-563000 Food \$460.00

Signature Page

Resolution No. 2023-10.31.q

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category, Fund #2882.

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchase of seven (7) marked vehicles from Chapman Ford.

Sheriff

WHEREAS, the Fairfield County Sheriff's Office is requesting the Board of Commissioners approval to purchase seven (7) Ford Interceptors from Chapman Ford, 1255 Columbus Avenue, Marysville, Ohio 43040; and

WHEREAS, the purpose of the vehicles is for use by the Fairfield County Sheriff's Office in its daily operations; and

WHEREAS, Chapman Ford in Marysville, Ohio has the DAS contract for the Ford Police Interceptor Utility; and

WHEREAS, seven (7) Ford Interceptors are available through Chapman Ford at a cost of \$46,745.00.00 each, including delivery;

WHEREAS, the total cost for the seven (7) vehicles including delivery will be \$327,215.00;

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

Section 1. That the Board of Commissioners approves the purchase of seven (7) Ford Interceptors for \$327,215.00.

Prepared by: Elisa Dowdy / James E Nicolai

cc: Sheriff's Office
Commissioners' Office

Fairfield County Sheriff's Office

Alex Lape, Sheriff



Memorandum

TO: Sheriff Alex Lape

CC: CD Jared Collins; Lt. Jason Hodder

FROM: James Nicolia

DATE: 09/06/2023

RE: 2024 Fleet Purchase Update

As you are aware, over the past few months there have been rumors circulating that next year's vehicle purchase will be quite different than in the past. I have tried to verify all the rumors, but no one is willing to provide documentation, other than what has been sent out in emails. What I do know is that the order bank for 2024 Model Year Fords will open in October and will be a limited run based on available information. Ford will only offer the allotted numbers to cancelled 2023 orders. However, due to some unscrupulous actions by numerous dealerships across the nation, Ford is requiring all new orders moving forward to have a verifiable P.O. attached to them.

In November, Ford will open a new order bank for 2025 Model Year vehicles that will be delivered in 2024. Again, there will be a limited number available, and Ford intends to base the agency order off previous numbers. In other words, if you ordered 10 cars in the past, you will not be able to order 20 cars during this phase. Again, all order will be required to have a verifiable P.O. attached.

Based on this limited information, I feel it is necessary to change the way we have been ordering vehicles in the past to make sure we do not loose our opportunity to replenish our fleet on an annual basis. As in years past, to be able to provide a safe working fleet, we have to replenish our front-line vehicles annually, due to the number of miles driven in a given year and normal wear & tear.

At this time, a DAS contract has not been issued for 2024 Law Enforcement Vehicle purchases, so I am unable to give an exact figure on costs. However, based on the trend the past few years, I would say that an increase of 10% over 2023 Model Year costs would not be out of line. This year, our cost was \$43,889 for a marked unit and \$42,318 for unmarked. For the 2025 Model Year run, the increase would be approximately \$48,278 for a marked unit and \$46,550 for an unmarked unit. Upfitting would add additional costs to each unit, but a P.O. would not be required for this cost until next year.

If I receive any additional information, I will let you know. Hopefully the DAS contract will be completed next month. I am not sure if it will be too late for the budget retreat.

Respectfully,

Detective James E Nicolia

TO SERVE AND PROTECT

221 East Main Street; Lancaster, Ohio 43130

PHONE: 740-652-7900 - 1-800-808-5223

Fairfield County Sheriff's Office

Alex Lape, Sheriff

Memorandum



TO: Sheriff Alex Lape

CC: CD Jared Collins; Lt. Jason Hodder

FROM: James Nicolia

DATE: 10/09/2023

RE: Purchase of seven (7) 2025 Marked Vehicles and three (3) 2025 Unmarked Vehicles

As in years past, due to the amount of driving and wear & tear, the Patrol vehicles are subjected to daily, it is necessary to replace the frontline vehicles. Therefore; I am recommending that the County purchase seven (7) vehicles to replenish our fleet.

The Administration and Detective Bureaus are also in need of replacement vehicles, as there are fewer unmarked vehicles available for fleet and administrative use. Therefore; I am recommending that the County purchase three (3) unmarked vehicles to help replenish our fleet.

I have researched the various Ohio DAS contracts, and here are my findings.

Chapman Ford in Marysville, Ohio has the contract for the Ford Police Interceptor Utility. The base price is \$43,664.00 for the AWD model. Several options are needed bringing the total per vehicle to \$46,745.00 for Marked and \$46,727.00 for Unmarked.

Over the past years, we have been purchasing the Ford Police Interceptor Utility, therefore; I would recommend purchasing them again this year in order to maintain the ability to more easily transfer equipment from one vehicle to the next.

As we've discussed over the past several months, Ford is requiring all vehicle order to have a purchase order assigned at the time the order is placed with the Dealership. Ford is also limiting the run for Police Interceptor Utilities, meaning we have a small window of opportunity to submit our request for new vehicles in 2024. Ford has already shut off the purchasing for the 2024 model year, as this was being used to fill orders for 2023 models that were previously cancelled. Ford is redesigning the Police Interceptor and will be selling the 2025 model year vehicle during the order bank which is scheduled to open next month.

Therefore, it is imperative that we obtain authorization and purchase orders for next years' purchase as soon as possible, prior to the close of the order bank.

Respectfully,

A blue ink signature of Detective James E Nicolia.

Detective James E Nicolia

TO SERVE AND PROTECT

221 East Main Street; Lancaster, Ohio 43130

PHONE: 740-652-7900 - 1-800-808-5223

FAIRFIELD COUNTY SHERIFF'S OFFICE
ALEX LAPE, SHERIFF

Request by:	Det. James E Nicolia	Date:	04/04/23
Supervisor Approval:	Sheriff Alex Lape	Division:	Admin
Vendor's Number:	17334	Vendor's Phone:	937-642-0015
Vendor's Name:	Chapman Ford		
Vendor's REMIT Address:	1255 Columbus Avenue; Marysville, Ohio 43040		

Quantity	Item	Unit Price	Total Price
7	2025 Ford Police Interceptor Utility - Patrol	43,664.00	\$305,648.00
7	Options for patrol use	2,781.00	\$19,467.00
7	Delivery Fee	300.00	\$2,100.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal	do not add more items on this line	46,745.00	\$327,215.00
Shipping			\$0.00
Total			\$327,215.00

Request Approved By: Sherriff Lopez
Request Denied By: _____
Purchase Order no. Assigned: _____

Date: 10-18-2023
Date:

Bill To:

Fairfield County Sheriff's Office
Attn: Billing
345 Lincoln Avenue
Lancaster, Ohio 43130
740-652-7327

Ship to:

ATTN: Detective James E. Nicolia
Fairfield County Sheriff's Office



STATE BID PRICING

DATE: October 09,2023

Phone: (740) 652-7248 - James Nicolia

CUSTOMER: Fairfield County Commissioners
210 East Main Street
Lancaster, Ohio 43130

Fax: (740) 687-1102

2025 Explorer Interceptor Order Form CONTRACT NUMBER RSI015078

<u>Qty.</u>	<u>Code</u>	<u>Item #</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
			STATE BID BASE PRICE WITH GAS ENGINE		
7	K8A	K8A	2025 FORD POLICE UTILITY 4DR POLICE SPECIAL	\$43,664.00	\$305,648.00
0	ESP		ESP Extra 5YR/100,000 MILE WARRANTY	\$3,195.00	\$0.00
0	ESP 2		ESP PREMIUM 6YR/125,000 MILE WARRANTY	\$3,695.00	\$0.00
0					\$0.00
0			ENGINE OPTIONS		\$0.00
0					\$0.00
0	99B		HYBRID ENGINE	\$3,300.00	\$0.00
0	99C		3.0 L ECHO BOOST ENGINE V-6	\$1,388.00	\$0.00

0				\$0.00
0		FREE STANDING OPTIONS		\$0.00
0				\$0.00
0	593	PREMETER ALARM SYSTEM	\$674.00	\$0.00
0	17A	AUX AIR CONDITIONING REAR A;C	\$593.00	\$0.00
0		H7 AGM Battery	\$0.00	\$0.00
0	19K	H8 AGM BATTERY	\$107.00	\$0.00
0	55B	BLIND SPOT MONITORING SYSTEM	\$536.00	\$0.00
0	90F	BALLISTIC DOOR PANELS LVL 1V + DRIVER FRONT DOOR ONLY	\$2,595.00	\$0.00
0	90D	BALLISTIC DOOR PANELS LVL 111 + DRIVER FRONT DOOR ONLY	\$1,695.00	\$0.00
0	90E	BALLISTIC DOOR PANELS LVL 111 + DRIVER & PASS FRONT DOOR ONLY	\$3,295.00	\$0.00
0	90G	BALLISTIC DOOR PANELS LVL 1V + DRIVER & PASS FRONT DOOR ONLY	\$4,995.00	\$0.00
0	19V	REAR CAMERA ON DEMAND	\$229.00	\$0.00
0	87R	REAR VIEW CAMERA		\$0.00
0		18" BLACK PAINTED STEEL WHEELS	\$0.00	\$0.00
0		18" PAINTED ALUMINUM WHEELS	\$474.00	\$0.00
0		4G LTE WI-FI HOTSPOT	\$0.00	\$0.00
7		4G LTE WI-FI HOTSPOT CREDIT	-\$20.00	-\$140.00
0		CENTRE CONS MOUNTING PLATE 1	\$0.00	\$0.00
0		FRONT CONSOLE MOUNTING PLATE DELETE	\$0.00	\$0.00
7		PRE-COLLISION ASSIST	\$144.00	\$1,008.00
0		OBD-11 SPLIT CONNECTOR	\$54.00	\$0.00
7	21L	FRONT WARNING AUXILIARY LIGHT	\$599.00	\$4,193.00
0		INCLUDES OPTION 60A GRILL PRE WIRING		\$0.00
0		CONFIG DAYTIME RUNNING LIGHTS	\$0.00	\$0.00
0	942	DAYTIME RUNNING LIGHTS	\$44.00	\$0.00
0		ENGINE BLOCK HEATER	\$89.00	\$0.00
0		12.1" INTEGRATED COMPUTER SCREEN	\$2,744.00	\$0.00
0		4.2" COLOR LCD SCREEN	\$0.00	\$0.00
0	68G	HID PLUNG W/R HANDLE INOPERABLE	\$159.00	\$0.00
0		INCLUDES REAR DOOR HANDLE, LOCKs and WINDOWS INOPERABLE		\$0.00
0		100 WATT SIREN / SPEAKER	\$314.00	\$0.00
7	43D	COURTESY LAMP DISABLE - DARK CAR FEATURE	\$25.00	\$175.00
7		KEYED ALIKE - KEY CODE B	\$49.00	\$343.00

0		KEYED ALIKE - KEY CODE C	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE D	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE E	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE F	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE G	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE J	\$49.00	\$0.00
0	55F	4 REMOTE FOBS & FOUR KEYS	\$339.00	\$0.00
7		FRONT LICENSE PLATE BRACKET	\$0.00	\$0.00
0		POWER DOORS	\$0.00	\$0.00
7		REAR DR HANDLE AND LOCK INOPERABLE	\$74.00	\$518.00
7		SIDE MARKER LIGHTS SKULL CAPS	\$339.00	\$2,373.00
0		INCLUDES OPTION 60A GRILL PREWIRING		\$0.00
7		DUAL POWER HEATED FOLD BACK MIRROR	\$544.00	\$3,808.00
0		INCLUDES BLIND SPOT MONITORING		\$0.00
0		DUEL REMOTE EXTERIOR MIRRORS	\$0.00	\$0.00
0	549	POWER MIRROR/SPOTTER/HEATED	\$59.00	\$0.00
0		INSIDE REAR VIEW MIRROR	\$0.00	\$0.00
7		REAR VIEW MIRROR W REAR CAMERA	\$0.00	\$0.00
0		GLOBAL LOCK / UNLOCK	\$0.00	\$0.00
0		LIFTGATE RELEASE SWITCH	\$0.00	\$0.00
0	51T	SPOT LAMP LED DUAL - WHELEN	\$664.00	\$0.00
0		SPOT LAMP LED DUAL - UNITY	\$619.00	\$0.00
0		SPOT LAMP PRE DRIVER & PASSENGER	\$279.00	\$0.00
0	47A	POLICE ENGINE IDLE FEATURE	\$259.00	\$0.00
7	76R	REVERSE SENSING SYSTEM	\$274.00	\$1,918.00
0		NOISE SUPPRESSION BOND STRAPS	\$99.00	\$0.00
0		REAR BUMPER STEP PAD	\$94.00	\$0.00
0		3RD ROW OVERHEAD MAP LIGHT	\$0.00	\$0.00
0	17T	CARGO DOME LAMP RED/WHITE	\$49.00	\$0.00
0		REAR CONSOLE MOUNTING PLATE	\$44.00	\$0.00
0		REAR QUARTER GLASS LIGHTS	\$574.00	\$0.00
0		8-WAY POWER PASSENGER SEATS	\$324.00	\$0.00
0		MANUAL 2-WAY PASS SEAT ADJUST	\$0.00	\$0.00
0		2ND ROW SPLIT FOLDING SEAT	\$0.00	\$0.00

0		REAR CENTER SEAT DELETE	\$0.00	\$0.00
0		PERIMETER ANTI THEFT ALARM	\$459.00	\$0.00
0		INCLUDES KEYLESS ENTRY AND 4 FOBS		\$0.00
0		RR SPOILER TRAFFIC WARNING LED LT	\$1,494.00	\$0.00
0		FRONT INTERIOR VISOR LIGHT BAR	\$1,144.00	\$0.00
0		REAR AUXILIARY LIFTGATE LIGHT	\$394.00	\$0.00
7		SPOT LAMP LED DRIVER - WHELEN	\$419.00	\$2,933.00
0		REMOVE SPOT LAMP	\$0.00	\$0.00
0		CARGO STORAGE UNIT	\$244.00	\$0.00
7		BADGE DELETE	\$0.00	\$0.00
0		INTERCEPTOR BADGE	\$0.00	\$0.00
0		LED TAILLAMPS W AMBER TURN SIGNAL	\$0.00	\$0.00
0		REAR TAIL LAMP HOUSING ONLY	\$59.00	\$0.00
7		UNDERBODY DEFLECTOR PLATE	\$334.00	\$2,338.00
0	59L	18" FULL FACE WHEEL COVERS	\$59.00	\$0.00
0		ALUMINUM WHEEL HUBCAPS	\$0.00	\$0.00
0		E MARKED SOLAR GLASS	\$119.00	\$0.00
0		PRIVACY GLASS	\$0.00	\$0.00
0		SOLAR TINT 2ND ROW ONLY	\$84.00	\$0.00
0	60A	WIRING GRILL/LAMP/SIREN/SPEAKERS	\$49.00	\$0.00
0	GLEDS	GRILL LEDS, (INCLUDES OPTION 60A GRILL PRE WIRING)	\$504.00	\$0.00
0		INCLUDES POLICE WIRE CONNECTOR KIT REAR		\$0.00
0		INSTALLED AFTER ARRIVAL FROM FACTORY		\$0.00
0		1ST AND 2ND ROW CARPET FLOOR INCLUDES FLOOR MATS	\$124.00	\$0.00
0		RUBBER FLOOR COVERING	\$0.00	\$0.00
0				\$0.00
0		FREE STANDING PACKAGES		\$0.00
0				\$0.00
0		INTERIOR UPGRADE PACKAGE	\$389.00	\$0.00
0		LOW BAND NOISE SUPP KIT	\$194.00	\$0.00
0		FRONT HEADLAMP LIGHTING SOLUTION	\$894.00	\$0.00
0		INCLUDES OPTION 60A GRILL PREWIRING		\$0.00
0		TAIL LAMP LIGHTING SOLUTION	\$429.00	\$0.00
0		INCLUDES REAR TAIL LIGHT HOUSING		\$0.00

0	VSO	REAR LIGHTING SOLUTION - BLUE BLUE + 120	\$574.00	\$0.00
0	VSO	LIGHTING SOLUTION RED/BLUE OR RED/RED OR BLUE/BLUE	\$699.00	\$0.00
0		READY FOR THE ROAD PACKAGE BETTER TO GO AFTERMARKET	\$3,594.00	\$0.00
0	RREADY	ROAD READY WITH LED LIGHTBAR, CONSOLE, CAGES, SIREN SPEAKER	\$7,995.00	\$0.00
0		WHELEN JUSTICE LIGHT BAR, 4 CORNER LEDS, CONSOLE CONTROLS, PARTITION CAGE, REAR CAGE		
0		INSTALLED AFTER ARRIVAL PER YOUR SPECS		\$0.00
0	DECAL KITS	REFELCTIVE	\$900.00	\$0.00
0	DECAL KITS	NON-REFELCTIVE	\$500.00	\$0.00
0		INSTALLED AFTER ARRIVAL PER YOUR SPECS		\$0.00
0		ULTIMATE WIRING PACKAGE INCLUDES REAR CONSOLE MOUNTING PLATE	\$743.00	\$0.00
0		ALSO INCLUDES POLICE WIRE KIT REAR		\$0.00
0		TRAILER TOW PACKAGE	STANDARD	
0		POL WIRE HARNESS KIT	\$184.00	\$0.00
0		INCLUDES POLICE WIRE CONNECTOR KIT		\$0.00
0	REMOTE START SYS	REMOTE START WITH FOBS	\$745.00	\$0.00
0	ARKEY	ONE EXTRA KEY & FOB	\$329.00	\$0.00
0	NR	NO REMOTES	\$0.00	\$0.00
0		TRAILER HITCH	STANDARD	
0		SYNC	STANDARD	
0				\$0.00
0	SPECIAL PAINT	SPECIAL PAINT GREEN, RED, BROWN, & MORE CALL FOR AVAILABILITY	\$1,595.00	\$0.00
7	MINIMUM DELIVERY FEE		\$300.00	\$2,100.00
				\$0.00
	TOTAL			\$327,215.00

_____ OXFORD WHITE
 X _____ AGATE BLACK
 _____ ICONIC SILVER
 _____ DARK BLUE
 _____ DARK TORREDOR RED
 _____ STERLING GREY
 _____ VERMILLION RED
 _____ CARBONIZED GRAY

_____ SILVER GRAY METALLIC
 _____ BLUE METTALIC
 _____ ROYAL BLUE
 _____ MEDIUM TITANIUM METALLIC
 _____ ARIZONA BEIGE METALLIC
 _____ LIGHT BLUE METALLIC
 _____ KODIAK BROWN
 _____ MEDIUM BROWN METALLIC

Please email your quotation, purchase order and order contact form to our government sales office at frankbeaver@fordohio.com or Jay@fordohio.com
Within 3-5 business days you should receive an order conformation from our office to confirm your order.

Thank You From All of Us at Chapman Ford

Chapman Ford Fleet Team
1255 Columbus Ave.
Marysville, Ohio 43040

Frank Beaver
Fleet & Commercial Sales director
Government Sales Department
Frankbeaver@fordohio.com
6145700702

Jay Gahm
Fleet & Commerical Sales
Government Sales Department
Jay@fordohio.com
5739799413

SELLER

DATE:

BUYER

DATE

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 # **23007220 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

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BOB CHAPMAN FORD INC
1255 COLUMBUS AVE
MARYSVILLE, OH 43040

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FAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
937-642-0015				7826					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/25/2023		17334		10/25/2023				SHERIFF-ADMIN	
NOTES									

PO Requisitioner Name : Mendi Kay Rarey

E mail Address : mendi.rarey@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	7) 2025 FORD POLICE INTERCEPTOR UTILITY-PATROL 43664.00E 7) OPTIONS FOR PATROL USE 2781.00E 7) DELIVERY FEE 300.00E GL Account: 23100101 - 574200	7.0	EACH	\$46,745.00	\$327,215.00
					\$327,215.00

GL SUMMARY					
	23100101 - 574200				\$327,215.00

Invoice Date ___/___/___ Invoice Amount \$_____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$327,215.00 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: 10/25/2023

Carri L. Brown

Auditor Fairfield County, OH

Purchase Order Total

\$327,215.00

For Department Use ONLY

Resolution No. 2023-10.31.r

A resolution to approve the purchase of seven (7) marked vehicles from Chapman Ford

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the purchase of three (3) unmarked vehicles from Chapman Ford.

Sheriff

WHEREAS, the Fairfield County Sheriff's Office is requesting the Board of Commissioners approval to purchase three (3) Ford Interceptors from Chapman Ford, 1255 Columbus Avenue, Marysville, Ohio 43040; and

WHEREAS, the purpose of the vehicles is for use by the Fairfield County Sheriff's Office in its daily operations; and

WHEREAS, Chapman Ford in Marysville, Ohio has the DAS contract for the Ford Police Interceptor Utility; and

WHEREAS, three (3) Ford Interceptors are available through Chapman Ford at a cost of \$46,727.00 each, including delivery;

WHEREAS, the total cost for the three (3) vehicles including delivery will be \$140,181.00;

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

Section 1. That the Board of Commissioners approves the purchase of three (3) Ford Interceptors for \$140,181.00.

Prepared by: Elisa Dowdy / James E Nicolai

cc: Sheriff's Office
Commissioners' Office

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Revisions: 001

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23007221 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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OFAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327V
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RBOB CHAPMAN FORD INC
1255 COLUMBUS AVE
MARYSVILLE, OH 43040S
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OFAIRFIELD COUNTY SHERIFF
345 LINCOLN AVE
LANCASTER, OH 43130
Phone: 740-652-7327

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER		DELIVERY REFERENCE			
937-642-0015				7827					
DATE ORDERED		VENDOR NUMBER		DATE REQUIRED		FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION	
10/25/2023		17334		10/25/2023				SHERIFF-ADMIN	
NOTES									

PO Requisitioner Name : Mendi Kay Rarey

E mail Address : mendi.rarey@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	3) 2025 FORD POLICE INTERCEPTOR UTILITY-ADMIN 43664.00E 3) OPTIONS FOR UNMARKED USE 2763.00E 3) DELIVERY FEE 300.00E GL Account: 23100101 - 574200	3.0	EACH	\$46,727.00	\$140,181.00
					\$140,181.00

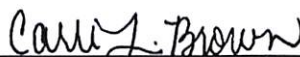
GL SUMMARY					
23100101 - 574200				\$140,181.00	

Invoice Date ___/___/___ Invoice Amount \$_____ To Be paid ___/___/___ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$140,181.00 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: 10/25/2023



Auditor Fairfield County, OH

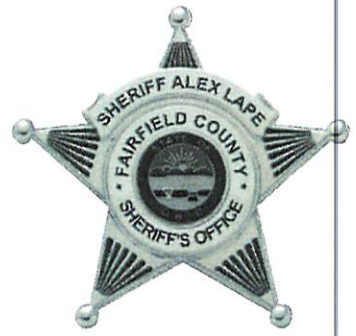
Purchase Order Total **\$140,181.00**

For Department Use ONLY

Fairfield County Sheriff's Office

Alex Lape, Sheriff

Memorandum



TO: Sheriff Alex Lape

CC: CD Jared Collins; Lt. Jason Hodder

FROM: James Nicolia

DATE: 09/06/2023

RE: 2024 Fleet Purchase Update

As you are aware, over the past few months there have been rumors circulating that next year's vehicle purchase will be quite different than in the past. I have tried to verify all the rumors, but no one is willing to provide documentation, other than what has been sent out in emails. What I do know is that the order bank for 2024 Model Year Fords will open in October and will be a limited run based on available information. Ford will only offer the allotted numbers to cancelled 2023 orders. However, due to some unscrupulous actions by numerous dealerships across the nation, Ford is requiring all new orders moving forward to have a verifiable P.O. attached to them.

In November, Ford will open a new order bank for 2025 Model Year vehicles that will be delivered in 2024. Again, there will be a limited number available, and Ford intends to base the agency order off previous numbers. In other words, if you ordered 10 cars in the past, you will not be able to order 20 cars during this phase. Again, all order will be required to have a verifiable P.O. attached.

Based on this limited information, I feel it is necessary to change the way we have been ordering vehicles in the past to make sure we do not loose our opportunity to replenish our fleet on an annual basis. As in years past, to be able to provide a safe working fleet, we have to replenish our front-line vehicles annually, due to the number of miles driven in a given year and normal wear & tear.

At this time, a DAS contract has not been issued for 2024 Law Enforcement Vehicle purchases, so I am unable to give an exact figure on costs. However, based on the trend the past few years, I would say that an increase of 10% over 2023 Model Year costs would not be out of line. This year, our cost was \$43,889 for a marked unit and \$42,318 for unmarked. For the 2025 Model Year run, the increase would be approximately \$48,278 for a marked unit and \$46,550 for an unmarked unit. Upfitting would add additional costs to each unit, but a P.O. would not be required for this cost until next year.

If I receive any additional information, I will let you know. Hopefully the DAS contract will be completed next month. I am not sure if it will be too late for the budget retreat.

Respectfully,

Detective James E Nicolia

TO SERVE AND PROTECT

221 East Main Street; Lancaster, Ohio 43130

PHONE: 740-652-7900 - 1-800-808-5223

Fairfield County Sheriff's Office

Alex Lape, Sheriff

Memorandum



TO: Sheriff Alex Lape

CC: CD Jared Collins; Lt. Jason Hodder

FROM: James Nicolia

DATE: 10/09/2023

RE: Purchase of seven (7) 2025 Marked Vehicles and three (3) 2025 Unmarked Vehicles

As in years past, due to the amount of driving and wear & tear, the Patrol vehicles are subjected to daily, it is necessary to replace the frontline vehicles. Therefore; I am recommending that the County purchase seven (7) vehicles to replenish our fleet.

The Administration and Detective Bureaus are also in need of replacement vehicles, as there are fewer unmarked vehicles available for fleet and administrative use. Therefore; I am recommending that the County purchase three (3) unmarked vehicles to help replenish our fleet.

I have researched the various Ohio DAS contracts, and here are my findings.

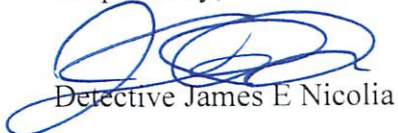
Chapman Ford in Marysville, Ohio has the contract for the Ford Police Interceptor Utility. The base price is \$43,664.00 for the AWD model. Several options are needed bringing the total per vehicle to \$46,745.00 for Marked and \$46,727.00 for Unmarked.

Over the past years, we have been purchasing the Ford Police Interceptor Utility, therefore; I would recommend purchasing them again this year in order to maintain the ability to more easily transfer equipment from one vehicle to the next.

As we've discussed over the past several months, Ford is requiring all vehicle order to have a purchase order assigned at the time the order is placed with the Dealership. Ford is also limiting the run for Police Interceptor Utilities, meaning we have a small window of opportunity to submit our request for new vehicles in 2024. Ford has already shut off the purchasing for the 2024 model year, as this was being used to fill orders for 2023 models that were previously cancelled. Ford is redesigning the Police Interceptor and will be selling the 2025 model year vehicle during the order bank which is scheduled to open next month.

Therefore, it is imperative that we obtain authorization and purchase orders for next years' purchase as soon as possible, prior to the close of the order bank.

Respectfully,


Detective James E. Nicolia

TO SERVE AND PROTECT

221 East Main Street; Lancaster, Ohio 43130

PHONE: 740-652-7900 - 1-800-808-5223

FAIRFIELD COUNTY SHERIFF'S OFFICE
ALEX LAPE, SHERIFF

Ship to:
ATTN: Detective James E. Nicolia
Fairfield County Sheriff's Office



STATE BID PRICING

DATE: October 09,2023

Phone: (740) 652-7248 - James Nicolia

CUSTOMER: Fairfield County Commisioners
210 East Main Street
Lancaster, Ohio 43130

Fax: (740) 687-1102

2025 Explorer Interceptor Order Form CONTRACT NUMBER RSI015078

<u>Qty.</u>	<u>Code</u>	<u>Item #</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
			STATE BID BASE PRICE WITH GAS ENGINE		
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0					\$0.00
0			ENGINE OPTIONS		\$0.00
0					\$0.00
0	99B		HYBRID ENGINE	\$3,300.00	\$0.00
0	99C		3.0 L ECHO BOOST ENGINE V-6	\$1,388.00	\$0.00

0			\$0.00
0		FREE STANDING OPTIONS	\$0.00
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0	87R	REAR VIEW CAMERA	\$0.00
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3		18" PAINTED ALUMINUM WHEELS	\$474.00 \$1,422.00
0		4G LTE WI-FI HOTSPOT	\$0.00 \$0.00
3		4G LTE WI-FI HOTSPOT CREDIT	-\$20.00 -\$60.00
0		CENTRE CONS MOUNTING PLATE 1	\$0.00 \$0.00
3		FRONT CONSOLE MOUNTING PLATE DELETE	\$0.00 \$0.00
3		PRE-COLLISION ASSIST	\$144.00 \$432.00
0		OBD-11 SPLIT CONNECTOR	\$54.00 \$0.00
3	21L	FRONT WARNING AUXILIARY LIGHT	\$599.00 \$1,797.00
0		INCLUDES OPTION 60A GRILL PRE WIRING	\$0.00
0		CONFIG DAYTIME RUNNING LIGHTS	\$0.00 \$0.00
0	942	DAYTIME RUNNING LIGHTS	\$44.00 \$0.00
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0		12.1" INTEGRATED COMPUTER SCREEN	\$2,744.00 \$0.00
0		4.2" COLOR LCD SCREEN	\$0.00 \$0.00
0	68G	HID PLUNG W/R HANDLE INOPERABLE	\$159.00 \$0.00
0		INCLUDES REAR DOOR HANDLE, LOCKs and WINDOWS INOPERABLE	\$0.00
0		100 WATT SIREN / SPEAKER	\$314.00 \$0.00
3	43D	COURTESY LAMP DISABLE - DARK CAR FEATURE	\$25.00 \$75.00
0		KEYED ALIKE - KEY CODE B	\$49.00 \$0.00

0		KEYED ALIKE - KEY CODE C	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE D	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE E	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE F	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE G	\$49.00	\$0.00
0		KEYED ALIKE - KEY CODE J	\$49.00	\$0.00
0	55F	4 REMOTE FOBS & FOUR KEYS	\$339.00	\$0.00
0		FRONT LICENSE PLATE BRACKET	\$0.00	\$0.00
0		POWER DOORS	\$0.00	\$0.00
0		REAR DR HANDLE AND LOCK INOPERABLE	\$74.00	\$0.00
0		SIDE MARKER LIGHTS SKULL CAPS	\$339.00	\$0.00
0		INCLUDES OPTION 60A GRILL PREWIRING		\$0.00
3		DUAL POWER HEATED FOLD BACK MIRROR	\$544.00	\$1,632.00
0		INCLUDES BLIND SPOT MONITORING		\$0.00
0		DUEL REMOTE EXTERIOR MIRRORS	\$0.00	\$0.00
0	549	POWER MIRROR/SPOTTER/HEATED	\$59.00	\$0.00
0		INSIDE REAR VIEW MIRROR	\$0.00	\$0.00
3		REAR VIEW MIRROR W REAR CAMERA	\$0.00	\$0.00
0		GLOBAL LOCK / UNLOCK	\$0.00	\$0.00
0		LIFTGATE RELEASE SWITCH	\$0.00	\$0.00
0	51T	SPOT LAMP LED DUAL - WHELEN	\$664.00	\$0.00
0		SPOT LAMP LED DUAL - UNITY	\$619.00	\$0.00
0		SPOT LAMP PRE DRIVER & PASSENGER	\$279.00	\$0.00
0	47A	POLICE ENGINE IDLE FEATURE	\$259.00	\$0.00
3	76R	REVERSE SENSING SYSTEM	\$274.00	\$822.00
0		NOISE SUPPRESSION BOND STRAPS	\$99.00	\$0.00
0		REAR BUMPER STEP PAD	\$94.00	\$0.00
0		3RD ROW OVERHEAD MAP LIGHT	\$0.00	\$0.00
0	17T	CARGO DOME LAMP RED/WHITE	\$49.00	\$0.00
0		REAR CONSOLE MOUNTING PLATE	\$44.00	\$0.00
0		REAR QUARTER GLASS LIGHTS	\$574.00	\$0.00
0		8-WAY POWER PASSENGER SEATS	\$324.00	\$0.00
0		MANUAL 2-WAY PASS SEAT ADJUST	\$0.00	\$0.00
0		2ND ROW SPLIT FOLDING SEAT	\$0.00	\$0.00

0		REAR CENTER SEAT DELETE	\$0.00	\$0.00
0		PERIMETER ANTI THEFT ALARM	\$459.00	\$0.00
0		INCLUDES KEYLESS ENTRY AND 4 FOBS		\$0.00
0		RR SPOILER TRAFFIC WARNING LED LT	\$1,494.00	\$0.00
0		FRONT INTERIOR VISOR LIGHT BAR	\$1,144.00	\$0.00
0		REAR AUXILIARY LIFTGATE LIGHT	\$394.00	\$0.00
0		SPOT LAMP LED DRIVER - WHELEN	\$419.00	\$0.00
3		REMOVE SPOT LAMP	\$0.00	\$0.00
0		CARGO STORAGE UNIT	\$244.00	\$0.00
3		BADGE DELETE	\$0.00	\$0.00
0		INTERCEPTOR BADGE	\$0.00	\$0.00
0		LED TAILLAMPS W AMBER TURN SIGNAL	\$0.00	\$0.00
0		REAR TAIL LAMP HOUSING ONLY	\$59.00	\$0.00
3		UNDERBODY DEFLECTOR PLATE	\$334.00	\$1,002.00
0	59L	18" FULL FACE WHEEL COVERS	\$59.00	\$0.00
0		ALUMINUM WHEEL HUBCAPS	\$0.00	\$0.00
0		E MARKED SOLAR GLASS	\$119.00	\$0.00
0		PRIVACY GLASS	\$0.00	\$0.00
0		SOLAR TINT 2ND ROW ONLY	\$84.00	\$0.00
0	60A	WIRING GRILL/LAMP/SIREN/SPEAKERS	\$49.00	\$0.00
0	GLEDS	GRILL LEDS, (INCLUDES OPTION 60A GRILL PRE WIRING)	\$504.00	\$0.00
0		INCLUDES POLICE WIRE CONNECTOR KIT REAR		\$0.00
0		INSTALLED AFTER ARRIVAL FROM FACTORY		\$0.00
0		1ST AND 2ND ROW CARPET FLOOR INCLUDES FLOOR MATS	\$124.00	\$0.00
0		RUBBER FLOOR COVERING	\$0.00	\$0.00
0				\$0.00
0		FREE STANDING PACKAGES		\$0.00
0				\$0.00
3		INTERIOR UPGRADE PACKAGE	\$389.00	\$1,167.00
0		LOW BAND NOISE SUPP KIT	\$194.00	\$0.00
0		FRONT HEADLAMP LIGHTING SOLUTION	\$894.00	\$0.00
0		INCLUDES OPTION 60A GRILL PREWIRING		\$0.00
0		TAIL LAMP LIGHTING SOLUTION	\$429.00	\$0.00
0		INCLUDES REAR TAIL LIGHT HOUSING		\$0.00

0	VSO	REAR LIGHTING SOLUTION - BLUE BLUE + 120	\$574.00	\$0.00
0	VSO	LIGHTING SOLUTION RED/BLUE OR RED/RED OR BLUE/BLUE	\$699.00	\$0.00
0		READY FOR THE ROAD PACKAGE BETTER TO GO AFTERMARKET	\$3,594.00	\$0.00
0	RREADY	ROAD READY WITH LED LIGHTBAR, CONSOLE, CAGES, SIREN SPEAKER	\$7,995.00	\$0.00
0		WHELEN JUSTICE LIGHT BAR, 4 CORNER LEDS, CONSOLE CONTROLS, PARTITION CAGE, REAR CAGE		
0		INSTALLED AFTER ARRIVAL PER YOUR SPECS		\$0.00
0	DECAL KITS	REFELCTIVE	\$900.00	\$0.00
0	DECAL KITS	NON-REFELCTIVE	\$500.00	\$0.00
0		INSTALLED AFTER ARRIVAL PER YOUR SPECS		\$0.00
0		ULTIMATE WIRING PACKAGE INCLUDES REAR CONSOLE MOUNTING PLATE	\$743.00	\$0.00
0		ALSO INCLUDES POLICE WIRE KIT REAR		\$0.00
0		TRAILER TOW PACKAGE	STANDARD	
0		POL WIRE HARNESS KIT	\$184.00	\$0.00
0		INCLUDES POLICE WIRE CONNECTOR KIT		\$0.00
0	REMOTE START SYS	REMOTE START WITH FOBS	\$745.00	\$0.00
0	ARKEY	ONE EXTRA KEY & FOB	\$329.00	\$0.00
0	NR	NO REMOTES	\$0.00	\$0.00
0		TRAILER HITCH	STANDARD	
0		SYNC	STANDARD	
0				\$0.00
0	SPECIAL PAINT	SPECIAL PAINT GREEN, RED, BROWN, & MORE CALL FOR AVAILABILITY	\$1,595.00	\$0.00
3	MINIMUM DELIVERY FEE		\$300.00	\$900.00
				\$0.00
	TOTAL			\$140,181.00

x _____ OXFORD WHITE
 _____ AGATE BLACK
 _____ ICONIC SILVER
 _____ DARK BLUE
 _____ DARK TORREDOR RED
 _____ STERLING GREY
 _____ VERMILLION RED
 x _____ CARBONIZED GRAY

_____ SILVER GRAY METALLIC
 _____ BLUE METTALIC
 _____ ROYAL BLUE
 _____ MEDIUM TITANIUM METALLIC
 _____ ARIZONA BEIGE METALLIC
 _____ LIGHT BLUE METALLIC
 x _____ KODIAK BROWN
 _____ MEDIUM BROWN METALLIC

Please email your quotation, purchase order and order contact form to our government sales office at frankbeaver@fordohio.com or Jay@fordohio.com
Within 3-5 business days you should receive an order conformation from our office to confirm your order.

Thank You From All of Us at Chapman Ford

Chapman Ford Fleet Team
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6145700702

Jay Gahm
Fleet & Commerical Sales
Government Sales Department
Jay@fordohio.com
5739799413

SELLER

DATE:

BUYER

DATE

Signature Page

Resolution No. 2023-10.31.s

A resolution to approve the purchase of three (3) unmarked vehicles from Chapman Ford

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution approving an account-to-account transfer into a major expenditure object category.

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 are hereby authorized as follows:

From: 23100101 Fringe Benefits \$5,000.00
To: 23100101 Contract Services

From: 23100101 Fringe Benefits \$10,000.00
To: 23100101 Materials & Supplies

Prepared by: Mendi Rarey
cc: Sheriff

2023-10.31.t

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$15,000.00

From:	23100101	526000	Workers Comp; \$5,000.00
To:	23100101	550450	Training-Employee; \$5,000.00
From:	23100101	526000	Workers Comp; \$10,000.00
To:	23100101	560000	Materials & Supplies; 10,000.00

Signature Page

Resolution No. 2023-10.31.t

A resolution approving an account-to-account transfer into a major expenditure object category.

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5046 & 5841, Salary, Laborers.

WHEREAS, additional appropriations are needed in the major expenditure object category for 5046 & 5841, Salary, Laborers; and

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

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

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

\$60,000; 12504623, Personal Services

\$7,000; 12584123, Personal Services

Prepared by: Curtis W. Witham
cc: Utilities

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

\$60,000

5046; 12504623; 511020; Salary, Laborers

\$7,000

5841; 12584123; 511020; Salary, Laborers

Resolution No. 2023-10.31.u

A resolution to appropriate from unappropriated in a major expenditure object category for Utilities; 5046 & 5841, Salary, Laborers.

(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 November 2, 2023; and

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

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1201	COMM-ECONOMIC DEV								
	Fund: 7831 - WRKFCE INN OPP ACT 20/21								
5387184	11/02/2023	6396	FAIRFIELD CO JFS	WIOA ADULT 10.6.23	10/06/2023	23002010	C1031	WIOA ADULT 10.6.23	43,224.46
5387185	11/02/2023	6396	FAIRFIELD CO JFS	WIOA DW 10.6.23	10/06/2023	23002011	C1031	WIOA DW 10.6.23	44,073.10
TOTAL: COMM-ECONOMIC DEV									87,297.56

INVOICES BY DEPARTMENT

11/02/2023 to 11/02/2023

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: \$87,297.56

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-10.31.v

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.