

Regular Meeting #53 - 2024
Fairfield County Commissioners' Office
November 19, 2024

Review Meeting

The Commissioners met at 7:00 p.m. at the Pleasant Township Community Room, 2925 Lancaster-Thornville Rd. NE, Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Deputy Auditor, Beverly Hoskinson; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; and Sheriff's Deputy, Kevin Romine. Also in attendance: Elizabeth Moe, Sean Fowler, Rayna Moellendick, Joseph Palmer, Karl Elder, Mary Ann Berry, Lisa Thomas, Cathy Bitler, Betty Bennett, Patsy Cole, and Sherry Pymer.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and thanked the Pleasantville Township Trustees and Fire Department for hosting the meeting.

Port Authority Interview, Cathy Bitler, 7:00 p.m.

Ms. Bitler spoke about her interest in serving on the Port Authority and added that some of her best memories from her career involved economic development work.

Commissioner Fix stated his appreciation for all of Ms. Bitler's community service and spoke about the importance of the Port Authority as an economic development tool.

Ms. Cordle asked if Ms. Bitler had spoken with Mr. Szabrak regarding the commitments.

Ms. Bitler stated that her other community service obligations have decreased, and she is aware of the Port Authority Board commitment.

Mr. Szabrak stated he worked closely with Ms. Bitler on the 33 Alliance Board when he first started working for Fairfield County and spoke about her ability to move initiatives forward.

Ms. Cordle added that Ms. Bitler would be joining at a time of increased activity, and it would be good to have her expertise. She anticipates drafting a resolution to have on the agenda for the December 3rd meeting to consider the appointment.

Regional Planning Commission Interview, Joe Palmer, 7:15 p.m.

Joe Palmer stated that Commissioner Fix had reached out to him to see if he would be interested in participating in the Regional Planning Commission as the education representative. Mr. Palmer stated he can offer his diverse experience as an educator.

Commissioner Fix stated he worked with Mr. Palmer on the ADAMH Board during its transition of leadership and added that he is committed to public service and offers important leadership skills.

Commissioner Davis recalled an impactful Board of Commissioners' Meeting in which Mr. Palmer participated.

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Hearing for Engineer's Culvert, TR273-3.315, Stringtown Rd., Lancaster, 7:30 p.m.

Engineer Upp stated there is a large culvert on Stringtown Road between Carroll-Eastern and Marquette Roads that needs replaced. The township went to OPWC to fund the project.

Commissioner Levacy asked if the culvert was in Pleasant Township.

Pleasant Township Trustee, Rayna Moellendick, stated the section of road containing the culvert is in Greenfield Township.

Commissioner Levacy asked if anyone had comments in favor or in opposition of the culvert project.

With no further remarks, the hearing closed at 7:33 p.m.

Public Comments

Carl Elder of Richland Township offered his concerns for increased property taxes when solar energy companies receive tax abatements.

Sherry Pymer of Walnut Township supplied a letter written by an 8th generation farmer which was posted to the public comments section on the Eastern Cottontail solar project OPSB page.

Maryann Berry of Walnut Township stated that she is opposed to the Eastern Cottontail solar project and added that the project is directly next to her property. She is worried about the potential health impacts from the project.

Legal Update

None.

County Administration Update

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

Week in Review

No Commissioners' Meeting Next Tuesday

Last November, when the Commissioners passed the resolution for their 2025 meetings, it was decided that there would not be a meeting the week of Thanksgiving in 2025.

Two Meetings Remain for 2024

December 3 and December 10 are the remaining meetings for 2024. The 2025 Budget will be on the agenda for the December 10 meeting.

Highlights of Resolutions

Administrative Approvals

The review packet contains a list of administrative approvals.

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Resolution Review

There are 28 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- There are 5 resolutions regarding ARP funding. Three of those resolutions allow for appropriating unappropriated funds for various projects, one approves the use of ARP funding for the Public Safety Software Project, and another approves the conversion of 2023 ARP encumbrances to current year appropriations.

Mr. Hampson stated they are nearing the end of the ARP projects.

Ms. Cordle stated she believes the county has made significant impacts in the community with the use of ARP funds and appreciates the ARP financial work performed by Bart Hampson, Jeff Porter, and others.

- There is a resolution for Fairfield County to approve, as the administrative agent for the South Central Ohio Workforce Partnership, an agreement with Aspyr; to partner on the U.S. Department of Labor Apprenticeship Building America Grant.

Mr. Szabrak stated this is a \$4,000,000 grant with Aspyr that awards them an Apprenticeship Coordinator for a five-county area and will help the Workforce Center.

- There is a resolution authorizing the repayment of an advance from EMA for the FY23 State Homeland Security Grant.
- Juvenile/Probate Court has 4 resolutions. The first is an MOU with the Fairfield County Educational Center Truancy Intervention Program. The additional three resolutions are for the Guardianship Services Board and ADAMH, DD, and FMC.

Budget Review

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

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Governor's Executive Workforce Board Meeting, November 20, 2024, 2:00 p.m., Central Ohio ESC, 2080 Citygate Dr., Columbus
- Family and Children First Full Council Meeting, November 21, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
- Lancaster-Fairfield Community Action Agency Board of Directors Meeting, November 21, 2024, 11:30 a.m., Tussing Road Government Services Building, 11050 Tussing Rd., Pickerington
- Lancaster Festival Meet and Greet with Music Director Candidates, November 21, 2024, 6:00 p.m., Rhonemous Cellars, 1511 George Rd., Lancaster

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- South-Licking Water Conservancy District Meeting, November 26, 2024, 3:00 p.m., Agricultural Center, 771 E. Main St., Newark
- Lancaster Lady Gales Cross Country Recognition, November 26, 2024, 4:30 p.m., Lancaster City Schools Office, 2780 Coonpath Rd., Lancaster
- Presentation of Proclamation, December 16, 2024, 7:30 a.m., Auditor's Real Estate and GIS Building, 108 N. High St., Lancaster, Scott Brown, Regional Liaison - Ohio Auditor of State, to Present to Dr. Carri Brown in Honor of Excellence in Government Leadership Award

Correspondence

- Expedited Type II Annexation, 151.9 +/- Acres from Violet Township into the City of Pickerington, Agent for the Petitioner – Tom Hart, Revised Petition Received November 18, 2024
- Letter from County Administrator, Aundrea Cordle, Regarding: Retire/Rehire, November 12, 2024
- Counties Current, Congratulatory Announcement to Commissioner Levacy on Induction into the Ohio Veterans Hall of Fame
- Press Release, Office of the County Auditor, November 12, 2024, "Fairfield County Auditor to Present at County Auditors Conference"
- Letter from Post Consumer Brands Regarding Employee Separations, November 8, 2024
- Letter from MS Consultants, Inc. Regarding: North Walnut Township Storm Water Conveyance Project, November 7, 2024
- Lancaster Eagle Gazette, Ava Agoranos, November 14, 2024, "New Engineering Tech Lab Will Provide Opportunities to Expand Skills, Earn Degrees"
- Lancaster Eagle Gazette, Jeff Barron, November 11, 2024, "The Fairfield County Veterans Service Commission Office Can Help with Veteran Issues"
- Memo, Dr. Carri Brown, County Auditor, November 14, 2024, Subject: The Effect of Development on Assessed Valuation
- Fairfield County Auditor's Notary Public Fact Sheet
- Fairfield County Auditor's "Wins of the Week", November 14, 2024
- Flyer, 2024 MORPC Accomplishments
- Letter, Mid-Ohio Regional Planning Commission, Regarding: MORPC 2024 Return on Investment and MORPC Financials, November 12, 2024
- Correspondence Regarding Industrial Solar Projects
- Letter, Fairfield County Regional Planning Commission, Subject: USDA Regional Food System Partnership Grant, November 15, 2024
- Notice, USDA Agricultural Marketing Service, Transportation and Marketing Regional Food System Partnerships Program, Fiscal Year 2024 Description of Funded Projects
- Notice, Ohio Department of Commerce, Division of Liquor Control, "Objections to Renewal of a Retail Liquor Permit", November 13, 2024
- Newsletter, Eastern Cottontail Solar Project, Our Commitment to Solar Grazing, Issue 9, 2024

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Old Business

Mr. Szabrak stated that the Engineering Tech Lab ribbon cutting was a wonderful event. He added that he later received a call from a local manufacturer who wished to get involved with the Workforce Center.

Commissioner Fix spoke about visiting the monument at the State House for Veteran inductees. He also visited the Village of Bremen regarding their Land use Plan and stopped at a great restaurant called Hub and Grub. He, along with Engineer Upp and Director Vogel, met with the State Directors of Transportation and Development about the Route 33 interchange in Pickerington. He was a part of a press conference on housing with Columbus Mayor Ginther where he stated that local governments need to play a part in planning. Pleasant twp is updating their land use and zoning code.

Commissioner Davis spoke about reviewing the MCJDC budget proposals. He added that MDJDC moved their meeting due to not having quorum and that Fairfield County would have a \$400,000 operational contribution with the highest proposed MCJDC budget.

New Business

Commissioner Fix stated he would be speaking to Greenfield Township, and at a joint meeting to the Village of Baltimore and Liberty Township, for a cooperative agreement on housing and zoning.

Engineer Upp stated the floor and apron were finished on the salt barn and would be sealed after the concrete cures.

Commissioner Fix asked where the salt is being held until it is delivered.

Engineer Upp stated they are holding off on delivery until the salt barn is complete, but it is currently being held at their supplier. He added that the salt barn will save costs on delivery and storage.

Commissioner Levacy asked if the salt barn will eliminate storage fees.

Engineer Upp stated that due to the last two mild winters, the county has had to pay to store salt.

Treasurer Bahnsen stated he attended the fall conference of the County Treasurer's Association where they discussed AI and the history of property taxes.

Clerk of Courts Meyer stated the Clerks' winter conference will take place in December and focus on training new county clerks. There will be 16 new clerks taking office in January.

Bev Hoskinson reported that the ARPA funding they received for MAPSYS solutions will be expended by the end of January and will help the 60 taxing authorities that report to the Budget Commission. It eliminates everything being sent via email by having the automated solution. The Auditor's Office had a three-day Tyler Technologies training course, and thanked Tony Vogel and Utilities for hosting.

The Pleasant Township Trustees thanked the Commissioners for meeting in their facility and the Commissioners stated their sincere appreciation for Pleasant Township's hospitality.

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Regular (Voting) Meeting

The Commissioners met at 7:00 p.m. at the Pleasant Township Community Room, 2925 Lancaster-Thornville Rd. NE, Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Deputy Auditor, Beverly Hoskinson; Engineer, Jeremiah Upp; Clerk of Courts, Branden Meyer; Treasurer James Bahnsen; FCFC Manager, Tiffany Wilson; and Sheriff's Deputy, Kevin Romine. Also in attendance: Elizabeth Moe, Sean Fowler, Rayna Moellendick, Joseph Palmer, Karl Elder, Mary Ann Berry, Lisa Thomas, Cathy Bitler, Betty Bennett, Patsy Cole, and Sherry Pymer.

Announcements

There were no announcements.

Approval of Minutes for November 12, 2024

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for Tuesday, November 12, 2024, meeting.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Commissioners

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

- 2024-11.19.a A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876
- 2024-11.19.b A resolution approving an account to account transfer in a major object expense category for the Facilities Budget, General Fund# 1001.
- 2024-11.19.c A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the public safety software project.
- 2024-11.19.d A resolution of conversion of prior year 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876
- 2024-11.19.e A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

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2024-11.19.f A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

2024-11.19.g A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) Budget, General Fund# 1001.

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

Approval of Resolutions from the Fairfield County Clerk of Courts – Legal Division

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Clerk of Courts – Legal Division:

2024-11.19.h A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

2024-11.19.i A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

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

Approval of Resolutions from the Fairfield County Court of Common Pleas

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

2024-11.19.j A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2839 Common Pleas Recovery Court Grant.

2024-11.19.k A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 1001, Common Pleas Court General Fund

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2024-11.19.l A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

Mr. Szabrak commended the collaboration in Fairfield County and with regional partners.

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

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Approval of a Resolution from the Fairfield County Emergency Management Agency

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

2024-11.19.m A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2708 (8331) FY23 State Homeland Security Grant.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Engineer

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Engineer:

2024-11.19.n A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from Fairfield County Job and Family Services

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

2024-11.19.o A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

2024-11.19.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency

2024-11.19.q A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

2024-11.19.r A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Children Services Fund # 2072.

2024-11.19.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement.

2024-11.19.t A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC.

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2024-11.19.u A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation.

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

Approval of Resolutions from the Fairfield County Juvenile & Probate Court

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

- 2024-11.19.v A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center
- 2024-11.19.w A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board
- 2024-11.19.x A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities
- 2024-11.19.y A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical Center

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

Approval of a Resolution from the Fairfield County Regional Planning Commission

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

- 2024-11.19.z A resolution to approve Conditional Acceptance of the Spring Creek Subdivision Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements

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

Approval of a Resolution from the Fairfield County Sheriff

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

- 2024-11.19.aa A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund

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



REVIEW AGENDA

BOARD OF COMMISSIONERS

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

County Administrator
Aundrea N. Cordle

Deputy County Administrator
Jeffrey D. Porter

Clerk
Rochelle Menningen

Tuesday, November 19, 2024

7:00 p.m.

**Pleasant Township Community Room
2925 Lancaster-Thornville Rd. NE, Lancaster**

1. Review

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

2. Welcome

3. Port Authority Interview, Cathy Bitler, 7:00 p.m.

4. Regional Planning Commission Interview, Joe Palmer, 7:15 p.m.

5. Hearing for Engineer's Culvert, TR273-3.315, Stringtown Rd., Lancaster, 7:30 p.m.

6. Public Comments

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

7. Legal Update

8. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
 - i. Governor's Executive Workforce Board Meeting, November 20, 2024, 2:00 p.m., Central Ohio ESC, 2080 Citygate Dr., Columbus
 - ii. Family and Children First Full Council Meeting, November 21, 2024, 8:30 a.m., Fairfield County Agricultural Center, 831 College Ave., Lancaster
 - iii. Lancaster-Fairfield Community Action Agency Board of Directors Meeting, November 21, 2024, 11:30 a.m., Tussing Road Government Services Building, 11050 Tussing Rd., Pickerington
 - iv. Lancaster Festival Meet and Greet with Music Director Candidates, November 21, 2024, 6:00 p.m., Rhonemous Cellars, 1511 George Rd., Lancaster

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- v. South-Licking Water Conservancy District Meeting, November 26, 2024, 3:00 p.m., Agricultural Center, 771 E. Main St., Newark
 - vi. Lancaster Lady Gales Cross Country Recognition, November 26, 2024, 4:30 p.m., Lancaster City Schools Office, 2780 Coonpath Rd., Lancaster
 - vii. Presentation of Proclamation, December 16, 2024, 7:30 a.m., Auditor's Real Estate and GIS Building, 108 N. High St., Lancaster, Scott Brown, Regional Liaison - Ohio Auditor of State, to Present to Dr. Carri Brown in Honor of Excellence in Government Leadership Award
- f. Correspondence
- i. Expedited Type II Annexation, 151.9 +/- Acres from Violet Township into the City of Pickerington, Agent for the Petitioner – Tom Hart, Revised Petition Received November 18, 2024
 - ii. Letter from County Administrator, Aundrea Cordle, Regarding: Retire/Rehire, November 12, 2024
 - iii. *Counties Current*, Congratulatory Announcement to Commissioner Levacy on Induction into the Ohio Veterans Hall of Fame
 - iv. Press Release, Office of the County Auditor, November 12, 2024, "Fairfield County Auditor to Present at County Auditors Conference"
 - v. Letter from Post Consumer Brands Regarding Employee Separations, November 8, 2024
 - vi. Letter from MS Consultants, Inc. Regarding: North Walnut Township Storm Water Conveyance Project, November 7, 2024
 - vii. *Lancaster Eagle Gazette*, Ava Agoranos, November 14, 2024, "New Engineering Tech Lab Will Provide Opportunities to Expand Skills, Earn Degrees"
 - viii. *Lancaster Eagle Gazette*, Jeff Barron, November 11, 2024, "The Fairfield County Veterans Service Commission Office Can Help with Veteran Issues"
 - ix. Memo, Dr. Carri Brown, County Auditor, November 14, 2024, Subject: The Effect of Development on Assessed Valuation
 - x. Fairfield County Auditor's Notary Public Fact Sheet
 - xi. Fairfield County Auditor's "Wins of the Week", November 14, 2024
 - xii. Flyer, 2024 MORPC Accomplishments
 - xiii. Letter, Mid-Ohio Regional Planning Commission, Regarding: MORPC 2024 Return on Investment and MORPC Financials, November 12, 2024
 - xiv. Correspondence Regarding Industrial Solar Projects
 - xv. Letter, Fairfield County Regional Planning Commission, Subject: USDA Regional Food System Partnership Grant, November 15, 2024

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xvi. Notice, USDA Agricultural Marketing Service, Transportation and Marketing Regional Food System Partnerships Program, Fiscal Year 2024 Description of Funded Projects

xvii. Notice, Ohio Department of Commerce, Division of Liquor Control, “Objections to Renewal of a Retail Liquor Permit”, November 13, 2024

xviii. Newsletter, Eastern Cottontail Solar Project, Our Commitment to Solar Grazing, Issue 9, 2024

9. Old Business

10. New Business

- a. Updates from Elected Officials in Attendance

11. Regular (Voting) Meeting

12. Adjourn

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Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 11.18.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,354,077.06 has been appropriated, \$26,238,668.17 expended, \$3,905,199.53 encumbered or obligated.

Project/Category		As of 11/18/24 Appropriations	As of 11/18/24 Expenditure	As of 11/18/24 Obligation
Public Health				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,422,579.58	3,422,579.58	0.00
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,545,884.42	1,545,884.42	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	275,236.47	275,236.47	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
Subtotal Public Health		6,346,402.21	6,346,402.21	0.00
Negative Economic Impacts				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

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Project/Category		As of 11/18/24 Appropriations	As of 11/18/24 Expenditure	As of 11/18/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R210f	Harcum House	100,000.00	100,000.00	0.00
R210g	Fairhope Hospice	100,000.00	100,000.00	0.00
R210h	Housing Project	700,000.00	700,000.00	0.00
R210i	Lancaster Festival	100,000.00	100,000.00	0.00
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	399,354.84	374,354.84	25,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	96,700.00	96,700.00	0.00
Subtotal Negative Economic Impacts		6,426,158.72	4,149,781.60	2,276,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
Subtotal Services Disproportionately Impacted Communities		39,554.00	39,554.00	0.00
Premium Pay				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
Subtotal Premium Pay		27,907.72	27,907.72	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 11.18.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,354,077.06 has been appropriated, \$26,238,668.17 expended, \$3,905,199.53 encumbered or obligated.

Project/Category		As of 11/18/24 Appropriations	As of 11/18/24 Expenditure	As of 11/18/24 Obligation
Infrastructure				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	550,210.54	550,210.54	0.00
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	750,000.00	0.00
R52c	Clean Water: Centralized Collection and Conveyance, Regional Lift Station	2,761,835.85	1,810,630.26	951,205.59
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	800,318.61	800,318.61	0.00
R511b	Drinking Water: Transmission/Distribution, Airport	100,805.00	100,805.00	0.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	0.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	613,000.00	0.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	731,947.53	102,052.47
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
Subtotal Infrastructure		6,950,065.00	5,896,806.94	1,053,258.06
Revenue Loss				
R61a	SaaS and Technological Equipment	369,959.32	369,959.32	0.00
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	375,000.00	0.00
R61d	MARCS Tower Project	566,210.00	566,210.00	0.00

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 11.18.2024.

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$30,354,077.06 has been appropriated, \$26,238,668.17 expended, \$3,905,199.53 encumbered or obligated.

Project/Category		As of 11/18/24 Appropriations	As of 11/18/24 Expenditure	As of 11/18/24 Obligation
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,336,776.22	3,118,927.92	206,638.30
R61h	Community School Attendance Program	501,137.00	376,204.20	124,932.80
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	197,657.97	197,657.97	0.00
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00
R61l	Auditor Historical Records Scanning	0.00	0.00	0.00
R61m	Engineer's Radios	80,000.00	80,000.00	0.00
R61n	Auditor Printers	4,357.66	4,357.66	0.00
R61o	Auditor Copiers	11,983.30	11,983.30	0.00
R61p	Bremen ADA Ramps	26,954.00	26,954.00	0.00
R61q	Transportation School Education Vehicles	38,357.90	38,357.90	0.00
R61r	Safety and Security	454,622.00	301,139.25	153,522.75
R61s	MAPSYS Custom Taxing Authority Management Application	52,433.00	23,500.00	28,933.00
R61t	County Radios	61,537.50	0.00	61,537.50
R61u	Transportation	243,000.00	243,000.00	0.00
R517a	Beavers Field Utilities	36,606.46	36,606.46	0.00
Revenue Loss		9,972,190.75	9,385,416.40	575,564.35

Quarters Total 2021, Total 2022, Total 2023, & Quarter 1,2,3,4 2024 – American Rescue Plan Fiscal Recovery Funds, as of 11.18.2024.

From the **\$30,606,902.00** received as the first and second tranche of fiscal recovery funds. **\$30,354,077.06** has been appropriated, **\$26,238,668.17** expended, **\$3,905,199.53** encumbered or obligated.

Project/Category		As of 11/18/24 Appropriations	As of 11/18/24 Expenditure	As of 11/18/24 Obligation
Administration				
R71a	Administrative Expenses	591,798.66	392,799.30	0.00
Subtotal Administration		591,798.66	392,799.30	0.00
Grand Total		\$30,354,077.06	\$26,238,668.17	\$3,905,199.53

ADMINISTRATIVE AUTHORITY ITEMS
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
NOVEMBER 11, 2024 TO November 17, 2024

Fairfield County Commissioners

- AA.11.12-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.11.12-2024.b An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]

Fairfield County Court of Common Pleas

- AA.11.12-2024.c [Common Pleas Court]

Fairfield County Human Resources

- AA.11.15-2024.a An administrative approval of a contract renewal with Vision Services Provided ("VSP) for the Fairfield County Health Benefit Plan. [Fairfield County Human Resources]



Fairfield County Board Member Application

Name of Board: Fairfield County Regional Planning Commision

Circle

One: New Appointment

Name: Joseph Palmer Date of Birth: [REDACTED]

Address: [REDACTED]

Phone: [REDACTED] E-Mail Address: [REDACTED]

How long have you been a resident of Fairfield County: 37 years

Occupation: Educator

Employer: Pickerington Local School district

Highest Level of Education Completed (please circle one):
Graduate School

Have you ever served on a board before: Yes

If yes, please indicate the board(s) previously or currently serving on:

I served 9 years on the Fairfield County Adamh Board - 2 years as Chair

Are you related to any Elected Official, Department Head, or County employee: No

If yes, please indicate who:

Have you ever been convicted of a criminal offense: No

(A conviction will not necessarily prohibit you from an appointment. Each conviction will be judged on its own merits with respect to time, circumstance, and seriousness based on the board appointment for which you are applying.)

If yes, please explain:

Please state your reasons for wanting to serve on the board (additional space is provided on the second page). Please highlight specialized interested or experiences that you feel make you qualified to serve.

I have been a lifelong resident of Fairfield County and have deep pride for the county I have chosen to continue to call home. I also know that I have been blessed and am privileged to have come this far in my life. A cornerstone of my belief system is service. I have been able to serve our county for the past 9 years serving on the ADAMH Board. I have been looking for a new way to continue this service. So when Jeff Fix approached my to potentially serve on the

Regional Planning Commission in the educational seat, it seemed like like a logical way for me to continue my service.

Your signature acknowledges that the information which appears on this form and true and factual to the best of your knowledge.

<u>Joseph Palmer</u>	<u>11/1/2024</u>
Signature	Date

Thank you for your interest in serving. Please return the completed form to:

The Fairfield County Commissioners
Attn: Bennett Niceswanger, Asst. Clerk
210 East Main Street, Room 301
Lancaster, Ohio 43130

or email the completed form to bennett.niceswanger@fairfieldcountyohio.gov.

If you have any questions, please contact Bennett Niceswanger at the email address listed above or at (740) 652-7090.

Dave ,

My Name is Greg Grube Head Advisor for the Group . We are having a Celebration of 100 Years on Dec. 8,2024 at 7:00 pm in the Ed Sands building of the Fairfield County Fairgrounds . We would love to have you join our Celebration including dinner and fellowship with members Advisors and other supporters of the Great of the Counties4-H program. If you could let me know how many will be attending for a head count.

Thank you, Greg Grube Email caseih400@msn.com

Aundrea N. Cordle
410 N. Cherry Street
Lancaster, OH 43130
Aundrea.Cordle@FairfieldCountyOhio.gov
740.652.7890

November 12, 2024

The Honorable Steven A. Davis, Jeffrey M. Fix, and David L. Levacy
Fairfield County Board of Commissioners
210 E. Main Street
Lancaster, OH 43130

Dear Commissioners,

After much thought and consideration, I am writing to inform you of my intention to retire from my position as County Administrator, effective January 31, 2025.

That said, I would like to request the possibility of being rehired into my current position immediately following my retirement. I am fully committed to continuing to contribute my skills, knowledge, and experience to the County, and I believe I can continue to add significant value in the same capacity.

If this arrangement is feasible, I would be happy to discuss the logistics of a “retire/rehire” process for individuals who are employed by a board. I am confident that my continued involvement in the same role would be mutually beneficial, and I look forward to your feedback.

I have greatly valued my 35 years at Fairfield County and am proud of the work we’ve accomplished together. I believe we have more to accomplish and appreciate your consideration of my rehire.

Thank you for the support you have provided throughout my career. It has been a true honor to work with the outstanding professionals here at the County. I look forward to your response and to any potential next steps.

Sincerely,



Aundrea N. Cordle
County Administrator



November 12, 2024

Last week, Fairfield County Commissioner and Vietnam War veteran [David Levacy](#) was inducted into the Ohio Veterans Hall of Fame. He received the honor due to his military service and life-long commitment to public service across a variety of positions.

11/19/24

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Congratulations on the honor, and thank you for your service, Commissioner Levacy!



FOR IMMEDIATE RELEASE

Tuesday, November 12, 2024

Fairfield County Auditor to Present at County Auditors Conference

Lancaster, Ohio – Members of the Fairfield County Auditor’s Office will be attending the County Auditors’ Association of Ohio Winter Conference in Dublin, Ohio, on November 13-15. The Conference will include educational and networking sessions about real estate assessment, financial reporting, weights and measures, technology, and leadership. Fairfield County Auditor, Dr. Carri L. Brown, will be presenting a session on leadership in government. More than 100 delegates are expected to attend each session. All County Auditors are members of the Association in Ohio.

The Association was founded in 1867 for the express purpose of promoting and protecting the interests of taxpayers in the State of Ohio and improving the administration of county government. In addition to providing educational opportunities to County Auditors, the CAAO works closely with the Ohio General Assembly to offer legislative initiatives to assist County Auditors in carrying out their duties.

For more information about the County Auditor’s Office, please visit <https://www.co.fairfield.oh.us/auditor/> or contact Rachel Elsea, Communications Officer, at rahel.elsea@fairfieldcountyohio.gov.

For more information about the CAAO, please visit <https://caao.org/>.

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November 8, 2024

VIA EMAIL

Dave Levacy
President & Fairfield County Commissioner
Fairfield County
210 East Main St., Room 301
Lancaster, OH 43130
Email: contact@fairfieldcounty.ohio.gov

Jeffrey Porter
City Council President
City of Lancaster
Lancaster City Hall
104 E. Main St.
Lancaster OH 43130
Email: jporter@ci.lancaster.oh.us

Breeyn Handberg
Program Manager, Rapid Response
Office of Workforce Development
4020 East 5th Avenue
P.O. Box 1618
Columbus, OH 43219
Email: RAPDRESP@jfs.ohio.gov

Dear President/Commissioner Levacy, President Porter, and Program Manager Handberg:

As you know, we wrote to you on July 29, 2024 and again on August 2, 2024 to inform you that Post Consumer Brands announced that it will conduct employee separations due to the closure and sale of its Lancaster facility located at 3775 Lancaster New Lexington Rd. SE, Lancaster, OH 43130. This action is expected to be permanent, and the entire facility will close.

As we previously informed you, employee separations in connection with this action occurred on October 4, 2024 and October 31, 2024, with four employees remaining to perform critical functions during the period the facility is shutdown pending the sale of the facility.



We now write to inform you that the Company is in the process of negotiating a sale of the facility which we expect to occur on or around November 30, 2024, which will complete the closure of the facility. The final closure of the facility is contingent on the sale to the expected buyer. In the event the sale is not executed, the Company will continue its minimal operations and the employment of the four remaining employees until such time that a suitable buyer is identified and the sale is finalized. At this time, however, we expect the sale to occur, in which case the final four employees of the Company at the Lancaster facility will separate from their employment 60 days from today's date, on January 8, 2025.

Enclosed is an updated listing of the job titles of the affected employees, the number of affected employees in each job title, and their past and anticipated separation dates.

Some of the affected employees at this facility are represented by the United Electrical, Radio, and Machine Workers of America, and its Locals 718 and 777. The contact information for the international union is:

Heather Hillenbrand
Field Organizer for Ohio, Indiana, and Kentucky
United Electrical Radio and Machine Workers of America
657 Ecton Road
Akron, OH 44303

The contact information for the highest officials of Locals 718 and 777 when unionized employees were at the plant is below:

Eric Watkins
President
United Electrical Radio and Machine Workers of America, Local 718
115 North Pleasant Street
New Lexington, OH 43764

Craig Davisson
President
United Electrical Radio and Machine Workers of America, Local 777
2144 St. Rt. 37
Junction City, OH 43748



Two Local 777 bargaining unit employees have bumping rights as outlined in Local 777's collective bargaining agreement. No other affected employees have bumping rights.

You may contact Kent Ellis, Sr. HR Director – Manufacturing for Post Consumer Brands, at (952) 322-8916 or kdellis@postholdings.com for further information.

Very truly yours,

A handwritten signature in black ink that reads "Tonya Brake".

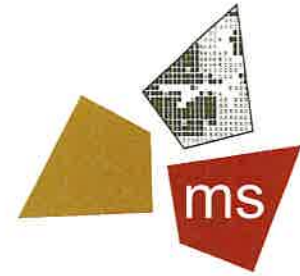
Tonya Brake
Chief Human Resources Officer



Job Title	Number of Affected Employees	Separation Date
Electronics Maintenance Class A	2	10/4/2024
Electronics Maintenance Class A	1	10/31/2024
Engineering Manager	1	10/4/2024
Extrusion Operator	20	10/4/2024
Facility Maintenance Class A	1	10/31/2024
Facility Maintenance Class A	2	10/4/2024
HR Coordinator	1	10/31/2024
Inventory Coordinator III	1	10/4/2024
Maintenance Materials Buyer	1	10/4/2024
Maintenance Planner II	1	10/4/2024
Maintenance Supervisor	1	10/4/2024
Maintenance Supervisor	1	1/8/2025
Materials Planner	1	10/31/2024
Operations Maintenance Coordinator	1	10/4/2024
Operations Supervisor	2	10/4/2024
Packing Maintenance Rate A	6	10/4/2024
Packing Maintenance Rate A	1	10/31/2024
Packing Operator	43	10/4/2024
Plant Manager	1	10/31/2024
Power House Operator	3	1/8/2025
Production Maintenance CI	9	10/4/2024
Production Planner	1	10/4/2024
Rolls Operator	21	10/4/2024
Sr. Engineering Project Manager	1	10/4/2024
Sr. Master Supply Planner	1	10/4/2024
Supervisor Quality Food Safety	1	10/31/2024
Technician II	1	10/31/2024
Technician II (Pre-mix)	2	10/4/2024
Technician III	4	10/4/2024
Unloading Operator	7	10/4/2024
Unloading Operator	2	10/31/2024
Warehouse Operator	1	10/31/2024
Warehouse Operator	16	10/4/2024

ms consultants, inc.
engineers, architects, planners

2221 Schrock Road
Columbus, Ohio 43229-1547
p 614.898.7100
f 614.898.7570
www.msconsultants.com



November 7, 2024

Fairfield Co. Commissioners
210 E Main St
Lancaster, OH 43130

RE: North Walnut Township Storm Water Conveyance Project

Dear Property Owner;

To better serve the needs of the public, Walnut Township has retained ms consultants, inc. to design **North Walnut Township Storm Water Improvements**. The study and design will require land and aerial surveying to obtain topographic data and other land features to better understand and design stormwater improvements in the area. Field personnel and survey crews may be from *ms consultants* or subconsultants *EMH&T*. These studies will include land surveying, natural science and engineering observations to obtain data about the property boundaries and other land features.

Accordingly, we wish to advise you that it may be necessary for project employees to enter upon your property during the next (60) days to complete this work. All employees will have identification and all vehicles will display their company name. A copy of this letter will be available in their vehicles. This letter serves as notice that ms consultants, inc., and their subconsultants, are performing official business under contract with Walnut Township.

Sections 5517.01 and 163.03 of the Ohio Revised Code authorize entry into private property to perform work as described above. However, the Code also requires that reimbursement be made for any actual damage resulting from such work. In the event that any valuable vegetation must be cleared in order to accomplish the work, you will be notified and informed as to the procedure to follow in preparing a claim for reimbursement. In all cases, however, removal of vegetation, as well as other damage, will be held to a minimum.

If at any time you feel that our representatives have not given proper attention to your property or if you have questions, you may contact Walnut Township Trustee Terry Horn terryhorn@walnuttownship.com or 740-467-2420.

Respectfully,

A handwritten signature in black ink that reads "Chad A. Boyer".

Chad A. Boyer, PE, CFM
Project Manager, ms consultants, inc.

Cc: Terry Horn - Trustee

SPECIAL NOTICE:

There will be a Special Trustee Meeting on Wednesday, December 11 at 7p with ms consultants, to recap and summarize the Lakeside Stormwater Project. This meeting will take place at the former American Legion Hall located at 2557 Canal Dr. Millersport.

Thank you in advance for attending!

New engineering tech lab will provide opportunities to expand skills, earn degrees

[Ava Agoranos](#)

Lancaster Eagle-Gazette

November 14, 2024

CARROLL – The Fairfield County Workforce Center has unveiled its new Engineering Technology Lab.

With the construction beginning in April, this \$2 million project was funded by the Fairfield County Commissioners and the State of Ohio with an additional \$1.5 million for new equipment. The new lab will provide a revitalized space for students to experience hands-on engineering. Programs will be administered by instructors from Ohio University Lancaster and Hocking College.

Students in the engineering technology program will be able to earn an associate degree in Engineering Technology or certificates in Mechatronics, Automation, or Semiconductor Manufacturing. Students also have the option to continue their education at Ohio University for a bachelor's degree in engineering.

"This workforce center is a result of amazing collaboration from the community, our K-12 education partners, university education partners, and the vision of our county commissioners," said Rick Szabrak, Economic and Workforce Development Director for Fairfield County. "We've had hundreds of people come through here already and I'm excited to see now that we have this new lab how many more people will come through."



Student Jonah Davis was one of the first four people to attend the Workforce Center in June of 2021.

"This program sparked this itch in my brain that I just couldn't help but scratch at", said Davis.

"The Fairfield County Workforce Center is such a good learning environment with a lot of different subjects to be learned- from the hydraulics to pneumatics," said Davis. "You're able to make mistakes and not be criticized."

One of the machines in this new lab is Skill Boss, a robot that is able to test parts to see if they're good or bad material, then ejecting them in the respective boxes.

There is also an opportunity for students to become certified to operate another robot, the Fanuc. Through the course and use of this new lab, they will be able to have basic understanding of how to operate these machines.

"There are almost 5,000 manufacturing jobs in Fairfield County," said Szabrak. "This will serve the emerging workforce or current employees that are looking to expand their skills in the manufacturing field. It can open doors to advanced career opportunities and higher salaries."

Szabrak credits community partnerships with the eight-county school districts, Eastland-Fairfield Career and Technical Schools, Ohio University, Hocking College, numerous local manufacturers, the Area 20 Workforce Development Board, the offices of the Governor and the Lieutenant Governor, Rep. Jeff LaRe, Rep. Kevin Miller, and Sen. Tim Schaffer in helping the Fairfield County Workforce Center become a success and bringing the new lab to fruition.

The Fairfield County Veterans Service Commission office can help with veteran issues



Jeff Barron

Lancaster Eagle-Gazette
November 11, 2024

LANCASTER –It's no secret that some military veterans face various hardships upon returning to civilian life. Those hardships can include financial problems, substance abuse issues and more.

But the Fairfield County Veterans Service Commission can help them.

Executive Director Park Russell said the office serves about 10,000 veterans. The office also serves the spouses of deceased veterans and families of active-duty service members killed in action. The service commission deals mainly with Vietnam War veterans up to Gulf War veterans, since World War II veterans are aging.



"The big items that we provide services for is filing for disability claims against the government for injuries or exposure," Russell, who is also a county veterans service officer, said. "We also provide educational benefits. We help them fill out the application. Also, we help with burial. And we do outreach and try to reach as many veterans as we can with information because the VA (Veterans Administration) is constantly upgrading everything and changing. So we try to get that information out."

The Veterans Service Commission also offers financial assistance for rent, mortgage, utilities and food to veterans going through tough times.

Russell said much of this work with Vietnam veterans deals with Agent Orange exposure. He said most Vietnam veterans begin to experience exposure-related health problems between the ages of 55 and 70.

Russell said while Gulf War veterans don't have Agent Orange issues, they may develop problems with exposure to burn pits.

"There's now 15 cancers for those who served in the Gulf area and 12 non-cancers," Russell said. "And people need to be aware of that even though they don't have any issues now. They need to be aware of that in case it develops later and they wonder what is wrong."

He said trying to get veterans into the office is a major challenge.

"Veterans can hesitate," Russell, a former U.S. Marine drill sergeant, said. "We're trained to take care of ourselves and help others. When we have a problem it's hard to live up to it. But when your body starts doing things and you wonder what's wrong with it, you begin to seek help."

He said the first thing a veteran asks when filing a claim is if Russell is also a veteran.

"Because it helps to relate to somebody who understands what you've been through and where you were at, and everything else," Russell said.

Russell has been with the Veterans Service Commission for 24 and has worked with some veterans that whole time.

"I know them quite well," he said. "And they call when they have issues or questions. It helps to talk to a familiar voice and someone that knows their history of coming and filing claims with the VA."

Homelessness among veterans is one issue Russell and his staff must deal with.

"We see it growing," he said. "I know a lot of them we try to help when they come in. We refer them to the Chillicothe VA Hospital to see if there's room there. Or they go to LSS (Lutheran Social Services) and they help them as long as they can. And we try to connect them with a permanent place."

"It's not that easy because it's hard to get them to share that they're homeless. But we notice it when they drive up. We can tell by looking at their vehicle or if somebody brings them in."

Some veterans also have drug and alcohol problems.

"That's true," Russell said. "They do. And we try to help keep them out of jail and help them get back on their feet and resolve whatever issues they've got and get back into the community and their family."

Veterans seeking help can visit the county Veterans Service Commission office at 3044 Columbus-Lancaster Road NW. The office is in a strip mall between the Fairfield County Airport and Meijer.

The office phone number is 740-652-7920.

jbarron@gannett.com

740-681-4340

Twitter/X: @jeffrey_ba7142



To: Fairfield County Commissioners & Staff
From: Dr. Carri Brown, County Auditor
Date: November 14, 2024
Subject: **The Effect of Development on Assessed Valuation**

The Effect of Development on Assessed Valuation

What is the effect of development on assessed valuation? To answer that question, one needs to first consider how valuation is based on the *market*. Another consideration is if the question is posed regarding the effect on an individual property or the effect on the overall aggregate assessed valuation.

Looking at ***an individual property***, if development is a variable that would increase the marketability of a property, it is possible and reasonable to conclude that the valuation would increase. There would be neighboring or comparable sales that would support the increase as a part of the codified triennial and sexennial updates. However, development could make a property less marketable. There would be data to support that case, as well. The effect might not occur immediately in the market.

Also, in a market where demand for properties exceeds supply, fair market value of properties tend to increase. When supply exceeds demand, the opposite tends to occur. In this regard, development has an impact. An increase in the supply of housing, for example, could result in smaller increases in market values, even while demand continues to exceed supply.

Changes of valuation are driven by the market. Data about the market reveal the price at which a property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

From ***an aggregate perspective***, development in any year is termed “new construction.” New construction adds to the overall valuation. It typically exceeds any reductions of properties in the Central Ohio area. In Fairfield County, new construction was assessed at over \$100 million in 2023, for the tax year of 2024. The assessed valuation overall increased about the same amount for that year.

Property taxes are ad valorem or based on value. Increases in valuation do not result in one-for-one increases in taxes, as there are other factors to consider, such as reduction factors that are calculated by the state.

A key factor is what has been approved by voters. ***Most property taxes are the result of voted levies.***

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor

Notary Public FACT SHEET



What is a notary public?

A notary public is a state-appointed official who serves as an impartial witness to deter fraud. They are empowered by the state to perform various acts that add an extra layer of security and credibility to legal proceedings. Notaries uphold trust and protect individuals. They support our efforts to **Serve • Connect • Protect.**

To be a notary, a person must meet the following requirements:

- Have no criminal convictions, and
- Be at least 18 years old and a legal resident of Ohio, or
- Be an attorney admitted to practice law in the state with a primary practice in Ohio.

What certifications and/or trainings are needed to obtain notary certification?

In Ohio, notaries undergo a background check, complete an educational course, and pass a test. Qualifications vary from state to state.

What types of documents do notaries most typically work with?

Notaries often verify signatures on legal documents, such as real estate documents and affidavits.

What is the process for getting a document notarized through the Auditor's Office?

The Auditor's Office currently has seven notaries on staff:

Real Estate Office at 108 N. High St.
Rachel Elsea, Lori Kidder, Crystal Walker, and Julie White

Admin Courthouse Office at 210 E. Main St.
Angel Horn, Joanna Vanderbilt, and Michelle Wright

The offices have regular business hours from 8 a.m. – 4 p.m., Monday-Friday. There is no charge for this service and no appointment is needed. Please remember to bring government-issued identification along with the documents that need to be notarized.



Did You Know?



The practice of the notary public dates back to ancient Roman times when few people were taught to read and write. A notarius was appointed as a public official to create written documents of agreement or wills and hold them for safekeeping.



In colonial America, persons of high moral character were appointed as public notaries to certify and keep safe documents of shipping and bills of lading for transatlantic shipping.



National Notary Public Day was established in 1975 as a day to recognize notaries for their public service and their contributions to commerce. The date of November 7 was chosen in recognition of the day that America's first notary, Thomas Fugill, was appointed in 1639.



The Ohio Secretary of State's office commissions and maintains records of all notaries public in Ohio.



Learn more at:

<https://www.ohiosos.gov/notary/information/>



Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

November 14, 2024

Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals...

Operation Green Light was a good way to show support for our Veterans. Thanks for the opportunity to celebrate Veterans Day in this way.

Thanks to Fairfield County Utilities for hosting ERP training at their offices. **Thanks to the Finance Team for organizing the training. It is great to see the collective efforts to increase organizational knowledge about the financial system.**

A Destination Downtown Lancaster meeting was held on November 12th, and the goals of the strategic plan were reviewed. The County Auditor's Office has been participating in the **all-accessibility activities**, and there will be new opportunities for that in the future.

The CAAO conference was held this week in Dublin. We had multiple participants in a variety of financial, real estate assessment, and weights and measures sessions. Carri presented on Wednesday. There was a positive opportunity for networking with our colleagues.

Rachel and Carri followed up on some **CAAO communication strategies** so that no county is left behind with communications, especially about property assessments.

We have a **sexennial update communication strategy and rapid response plan** for our sexennial update in 2025.

An informative MCJDC summary has been prepared. In Fairfield County, we will in 2025 begin receiving a contracted amount for CFO services.

Stay the course with the innovations of DocLink and the lot split application! These are complex projects, but they will pay off for our stakeholders and public.

The **new 2024 Aerial Imagery** is now on the County Auditor's Real Estate Website. Way to go!

CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030
co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



Your Fairfield County Auditor's Office:
WINS OF THE WEEK

Cross-training and teamwork continue to thrive! Thanks for the numerous GEMs coworkers have provided one another in support of this effort. This week, thanks to Jess Ferguson, Payroll Officer, for her support of Lori Kidder, Conveyance Officer.

A fact sheet for Notary referrals was prepared this week as part of our outreach efforts. In addition, Crystal Walker volunteered to be in a video which will also be a part of our Notary outreach efforts. Thanks for that, Crystal!

Congratulations to those who have completed NACo Leadership Academy Training. We are going to honor the newest graduates at our retreat!

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MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

2024 MORPC ACCOMPLISHMENTS



2024 MORPC ACCOMPLISHMENTS



With 3 new communities MORPC soars to 88 members!



Here are the results for improving Central Ohio by each of the four Strategic Plan Pillars.



DRIVE INVESTMENT


INVESTING IN OUR REGION



\$18 Million Award to Expand Electric Vehicle (EV) Charging Infrastructure



Advancing Central Ohio Passenger Rail with Corridor ID Grants




\$35 Billion Planned in 2024-2050 Metropolitan Transportation Plan



\$140 Million in One-Time Strategic Community Investment Funds and Capital Budget Through Working with the Columbus Partnership



Coordination & Partnership on LinkUS Mobility Initiative
 -Adopted First-Ever Regional Capital Improvements Program for Transit Supportive Infrastructure with 83 Projects
 -Approved Plan for \$8 Billion in Mass Transit Expansion & 500 Miles of Sidewalks and Trails




Community Outreach:
 -Drive Investment Newsletter
 -Created Money Mondays Youtube Portal
 -Esource Newsletter


ADVOCACY EFFORTS



Public Policy Agenda for 2025-2026
 11/19/24



Advocated and Recieved Additional Dollars for RTPOs and Increased Competitive Bidding Thresholds



Secured Federal Appropriations for 8 Projects Through Member Directed Spending with the Columbus Region Coalition
 040



BUILD VALUE FOR MEMBERS



Monthly Membership Newsletter



HBCU Connect utilized to post 28 member jobs



Ohio U Governing Essentials for Local Elected Officials-28 Graduates



Association of Defense Communities Member



Community Based Planning Assistance Program



Ohio Rural Development Alliance Member



Central Ohio Defense Group Partner



Coordinate Mid-Ohio Finance Administrators (MOFA)



5 Regional Planning Area Meetings



4 Rural Forums:
-Workforce Mobility
-Housing for All Generations
-Revitalization and Zoning for the Future



Planning Together: Schools and Communities (with MODE)



Central Ohio Defense Community Partnership Conference

Pre-Commission Meeting Special Luncheons Spotlights Included:



Colonel Andrew Powers
Commander, 121st Air Refueling Wing
Ohio Air National Guard



Joseph Nardone
President & CEO
Columbus Regional Airport Authority



Emily Smith
Ohio Public Affairs Director
Intel



Ted Carter Jr.
President
The Ohio State University



Steve Steinour
Chairman, President, & CEO
Huntington Bank



- Annual State of the Region Summit on Sustainability
- Safe Streets Central Ohio
- Central Ohio Transportation Safety Forum
- Ohio Conference on Freight (Partner)
- Data Day
- Annual Social Media Summit
- Economic Development Forum (w/ US EDA, Ohio Program Rep)
- Transportation Innovation Forum
- Riverfest
- Supplier Diversity Procurement Fair
- Long Street Bridge Celebration



- Sustainable2050
- 38 Members with 20 Earning Certification
- Population Growth Data
- Community Based Planning Assistance
- Mid-Ohio Open Data Site
- Regional Housing Strategy Support
- Administered Clean Ohio Conservation Fund via Natural Resources Assistance Council
- Regional Community Energy Strategy-Free Solar Assessments and Funding for Rooftop Solar
- Launched Greenways Planning Studio with Rapid 5, to Create the Largest Interconnected Parks System in the Country



CREATE AN ENVIRONMENT FOR PROSPERITY

Economic Development Focus

- ▲ Established Comprehensive Economic Development Strategy (CEDS) Committee
- ▲ Climate Action Plan
- ▲ Central Ohio Greenways Wayfinding Strategy
- ▲ Central Ohio Passenger Rail Committee
- ▲ Ag Outreach Committee for Sustaining Scioto Board
- ▲ Leader in Regional Schools Energy Strategy
- ▲ Neighborhood Air Monitoring Program
- ▲ Education on Clean Energy Related Policies
- ▲ Weatherized **300** Homes & Repaired **38** Homes
- ▲ Franklin County Bd of Health LEAD Grant Remediation
- ▲ HUD Healthy Homes Grant/Radon & Lead Remediation
- ▲ Geographic Expansion of HWAP Service Area
- ▲ Utilized COCIC Grant
- ▲ Repaired homes at Leonard Park & Urbancrest
- ▲ Code Compliance Support to Renew Homes Non-Profit
- ▲ Hosted US Dept. of Energy Secretary with a Site Visit

Partnerships for Prosperity

- ▲ **Updates with Every MORPC Community**
- ▲ **Ohio Minority Supplier Development Council**
- ▲ **Community Refugee & Immigration Services (CRIS)**
- ▲ **Conference of Minority Transportation Officials (COMTO)**
- ▲ **HBCU Connect**
- ▲ **National Center for Urban Solutions**
- ▲ **The Kings Arts Complex**
- ▲ **St. Stephen's Community House**
- ▲ **Columbus Urban League**



▶▶ PAY IT FORWARD



Local Government Summer Internship Program

Leveraged
\$83,000
in scholarships

Leveraged
\$206,000
local government support

Hosted
51 Interns
in Central Ohio

Partnered with OSU Knowlton School & Easton Community Foundation to
Sponsor 3 Easton Future Fellows

Invested in Leaders

HIRED



Parag Agrawal

Chief Mobility & Infrastructure Officer
& Senior Director of Programming

HIRED



Jessica Kuenzli

Chief Regional Planning Officer &
Senior Director of Planning

PROMOTED



Ralonda Hampton

Senior Director of
Communications & Engagement

To learn more, scan the QR below



111 Liberty Street, Suite #100
Columbus, Ohio 43215
614.228.2663
www.morpc.org





MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

111 Liberty St., Suite 100
Columbus, Ohio 43215
www.morpc.org

November 12, 2024

Commissioner Dave Levacy
Fairfield County
210 E Main St
Lancaster OH, 43130-3879

Re: MORPC 2024 Return on Investment

Dear Honorable Levacy:

I want to thank you and your community for your continued partnership with the Mid-Ohio Regional Planning Commission (MORPC). I am pleased to share the results of your support, and the tremendous spirit of collaboration across this region which led to a year of unprecedented achievements.

We delivered on all four core values: *Pay It Forward*, *Drive Investment*, *Build Value for Our Members*, and *Create an Environment for Prosperity* which led to consecutive 100% member retention and three new governments including the Village of West Jefferson, the Village of Mount Sterling and Brown Township bringing our total membership to 88 governments!

Build Value for Our Members: We set a record attendance at our State of the Region where local government leaders heard from Majora Carter on transportation and housing development strategies. We hope you join us for the Summit on Sustainability on October 29th where Jeff Speck, a renowned city planner who specializes in making our communities more walkable, will be the keynote speaker.

We convened opportunities for board members to hear and meet with regional leaders such as: President of The Ohio State University Ted Carter, CEO of the Columbus Regional Airport Authority Joe Nardone, Intel's Public Affairs Director Emily Smith, and the Commander of the 121st Air Refueling Wing at Rickenbacker Colonel Andrew Powers. These pre-commission lunches continue to demonstrate that Central Ohio is in the midst of transformational change.

Drive Investment: MORPC secured our largest grant to date, a \$15 million dollar investment to expand EV charging capabilities, which helps our goal to secure a more sustainable future for our region. We collaborated with community partners to secure \$141 million of One-Time Strategic Community Investment Funds and Capital Budget funds that will help 80 projects.


Create an Environment for Prosperity: With passenger rail studies underway to identify station locations, to Transit Supportive Infrastructure planning, Central Ohio is about to bring a whole new

William Murdock, AICP
Executive Director

Chris Amorose Groomes
Chair

Michelle Crandall
Vice Chair

Ben Kessler
Secretary



mode of mobility to benefit the region. The changes come with opportunities to use our resources to address quality of life issues such as greater mobility options, more housing for all income levels, and a culture that embraces its diversity of people.

Our economic development team moved swiftly to take advantage of the new Economic Development Designation and assisted 23 communities with grant coordination. Simultaneously, the community-based planning assistance program has 17 requests in the works for direct assistance to local governments further demonstrating the need to leverage our resources in a period of rapid growth.

Pay It Forward: MORPC continues to enhance public service leadership and build capacity for communities. We added a dedicated coordinator to strengthen our connection to career centers producing future public service professionals in a broad range of studies and placed 51 college interns in local governments throughout our region. We were able to expand our educational partnerships to include spouses and children of our member governments in certain programs. Visit www.morpc.org insert MORPC Member Benefits in the search to view the full list of benefits.

We are grateful for the dedication of our MORPC Team, Board Members, Committee Members and community partners, who are working together to grow better as we grow bigger.

I am pleased to report your community received \$26 for every \$1 invested in dues.

Feel free to contact me or Member Services Officer Eileen Leuby with questions about the methodology, our services and programs, or any other questions or ideas.

Thanks again for your membership of MORPC and commitment to making Central Ohio get better as we grow bigger!

Kind regards,



William Murdock, AICP
MORPC Executive Director



Fairfield County
Fairfield
County
MPO & NONMPO
Member
CORPO

2024 ANNUAL MEMBERSHIP DUES **\$52,230**

2024 Benefits by Area **Fairfield County**

Transportation MPO Services	\$231,058
Gohio Commute	\$59,001
Competitive Advantage Process	\$37,957
Central Ohio Rural Planning Organization	\$75,087
Federal Transit Administration (MORPC Administers Funds)	\$191,809
Mobility Manager program	\$34,171
US EDA	\$74,700
CORPO FHWA Safe Street for All	\$54,152
EV Charging Grant	\$5,209

Regional Strategic Initiatives	\$30,646
Active Transportation Planning	\$150,345
Greenways and Blueways Planning	\$16,794
Ohio EPA Water Resources Planning 208	\$8,885
Association of Pedestrian & Bicycle Professionals	\$1,200
Summit on Sustainability	\$8,926
Sustainability Initiatives	\$3,130
Air Quality Monitoring, Alert & Education	\$40,451
OEPA Regional Water Study	\$11,896
Climate Pollution Reduction Grant	\$5,388

Human Resources Salary Survey	\$8,646
Regional Data Advisory Activities, GIS Users Group, & Regional Information & Data Group (RIDG)	\$123,570
MORPC Insights	\$50,015

Ohio Rural Development Alliance	\$2,500
Mid-Ohio Finance Association Meetings	\$2,020
Ohio Association of Regional Councils	\$2,170

Government Affairs & Member Services

Government Affairs & Community Relations	\$26,912
Regional Investment Work	\$6,187
Membership Services	\$15,457
Columbus Region Coalition	\$15,250

Defense and Advocacy Services

Advocacy	\$72,000
Central Ohio Defense Group	\$48,000
Association of Defense Membership	\$450
Grant Finder Search Service -membership	\$1,463
Council of Development Finance Agencies-membership	\$1,375
Gongwer Legislative Tracking	\$3,500

Communications & Engagement

Diversity & Inclusion		\$3,593
State of the Region		\$8,831
		\$3,500
TOTAL*		\$1,432,743
RETURN ON INVESTMENT	\$	26

(*Anticipated cost of benefits provided through Dec. 31, 2024.

Community-Based Planning Assistance Value is not included.

November 18, 2024

Ohio Power Siting Board
180 East Broad Street
Columbus, Ohio 43215

RE: Case # 24-0495-EL-BGN

Dear Ohio Power Siting Board,

My name is Courtney Berry and I live on a farm which is about 500 feet away from the proposed solar property going in on the Upp farm. I am writing to express my extreme opposition to the EDF Renewables Eastern Cottontail Utility Scale Project.

I am a teacher and have been proudly for 18 years. In those 18 years I have seen a huge societal shift towards teachers. I have also seen the pendulum swing back and forth in regards to rules from the state and federal government. As teachers, we are constantly asked to do more and more and more with less. Less funding, more students, less resources, but more expectations that we must meet. Then add society who thinks all we try to do is indoctrinate children. So you probably wonder why I'm writing about teaching when this is a letter of opposition to the proposed solar plant. You would be surprised to know that teaching and farming are very similar in both regards to governmental regulations as well as societal opinions. Farmers are constantly having to produce food for more while losing land to businesses and other developments out of their control. Also, since the majority of society has been removed so greatly from farming and understanding farming practices, most farmers are constantly being criticized for their farming practices.

Teaching will never go away, but with the loss of farmland in just Fairfield County alone, as well as nationwide, there very well could come a time in the not so distant future that farmers have no land to farm. According to the USDA, in 2022, *"the US exported \$213 billion in agricultural products, which was 7.1% of all US exports. This was a record value for the country. The top exports in 2022 were soybeans, corn, beef, dairy, cotton, and tree nuts. These commodities made up more than half of the value of US agricultural exports."* Soybeans, corn, cotton and tree nuts require LAND to grow. Beef and dairy also require LAND to grow the feed, hay, and pasture. The amount of land being sold to development and businesses is definitely impacting my family's livelihood, our income, our way of life. Many think farmers are just using this as a scare tactic but that couldn't be farther from the truth. According to a report by the Department of Agricultural, Environmental, and Development Economics, at The Ohio State University: *"While counties located in the Metropolitan Statistical Areas had among the largest percentages of agricultural land loss to development (as high as 93% for Franklin County), the overall percentage of agricultural land lost to development in Ohio has been 51% between 2001 and 2021."* Over HALF of our land has been lost to development in just 20 years?! This is not a scare tactic- these are facts.

There have been many reports done on the major network channels about lab-grown food as well as multi-level livestock production. Call me old fashioned, but I want to know that my food was grown in a field created by God, and not some lab-grown food in a metal cylinder in another country. Because everyone wants to eat a delicious plate of lab grown food from a petri dish that was transferred into a big cylinder. Yummy.

Solar companies claim that the land can be returned to farm land when the solar projects are decommissioned. This claim is based on the trust that the government will still provide the funding for these solar projects; this claim is based on the trust that the solar companies will still be in business; this claim is based on the trust that the solar companies will actually follow through on their agreement to return the land EXACTLY as it was (that includes tileage, topsoil replacement, fixing the slope of the land, etc.) This is a lot of trust we are placing in companies that are foreign owned and have absolutely no data to show that they will do this. Also trusting these solar companies that made their land owners sign a non-disclosure agreement and keep it secret from family and friends for several years before the government had a chance to pass bills that allowed it to be grandfathered in?! Or how about the solar companies that are refusing to pay for damage done to neighboring land owners because of the destruction they are causing as they construct these solar plants? I was raised that trust must be earned. There is not one ounce of data to show me I should trust EDF Renewables. They certainly have not earned my trust.

Secondly, being a teacher, and the wife of a farmer, I do not have time to read through every single letter that has been sent to you. However, the ones I have read through that are in support of this solar project in Walnut Township of Fairfield County have absolutely no ties or a connection to the area around us. Many of them are from Columbus. Please tell me how someone living in Columbus has any interest in what is happening on a farm in little Walnut Township. They don't- that's what the answer is. I know it's never right to make assumptions, but I guarantee you the majority of the letters and support are from union workers and other contractors involved with this proposed solar project. How else can I tell? The fact that the letters all sound alike with the exception of a few words that have been changed. Which makes me wonder if these people even wrote the letter or their company just wrote it for them. Need a fact to back up my "assumption"? Recently published in the Mount Vernon News, our very own Ohio Attorney General Dave Yost stated that the Frasier solar project in Knox County admitted to "Using unions, universities (who have students from outside of the county), and 2 consultants to assist with comments" that were in favor of solar power. Wow, if that could not be any more corrupt! And these are the support letters you are believing?? I'm sure Eastern Cottontail has their own corrupt letters as well that you are reading and believing. Shame on everyone involved in this lie.

However, I know you like facts, so the fact I can tell you is that all you have to do is drive anywhere in a 5 mile radius of the proposed solar plants in Walnut Township and the opposition signs are everywhere. There is not one sign that says "I support solar". Fact is that everyone who lives in this locality of the solar plant does not want it. The only letters I have read that are for it are the landowners themselves who have signed up. That's a fact.

I'm attaching some pictures of the local opposition signs so you can see for fact this is not wanted or welcomed in our area. I am also attaching a picture of the WHY I am in opposition. I am in opposition because my husband is a 8th generation Berry farmer, farming on the very land his great, great, great grandfather farmed. I am in opposition because this is how we make a living and it is part of our income. I am in opposition because our son loves to ride in the tractor, combine, be in the hog barns, help in the shop, and he dressed up as an ear of corn for Halloween because farming is in his 9th generation Berry blood. I am in opposition because our children need to know that trust is earned. I am in opposition because our children love to come in filthy dirty from a hard day of playing and working on the farm. I am in opposition because I want to know my food was grown in soil and warmed with the sun and watered with the rain from our Creator. I am writing in opposition because our farmland deserves to be preserved. I am in opposition because farming is our heart and soul.

Sincerely,
A. Courtney Berry
5320 Canal Road NE
Pleasantville, Ohio 43148
jcberry723@gmail.com



Fact: Directly across the field from proposed solar plant on Cattail Road. Not a fake letter from Columbus.



My WHY.

TO: Aundrea Cordle, County Administrator

FROM: Holly R. Mattei, AICP
RPC Interim Director

DATE: November 15, 2024

SUBJECT: USDA Regional Food System Partnership grant

As many of you may have heard, earlier this month Fairfield County was notified that our application was not successful for the USDA Regional Food System Partnership grant that we applied for in May 2024. While this is very disappointing, we understand the competition was strong and with only \$5.2 million available the USDA ultimately only awarded 10 grants nationally.

On a positive note, we received constructive feedback from the USDA on our application. Positive comments from the reviewers included:

- “The application clearly describes several goals and objectives which are entirely consistent with the aims and scope of the funding opportunity...”
- “There are 5 objectives outlined, which are precise, attainable, and meet the purpose of the grant program. There are 10 counties involved, with many partners collaborating on this project.”
- “...the applicant has assembled a large regional base of partners, making this a potentially high-impact project.”
- “The budget is clear, reasonable in amount, and aligns with the project description.”
- “The overall project is exciting as it proposes a partnership between 10 different regions! What a potentially exciting coalition!”

We also received feedback on areas where we could improve our application. The biggest takeaways on improvement include:

- More detail on how we arrived at budget costs.
- We need more agricultural representation on both the core project team and our partners.
- We need a more detailed plan on how to disseminate information and engage stakeholders in the 10 county region.
- We need to break down the timeline into more detail and plan additional contingency time for finding and selecting the consultant.

Holly R. Mattei, AICP
Interim Director

www.co.fairfield.oh.us/rpc

The grant committee met last week. We are recommending that we reapply for the USDA Regional Food System Partnership grant in 2025. We believe getting started early will allow time to strengthen the relationship among the various partners and begin to address deficiencies in our earlier application.

Please advise if the Commissioners' office supports our committee moving forward with a new application in 2025. We look forward to hearing from you.

Holly R. Mattei, AICP
Interim Director

www.co.fairfield.oh.us/rpc

Fiscal Year 2024 Description of Funded Projects

Number of Grants Awarded: 10
Amount of Funds Awarded: \$5,224,700.22

For more information, please visit the grant program's website:
<https://www.ams.usda.gov/services/grants/rfsp>

NOTE: The below project descriptions were provided by the grant recipients. The views expressed in the descriptions do not represent the views of or endorsements by the United States Government or the United States Department of Agriculture.

Alaska

Recipient: Alaska Food Policy Council, Homer, AK
District: AK-001
Project Type: Implementation & Expansion
Award Amount: \$385,216.55
Match Amount: \$100,000.00
Total Project Amount: \$485,216.55

Collaboration, Knowledge Co-creation, and Network Weaving: Building Alaska Food Systems with Mapping, Data, and Value Chain Coordination

The Alaska Food Policy Council (AFPC) has built a statewide, grassroots network of supporters, amplifiers, and diverse partnerships to address Alaska's food insecurity while supporting a resilient local food supply. AFPC engages in education at the city, state, and federal levels to create systemic change. AFPC hosts working groups and special focus working groups, on topics like Indigenous foods, food waste, food hubs, and more. These groups, which make up the Alaska Food System Network, include individuals and organizations from across the state, resulting in creative solutions and unique challenges that aim to address the food security needs of all Alaskans. Throughout our 2020-22 USDA RFSP Planning Grant, more than 350 Alaskans and 40+ organizations participated in developing a statewide Food Security Action Plan. From this work, along with our recent work in coauthoring both the Governor's Food Security & Independence 2022 Task Force Report and the Alaska Legislative Food Strategy Task Force Report, two pressing needs have emerged: a centralized repository of food systems data and assets mapping, and the establishment and facilitation of a multi-stakeholder value chain coordination council. Together with statewide partners, AFPC has identified clear pathways to successfully launch these projects. Through executing our RFSP work plan, it will leverage our collective expertise to turn these needs into reality and make significant differences to increase food security, while supporting resilient local and regional economies for all Alaskans.

California

Recipient: Local Area Revitalization Project, Susanville, CA

District: CA-003, ALL

Project Type: Planning & Design

Award Amount: \$205,303.50

Match Amount: \$70,823.00

Total Project Amount: \$276,126.50

EPIC Harvest: Building a Resilient Regional Food System in Remote Northeastern California

The Eastside Producers Informational Collaborative (EPIC) aims to unite stakeholders in Plumas, Sierra, Lassen, and Modoc counties to develop a resilient regional food system, enhancing market access for local producers and ensuring food security during crises. These four counties share similar characteristics: a remote and mountainous terrain, tight knit communities with an agricultural heritage, and economic hardship. EPIC will develop business plans for a regional network of aggregation and distribution that links this region to market opportunities, relieving prohibitive burdens on producers, and creating economic opportunities that provide food security, economic development, and environmental stewardship to the region. Three goals will be completed during the project period 1) establish plans for a Resilient Regional Food System: Forge strategic partnerships within and between four counties and engage in community outreach and feedback 2) Develop business plans that will enhance market access: Plan and develop a collaborative aggregation and distribution network in and between the four counties, and 3) Ensure food security during crises: Strategize emergency food access alongside the aggregation network to mitigate risks and ensure consistent access to nutritious food.

Georgia

Recipient: Southeast Regional Cooperative, Inc., East Point, GA

District: GA-005, ALL

Project Type: Planning & Design

Award Amount: \$250,000.00

Match Amount: \$135,000.00

Total Project Amount: \$385,000.00

Boundless Distribution Systems Development Partnership

The Boundless Distribution Systems Development Partnership will bring together the Southeast Regional Cooperative (SERC) and a diverse community of partners including Feeding America, Partner State Associations, Georgia Department of Agriculture, Georgia State University, and the Southeast Produce Council with a goal of increasing efficiencies throughout the supply chain that support the charitable food network. SERC will plan and develop strategies in critical areas including transportation management, middle supply chain logistics, value added processing and integrated data management, culminating in a project plan for a regional service center. For profit organizations and institutes of higher education will be engaged to conduct research, integrate diverse data platforms and operating systems, and optimize planning for sourcing and distribution. Partners will plan and design a regional service center offering freight supplier development and management, freight brokerage, weekend and evening support, and billing services, including programmatic grant administration. SERC will engage a wide range of community partners including growers, producers, partner organizations and our

neighbors to explore and analyze scope of work, location, value added processing, aggregation, distribution, and 3PL partnerships. Attention will be given to socially disadvantaged entities to create sustainable markets, while developing capacity to secure funding for long term stability. Twelve convenings will be conducted over two years. Two convenings will be for the partnership leaders, and ten will be held specifically for 1) freight and logistics, 2) middle supply chain, 3) engaged data/IT organizations, and 4) growers and other agricultural producers partnerships, and food banks and other engaged non-profit organizations.

Hawaii

Recipient: Hawaii Good Food Alliance, Kaneohe, HI

District: HI-ALL

Project Type: Implementation & Expansion

Award Amount: \$970,429.00

Match Amount: \$500,000.00

Total Project Amount: \$1,470,429.00

Creating Pathways to Careers in Hawaii's Growing Food Hubs

The Hawaii Good Food Alliance (HGFA) and the Hawaii Food Hub Hui (HFHH) are partnering to establish an innovative apprenticeship program that addresses the critical workforce needs of Hawaii's local food system. The program will provide paid on-the-job training, mentorship, and pathways to career advancement for new and existing food hub employees across the state. The partnership leverages the expertise and resources of HGFA, HFHH, and key collaborators, including educational institutions and local food system stakeholders. HFHH will lead the program's implementation, working closely with participating food hubs to recruit and support apprentices, develop training materials, and coordinate learning experiences. The project's primary goals are to: (1) Develop a skilled and diverse workforce for Hawaii's food hubs; (2) Enhance the capacity and resilience of local food enterprises; and (3) Strengthen the overall sustainability and equity of Hawaii's regional food system. To achieve these goals, the program will offer a combination of paid work experience, classroom instruction, mentorship, and professional development opportunities over a 12-months. Each participating food hub will receive funding to support the wages and training of 1-2 apprentices, with a target of engaging 14-28 apprentices statewide. By investing in human capital and creating career pathways, this project will enable food hubs to scale up their operations, meet the growing demand for local food by Hawaii's public institutions, and contribute to a more vibrant and inclusive local economy. The program also aims to serve as a replicable model for workforce development in other regions.

Maine

Recipient: GrowSmart Maine, Augusta, ME

District: ME-01, ME-02

Project Type: Planning & Design

Award Amount: \$152,952.00

Match Amount: \$95,600.00

Total Project Amount: \$248,552.00

The Downeast Food System Partnership

The Downeast Food System Partnership (DFSP) partners are all working within the overall vision of a broader diversity of Downeasters involved with growing and regularly accessing affordable, locally grown food, and where local farmers and others involved in the local food economy are making a sustainable living. The DFSP purpose is to provide a platform for developing joint goals and plans, conducting outreach to farming communities, coordinating with relevant actors within and outside the region, and accessing additional resources for implementation of priority actions. A shared understanding of the existing resources and assets, as well as the shared needs and aspirations of the Downeast Food System will inform the prioritization of joint actions for growing an expanded, innovative and more diverse regional food system. This includes increased processing capacity and market access for farmers and food producers – especially value-added opportunities. In addition, consensus will be reached among key stakeholders on a set of recommendations for a Downeast Food System Plan, with strategic and fundable project proposals developed that advance the vision of the collective Downeast Food System. The program’s beneficiaries include, but are not limited to, farmers, processors, distributors, and value-add producers; Distressed and food insecure communities, in particular in Washington County; Institutions that purchase food and organizations that serve vulnerable and food insecure populations; Restaurants, grocery stores, farmers’ markets and other sales points that have an interest in offering local food.

New Jersey

Recipient: Pinelands Preservation Alliance, Southampton, NJ

District: NJ-03, ALL

Project Type: Implementation & Expansion

Award Amount: \$946,505.00

Match Amount: \$239,258.00

Total Project Amount: \$1,185,763.00

Strategic Coalition and Capacity Building to Create New Opportunities for NJ Farmers with the South Jersey Farmers, Equity, and Sustainability Team (FEAST)

The South Jersey Farmers, Equity, and Sustainability Team (FEAST) project is designed to significantly increase the capacity and connectivity of regional food systems in Southern New Jersey. This project focuses on strengthening local food system infrastructure to improve food security and expand economic opportunities, particularly targeting underserved communities of producers and consumers. The project will establish 24 strategic partnerships that connect local producers directly with institutional consumers such as hospitals and schools. Of those, at least four partnerships will focus on engaging underserved organizations, and six will directly connect producers with institutional markets. A

critical output of this initiative is the development of eight new or improved distribution systems that are expected to increase efficiency, reduce costs, and expand customer reach. These systems are linked to the newly formed partnerships and will be supported by the creation of a comprehensive project website, serving as a central hub for information on local farms, farmers markets, information and stakeholder engagement. Additionally, FEAST will work to establish 20 partnerships between regional producers and various market access points, increasing production to meet rising demand, and facilitating more effective product transportation to markets. The project will provide training to 20 stakeholders to develop new strategies that improve food processing, distribution, aggregation, or storage. The project will establish a network of partnerships, the development of enhanced distribution systems directly benefiting local agricultural operations, and the generation of approximately \$900,000 in non-Federal financial resources through increased sales and grants.

Texas

Recipient: Central Texas Food Bank, Austin, TX

District: TX-35

Project Type: Planning & Design

Award Amount: \$249,975.00

Match Amount: \$309,223.00

Total Project Amount: \$559,198.00

Forming a Central Texas Regional Food System Council

This project is a partnership between Central Texas Food Bank (CTFB), Baylor University (BU), and the University of Texas at Austin (UT Austin), with support from local councils of government and local food access workgroups and coalitions. The goal is to form a Regional Food System Council that will facilitate regional food chain coordination, multi-sector partnerships, and mid-tier value chain development across Central Texas' 21 counties and Williamson Counties. The Central Texas Regional Food System Council will align and scale local efforts through a hub-and-spoke model, fostering collaboration and coordination among stakeholders across the food system value chain and developing public-private partnerships to prioritize and implement regional food system initiatives that improve marketing opportunities in the regional food system. Collaboration and coordination among the multi-sector members of the Central Texas Regional Food System Council enhances its ability to strengthen Central Texas' regional food economy by improving farm viability, preserving farmland, and bolstering local and regional food market outlets through value chain coordination. The first year of the project focuses on council formation and setting initial priorities. The second year focuses fully on setting priorities, conducting 1-2 feasibility studies and piloting strategies identified in the feasibility studies. A partnership between CTFB, BU, and UT Austin will scale current localized efforts to the regional context, facilitate the creation and co-design of food system planning toolkits to a Central Texas hub-and-spoke model and empower the council to integrate research, policy, and practice by connecting strategies through an integrated, multi-level approach.

Virginia

Recipient: Local Environmental Agriculture Project, Roanoke, VA

District: VA-006

Project Type: Implementation & Expansion

Award Amount: \$844,347.00

Match Amount: \$251,315.00

Total Project Amount: \$1,095,662.00

The Roanoke Foodshed Network: Strong Food and Farm Future

The Roanoke Foodshed Network (RFN) represents over 50 diverse nonprofit and community organizations, farmers, food businesses, community members, higher education institutions, and government agencies with the collective vision to build equitable and resilient food and farm systems in the Roanoke region of Southwest Virginia. Over the past four years, the RFN built high-trust relations with partners, created shared governance that prioritizes community relationships, and crafted a collective vision that is rooted in systems thinking. This foundation will serve as the bedrock for the Strong Food and Farm Future project which will continue to build awareness, support, resilience, and future investment in the Roanoke regional food system. The purpose of this project is to advance the RFN's 3-year Implementation Plan, including the following objectives 1) facilitate idea sharing, community relationships, trust, and co-creation among regional food systems partners for collective capacity building and regional food systems change; 2) build awareness of and support for regional food systems economies through collective marketing, storytelling and branding initiatives; 3) support regional farm viability through farmer network building, farmer educational programming, value chain coordination, and shared infrastructure; and 4) compile data across sectors of the food system to identify leverage points for systems-level change and help build the case for regional food system investment.

Washington

Recipient: Sustainable Connections, Bellingham, WA

District: WA-2, ALL

Project Type: Implementation & Expansion

Award Amount: \$969,999.87

Match Amount: \$242,500.00

Total Project Amount: \$1,219,999.87

Collaborative Growth – Building Shared Marketing and Communications Networks for Local Food Procurement and Promotion in Washington State

The Eat Local First Collaborative plans to unite over 25 diverse organizations to establish a comprehensive marketing and communication network that enhances local food procurement and promotion across Washington State. Leveraging the expertise of key partners Seattle Good Business Network, Tilth Alliance, and the WA Farm to School Network, this project will help transform Washington's food system, making it more equitable and just, especially for underserved producers and their communities. The project seeks to address the critical need for organized, collaborative marketing to support small farms, fisheries, and under-resourced communities, which often lack the capacity to independently create and sustain their marketing tools. Primary beneficiaries include small farms,

fisheries, under-resourced communities, state agencies, all scales of buyers including schools and institutions, and consumers. These stakeholders will benefit from improved market access, enhanced visibility, and strengthened regional food systems. Key partners and collaborators include nonprofits, government agencies, food hubs, and educational institutions such as Tilth Alliance, Seattle Good Business Network, Washington State University (WSU) Food Systems Program, and WSU Extension Regional Small Farm Programs. Partners operating statewide include the State of Washington Tourism, Washington State Department of Social and Human Services (DSHS), Washington State Department of Agriculture Farm to School Program, and Veteran Conservation Commission. These organizations will leverage their networks and expertise to engage with local producers and buyers. Regional partners, like WSU Extension programs in multiple counties, tourism agencies, and local agricultural guilds, will act as Regional Leads, ensuring authentic regional representation and support for underrepresented producers and businesses.

West Virginia

Recipient: West Virginia Food and Farm Coalition, Inc., Charleston, WV

District: WV-001, WV-002

Project Type: Planning & Design

Award Amount: \$249,972.30

Match Amount: \$70,841.62

Total Project Amount: \$320,813.92

Mountains to Metropolis: Connecting West Virginia Value-Added Products to Regional Markets

This project unites food and agriculture businesses, non-profits, charitable food organizations, and universities to address improved aggregation and distribution, a critical need for small-scale value-added producers in West Virginia. With increasing demand for West Virginia-made value-added products both statewide and regionally, a notable gap in mid-tier value-chain coordination has emerged. The goal is to enhance the economic viability and sustainability of these small-scale value-added businesses by forming strong partnerships and designing an efficient distribution network. This network will extend the reach and competitiveness of West Virginia's value-added products throughout the broader Mid-Atlantic region. The primary beneficiaries extend beyond the applicant organization to include small-scale value-added producers throughout West Virginia, enhancing their market access and economic opportunities. In Phase 1, partners will conduct an in-state comprehensive assessment of current aggregation networks, identify gaps and assets, and determine necessary technical and financial resources. This phase also includes planning efficient statewide distribution systems. In Phase 2, partners will establish new out-of-state partnerships. Project Objectives include identifying, building, and leveraging strategic partnerships and networks among value-added producers, distributors, and retail entities within West Virginia; planning distribution systems to efficiently handle, process, and transport shelf-stable value-added products across the state; expanding aggregation and distribution partnerships established in West Virginia to include broader partnerships across the Mid-Atlantic region; and planning for the aggregation and distribution of West Virginia made value-added products to markets in at least 5 Mid-Atlantic Cities.

Regional Food System Partnerships

Compilation

Application Number: RFSP24000556

Application Name: Fairfield County Board of Commissioners

State: OH City: Lancaster

Scoring Criteria

Criterion 1: Alignment and Intent

Strength:

Page: 4-6

The relationship to the RFP is clearly outlined, with supporting information for each part of the proposal related directly to the RFP.

Page: 4-6

There are 5 objectives outlined, which are precise, attainable, and meet the purpose of the grant program. There are 10 counties involved, with many partners collaborating on this project.

Page: 64-66

The application identifies specific issues of the local or regional food system and describes the project's objectives and their relevance to those issues; the applicant provides extensive detail about the broiler industry and why food processing is needed in this area. Further, the applicant has assembled a large regional base of partners, making this a potentially high-impact project.

Page: 64-67

The application clearly describes several goals and objectives which are entirely consistent with the aims and scope of the funding opportunity. In particular, the justification supporting the need for more and clearer information about the potential need for a poultry processor is sufficiently detailed and well justified. Similarly, the cold storage situation is compellingly described and supported.

Page: 66

The geographic area of the partnership as described appears to be sensible and share important challenges and opportunities that could appropriately be addressed by this funding opportunity.

Page: N/A

The overall project is exciting as it proposes a partnership between 10 different regions! What a potentially exciting coalition!

Weakness:

Page: 67

The particular challenges represented by loss of land due to development is not described in sufficient detail.

Page: 67, 69, 78

It is unclear whether ACEnet is expected to be a participating partner, or just an external resource; in some instances the wording indicates that this organization is to be a partner and provide important expertise. However, they are not listed as a partner and have not provided a letter of commitment.

Criterion 2: Technical Merit**Strength:**

Page: 68-69

The experience shared by several of the proposed partners in creating the Fairfield Growing Plan, in terms of both relationships forged and methodological approach, represents a potentially significant technical resource for conducting the proposed needs assessment.

Page: 8-12

The project is feasible, with appropriate personnel for each task. The timeframe is doable, with what appears to be a one year time-frame.

Page: Workplan, staff

While the leading staff are planners and architects (not experienced with food systems), the applicant justifies why they are prepared and qualified to lead the large coalition of 10 regional entities.

Weakness:

Page: 70

The Work Plan projects only one month (September 30-October 31) to have completed both hiring an external consultant and establishing a steering committee. This time period seems unrealistic.

Page: 72

The community engagement process is insufficiently detailed. While the process may need to be customized for each partner's constituency, common objectives or overarching approaches could be specified in advance.

Page: 72-73

The application provides insufficient detail regarding the steering committee meetings which (especially for the first, in-person meeting) are described as an essential strategy for addressing partner engagement challenges.

Page: 8-12

The timeline is not detailed, with half of the tasks ending in year 1, and the other half ending in year 2.

Page: 8-12

The timeline is not detailed, with only 4 total tasks outlined.

Page: N/A

The project's success is contingent on hiring a consultant and it is not clear what the applicant will do if there are any unforeseen obstacles to that hiring.

Criterion 3: Achievability

Strength:

Page: 13-18

The indicators and objectives all seem appropriate to the project at hand.

Page: 73-78

The Outcomes and Indicators are appropriate for the focus, scale, and scope of the proposed project (Needs Assessment).

Page: 73-92

The selected outcomes and indicators are appropriate for the scale and scope of the proposed project.

Weakness:

Page: 13-18

The dissemination plan lacks a lot of reach. It does not describe how many people they hope to reach through the activities they have planned.

Page: 73, 76

Regarding Outcome/Indicator 1.1.a. regarding formal written agreements, there are at least 18 partners, so there should be at least 18 written agreements.

Page: 74, 76

It is unclear from the description on p. 76 which entity is considered to be the underserved organization as indicated under Indicator 2.1.b, nor how the underserved entity was selected as such.

Page: 76

The application includes the wording of Outcome 4 in place of a description of the relevant indicator, thus there is no relevant indicator.

Page: 78

The plan articulated for disseminating project results is broad and general and may reach only those interested parties who happen to encounter any press release that is picked up and does not include more targeted and proactive approaches to dissemination (e.g. industry conferences, newsletters).

Page: 78

The key factor for sustaining the project's partnership appears to be the continuation of subcommittees established during the Needs Assessment process, but no information is given regarding strategies that will be employed to ensure that these subcommittees will actively continue their partnerships and work after the project period.

Page: 92

The dissemination could use more details about how the applicant will reach out to specific entities in the supply chain. Further, given that 10 regions are involved in this project, there could have been more detail provided on how each regional entity will take and disseminate results.

Criterion 4: Expertise and Partners

Strength:

Page: 19-23

The main leaders of the project seem fairly well qualified to lead. There are also a lot of project partners which will be participating on the steering committee, which is a positive for a needs assessment.

Page: 79-83

Key project personnel appear to be very well qualified to lead the proposed project, and the partnerships encompass a wide range of relevant organizations.

Page: 84-88

The amount of \$100,000 budgeted for the hiring of a contractor to guide and complete the needs assessment seems reasonable and appropriate, given the scope of the project.

Page: Letters of support

The applicant has assembled a long list of letters of support; it is clear that many individuals and organizations are eager to come together to support this project.

Weakness:

Page: 19-23

The main project team lacks a member with a strong agricultural background.

Page: 19-23

The steering committee members are many in number, but most are not representative of the clientele that would be benefiting from this project (no agricultural participants). There are farm bureau members, but many of the other committee members are not directly involved in agriculture.

Page: 69, 72, 88

The application provides insufficient information about the 'core project team,' such as which partners will serve on this team and how they will be selected. Further, it is unclear how this team will function;

for example, page 72 seems to refer to this team as a 'single point of contact' in order to engage other partners in the process.

Page: Letters of support

Although there are several letters of support, many of them are from the Farm Bureau, which, in many locations, is not necessarily representative of small, mid-sized, or disadvantaged farmers. It is possible that this needs assessment will lead to the development of more consolidation in the meat processing sector. Additionally, many of the letters were the same -- just individual names were different.

Page: Letters of support

Although the applicant is in the early stages of the project and is asking for support for a needs assessment, letters of support from more supply chain entities would have made this application stronger. The letters are mostly from local government/regulators and the Farm Bureau.

Criterion 5: Fiscal Plan and Resources

Strength:

Page: 25-30

The overall budget is appropriate for the scope of the project. The matching letters are attached as well, showing verification of funds.

Page: Budget

The budget is clear, reasonable in amount, and aligns with the project description.

Weakness:

Page: 25-30

The budget justification is missing for each of the categories, so while funds are listed, there is no justification for any of the costs by line item.

Page: 70, 87

The application provides very little description or justification for the purchase of marketing materials, such as what types of materials are to be purchased or to whom the partnership's activities will be marketed.

Page: Budget

The majority of the budget is allocated for a consultant (yet to be found), but it is not clear how the applicant came up with the costs for a consultant. It is not clear what the applicant will do if they can't find a consultant, at least in a timely manner, or if the consultant's services will be more expensive (or less expensive) than budgeted for. It is unclear how these potential obstacles may impact the project.

Page: Budget

It is unclear how staff members who are taking on some project tasks will be compensated. Their in-kind effort is not in the budget nor are their salaries requested.

Non-Scoring Criteria

Criterion 6: Chairperson Summary Statement – to be completed by the chairperson exclusively.

Strength:

Page: NA

This proposal is strong overall. It is a needs assessment involving a large group of partners and a consultant over a 10-county area. The proposal has a lot of positive areas, which is that it closely aligns with the RFP, and that it appears feasible in the timeframe given and with the requested budget.

Weakness:

Page: NA

There are some significant weaknesses, including a lack of budget justification for any of the line items or categories. Furthermore, while the project team is large, there are some concerns about the partners included in the project, which may not be representative of all stakeholders.



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

November 13, 2024

NOTICE TO LEGISLATIVE AUTHORITIES
Objections to Renewal of a Retail Liquor Permit

Dear Clerk of Legislative Authority:

All Class C and D retail permits to sell alcoholic beverages in your political subdivision will expire on **February 1, 2025**. In order to maintain permit privileges, every permit holder must file an online renewal application with the Division.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. The hearing may be held in the county seat of the county in which the permit premises is located if that request is made in writing. This will be your only opportunity to object to the renewal of a liquor permit premises which might be a problem in your community.

In order to register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority must pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision must also submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

The resolution and Chief Legal Officer's statement must be sent by email (below) or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than January 2, 2025.

You may wish to contact the law enforcement agency for your jurisdiction to determine if it has any information which will aid in your decision whether or not to object and request a hearing. You can find retail permit holders within your jurisdiction by going to com.ohio.gov/findapermithubolder. Select your city/township name where asked and "issued" under "class issue status." For more information on other ways to deal with problems establishments, including a copy of the text of this letter, go to com.ohio.gov/govhelp.

If you determine that there are no permit premises within your jurisdiction that you wish to object to, you do not need to take any further action. The renewal applications for those premises will be submitted by the permit holders and will be processed by the Division as appropriate.

If you have any questions, please contact the Legal Section at liquorlegal@com.ohio.gov. Sign up for our emails at com.ohio.gov/stayinformed.

DOLC Licensing Section



Eastern Cottontail Solar is committed to engaging with the community by providing regular communications, hosting local office hours, and educating the broader community about our project.

Eastern Cottontail Solar - Our Commitment to Solar Grazing

Throughout our continued engagement with the community, the most common feedback we have received is that while solar utilizes privately owned land, it can displace active farm ground. Our team has been working closely with the local community to identify a solution that supports local agriculture alongside solar.

Our Eastern Cottontail Solar Team is excited to announce that we are implementing agrivoltaics into our project site in the form of sheep grazing. Sheep will be utilized to assist managing the vegetation at the project site once it is fully operational. This will help keep the project's land in agricultural use, and will require a significant flock of sheep and a team of shepherds to manage the operation.

We are proud to be integrating agriculture with clean energy generation at Eastern Cottontail Solar, and to be on the cutting edge of American agricultural innovation. Once we near completion of final site design and better understand where sheep can best be utilized, we will seek to partner with local shepherds who will supply, and manage the sheep. We're committed to continuing to work with the community to make our project as beneficial as possible.



What is Agrivoltaics Anyway?

Simply put, agrivoltaics is the dual-use of land for clean energy generation and agricultural operations. Once Eastern Cottontail Solar is operational, our project will incorporate sheep grazing as a way to help manage the vegetation and the pollinator-friendly habitats that support healthy soils and local bee colony habitats that can offer pollination to neighboring crops.¹

Throughout ongoing conversations with the community, there has been significant interest from various local shepherds who are looking to expand their flocks; but, in order to do so, most require additional land. The opportunity to partner with local sheep farmers not only benefits the project by creating low-impact ground maintenance to assist with vegetation management from the sheep, but it provides farmers financial benefits and the use of the project's grounds to grow and maintain their flocks. The implementation of agrivoltaics is a great way to help keep the land utilized for solar in continued agricultural use during the life of the Eastern Cottontail Solar Project.

We are very excited to continue conversations with local farmers to drive additional local economic benefits and to play a part in growing Ohio's sheep industry.²

EDFR's Commitment to Fairfield County and the Community

As EDF Renewables (EDFR) is committed to being a responsible renewable energy developer, it is vital for us to form strong partnerships with local communities by continually seeking local feedback and incorporating beneficial initiatives where possible. Since proposing sheep grazing as a solution to help keep project land in continued agricultural use, the local community has been very welcoming of this initiative and the host of additional benefits sheep provide.

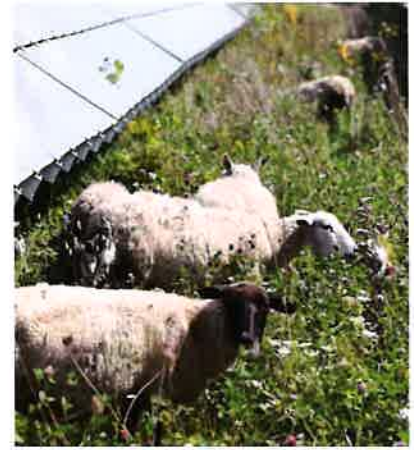
Eastern Cottontail Solar aims to be EDFR's first U.S. site that will implement agrivoltaics in the form of sheep grazing. We are excited to bring this dual use of clean power generation and agricultural production to fruition in Fairfield County.

Community Benefits of Solar Grazing

In addition to continued agricultural operations, sheep grazing at Eastern Cottontail Solar will create many economic and environmental benefits for the local community, including generating market opportunities for local shepherds, creating additional local jobs, and promoting economic throughput by unlocking opportunities to advance regional agricultural-based industries such as meat, dairy, and wool. Sheep are also great stewards of the land; they can help improve plant growth, biodiversity, and soil health, reduce erosion and water consumption, lower overall carbon emissions, and increase carbon sequestration—all while working to ensure solar panels operate at their maximum efficiency.³

The total number of American sheep are the lowest on record and the U.S. now heavily imports a majority of our sheep products.⁴ Ohio is the largest sheep producing state east of the Mississippi River, and the sheep industry is a vital part of the state's economy.⁵ One of the challenges to sheep production in Ohio is that most of the state's agricultural land is used for row crop production. Solar sites provide prime pastureland for sheep, allowing them to grow and develop into healthy flocks.

By incorporating agrivoltaics into our Eastern Cottontail Solar Project, we can help support livestock production, while working to keep active farmland in continued production, drive additional economic and environmental benefits, and generate clean energy for Ohio.



1 <https://www.energy.gov/eere/solar/agrivoltaics-solar-and-agriculture-cc-location>
2 <https://www.agcredit.net/news/episode-55-look-ohios-growing-sheep-industry-roger-high>
3 <https://solargrazing.org/sheep-and-solar-panels-using-solar-sites-for-pastureland/>
4 <https://www.ers.usda.gov/topics/animal-products/sheep-lamb-mutton/sector-at-a-glance/>
5 <https://www.wkbn.com/news/farm-dairy/new-position-at-osu-will-support-growing-sheep-goat-industries-in-ohio/>

For more information, contact us:

Office Hours
Tuesday 5pm - 8pm
Saturday 8am - 1pm or by appointment

115 1/2 West Market Street
Baltimore, OH 43105
740-467-6162

info@easterncottontailsolar.com

www.edf-re.com/project/eastern-cottontail-solar-project/



ISSUER COMMENT

11 November 2024

RATING

Issuer Rating ¹

Aa2

No Outlook

Analyst Contacts

Nathan Carley +1.312.706.9958
AVP-Analyst
nathan.carley@moodys.com

Rachel Cortez +1.312.706.9956
Associate Managing Director
rachel.cortez@moodys.com

CLIENT SERVICES

Americas 1-212-553-1653
Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

Fairfield County, OH

Update to credit metrics

Issuer profile

Fairfield County is located in central Ohio, directly southeast of the Columbus metro area. The county seat of Lancaster is approximately 25 miles southeast of downtown Columbus.

Key indicators

Exhibit 1

Fairfield (County of) OH

	2020	2021	2022	2023	Aa Medians
Economy					
Resident income ratio (%)	115.6%	118.1%	117.4%	N/A	97.8%
Full Value (\$000)	\$12,770,075	\$13,061,575	\$13,425,109	\$16,674,563	\$8,736,359
Population	156,204	157,622	159,371	N/A	90,964
Full value per capita (\$)	\$81,753	\$82,866	\$84,238	N/A	N/A
Annual Growth in Real GDP	-1.1%	6.8%	0.9%	N/A	4.9%
Financial Performance					
Revenue (\$000)	\$165,343	\$170,900	\$168,823	\$202,789	\$97,580
Available fund balance (\$000)	\$61,600	\$81,261	\$85,306	\$103,832	\$43,698
Net unrestricted cash (\$000)	\$129,448	\$184,446	\$201,875	\$228,234	\$68,628
Available fund balance ratio (%)	37.3%	47.5%	50.5%	51.2%	43.0%
Liquidity ratio (%)	78.3%	107.9%	119.6%	112.5%	74.4%
Leverage					
Debt (\$000)	\$48,047	\$49,615	\$45,692	\$45,525	\$46,820
Adjusted net pension liabilities (\$000)	\$227,304	\$276,003	\$247,677	\$176,771	\$103,575
Adjusted net OPEB liabilities (\$000)	\$0	\$10,398	\$4,649	\$2,645	\$7,091
Other long-term liabilities (\$000)	\$6,472	\$7,309	\$10,281	\$9,261	\$3,981
Long-term liabilities ratio (%)	170.4%	200.9%	182.6%	115.5%	190.3%
Fixed costs					
Implied debt service (\$000)	\$3,730	\$3,441	\$3,480	\$3,191	\$3,257
Pension tread water contribution (\$000)	\$5,636	\$4,662	\$3,367	\$7,764	\$2,211
OPEB contributions (\$000)	\$0	\$55	\$70	\$85	\$186
Implied cost of other long-term liabilities (\$000)	\$390	\$463	\$513	\$718	\$282
Fixed-costs ratio (%)	5.9%	5.0%	4.4%	5.8%	7.1%

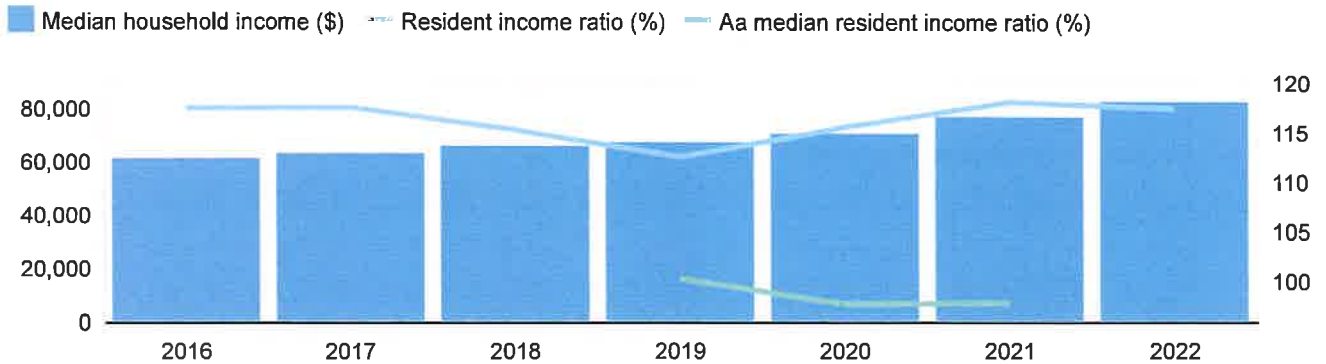
For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Columbus, OH Metropolitan Statistical Area Metropolitan Statistical Area.

Sources: US Census Bureau, Fairfield (County of) OH's financial statements and Moody's Ratings, US Bureau of Economic Analysis

Economy

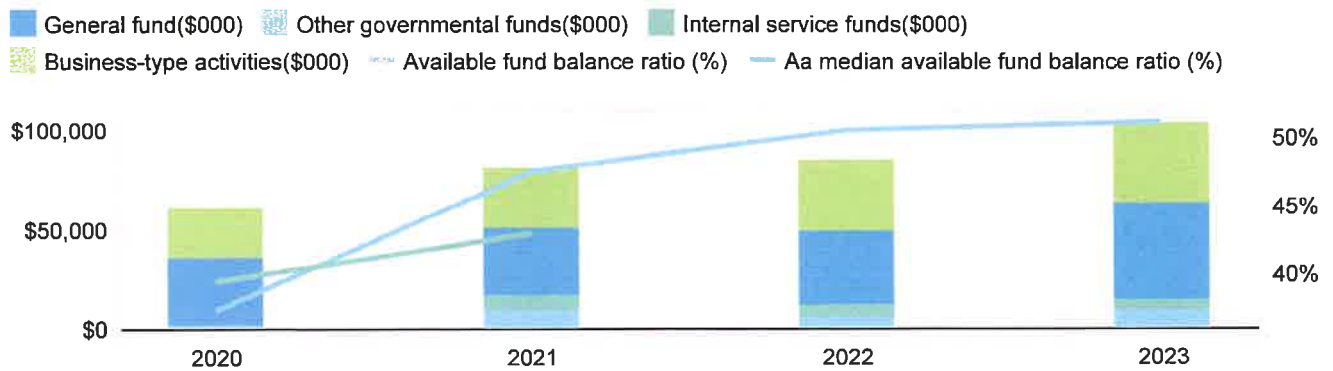
Exhibit 2
Resident Income



Source: Moody's Ratings

Financial performance

Exhibit 3
Fund Balance



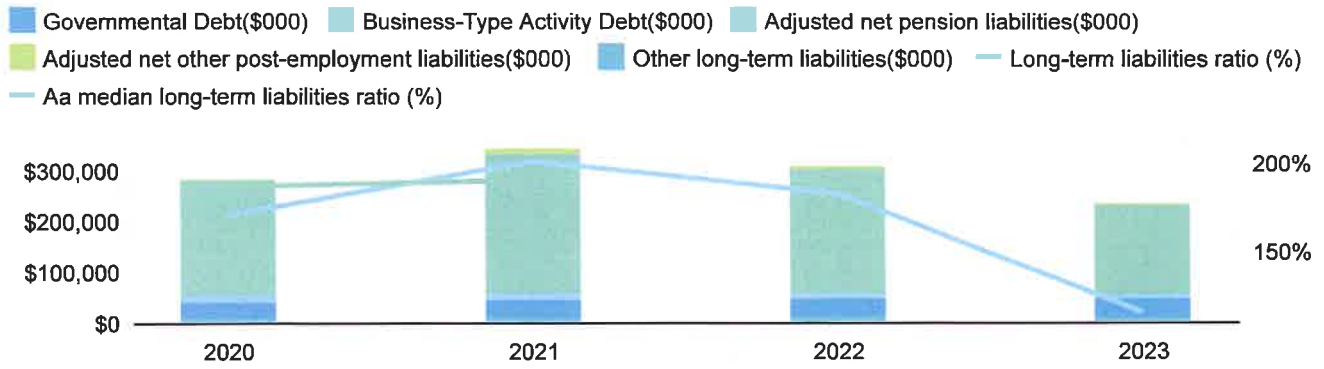
Source: Moody's Ratings

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Leverage

Exhibit 4

Total Primary Government - Long Term Liabilities



Source: Moody's Ratings

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Ratings
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Ratings
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Ratings
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Ratings
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US Cities and Counties Methodology](#).

Source: Moody's Ratings

Endnotes

- 1 Issuer Rating reflects the government's ability to repay debt and debt-like obligations without consideration of any pledge, security or structural features. In some circumstances, credit characteristics are sufficient to result in a GO bond rating that is higher than the Issuer Rating. Local governments with Moody's rated debt outstanding will have separate ratings detailed by security pledge on their Moody's.com issuer page and credit opinions explaining our credit view for each rating.

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REGULAR MEETING #53 - 2024
FAIRFIELD COUNTY COMMISSIONERS' OFFICE
NOVEMBER 19, 2024

AGENDA FOR TUESDAY, NOVEMBER 19, 2024

- 7:00 PM Review
- 7:30 PM Hearing for Engineer's Culvert, TR273-3.315, Stringtown Rd.,
Lancaster
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for November 12, 2024
- Commissioners
- 2024-11.19.a A resolution approving to appropriate from unappropriated in a major
expenditure object category relating to the American Rescue Plan (ARP) Fiscal
Recovery Fund# 2876 [Commissioners]
- 2024-11.19.b A resolution approving an account to account transfer in a major object
expense category for the Facilities Budget, General Fund# 1001. [Commissioners]
- 2024-11.19.c A resolution to approve an authorized use of American Rescue Plan fiscal
recovery funding and appropriate from unappropriated funds for the County ARP
fiscal recovery fund, #2876, for the public safety software project.
[Commissioners]
- 2024-11.19.d A resolution of conversion of prior year 2023 encumbrance (X-mode) to
current year appropriation, to fund# 2876 – Fairfield County Commissioners
[Commissioners]
- 2024-11.19.e A resolution approving to appropriate from unappropriated in a major
expenditure object category relating to the American Rescue Plan (ARP) Fiscal
Recovery Fund# 2876 [Commissioners]
- 2024-11.19.f A resolution approving to appropriate from unappropriated in a major
expenditure object category relating to the American Rescue Plan (ARP) Fiscal
Recovery Fund# 2876 [Commissioners]
- 2024-11.19.g A resolution approving an account to account transfer in a major object
expense category for the Information Technology (IT) Budget, General Fund#
1001. [Commissioners]

Fairfield County Clerk of Courts- Legal Division

2024-11.19.h A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001 [Clerk of Courts-Legal]

2024-11.19.i A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001 [Clerk of Courts-Legal]

Fairfield County Court of Common Pleas

2024-11.19.j A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2839 Common Pleas Recovery Court Grant. [Common Pleas Court]

2024-11.19.k A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 1001, Common Pleas Court General Fund [Common Pleas Court]

Fairfield County Economic & Workforce Development

2024-11.19.l A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement. [Economic & Workforce Development]

Fairfield County Emergency Management Agency

2024-11.19.m A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2708 (8331) FY23 State Homeland Security Grant. [EMA]

Fairfield County Engineer

2024-11.19.n A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for repairs and maintenance. [Engineer]

Fairfield County Job and Family Services

2024-11.19.o A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund [JFS]

2024-11.19.p A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2015, Child Support Enforcement Agency [JFS]

2024-11.19.q A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund [JFS]

2024-11.19.r A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Children Services Fund # 2072. [JFS]

2024-11.19.s A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement. [JFS]

- 2024-11.19.t A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC. [JFS]
- 2024-11.19.u A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and The Bair Foundation. [JFS]

Fairfield County Juvenile/Probate Court
- 2024-11.19.v A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center [Juvenile/Probate Court]
- 2024-11.19.w A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board (ADAMH Board) [Juvenile/Probate Court]
- 2024-11.19.x A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities (DD Board) [Juvenile/Probate Court]
- 2024-11.19.y A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical Center (FMC) [Juvenile/Probate Court]

Fairfield County Regional Planning Commission
- 2024-11.19.z A resolution to approve Conditional Acceptance of the Spring Creek Subdivision Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements [Regional Planning] [Regional Planning Commission]

Fairfield County Sheriff
- 2024-11.19.aa A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund [Sheriff]

Payment of Bills
- 2024-11.19.bb A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval. [Commissioners]

The next Regular Meeting is scheduled for Tuesday, December 3, 2024, 9:00 a.m.

Adjourn

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

Review Meeting

The Commissioners met at 9:00 a.m. at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Steven Darnell; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Interim RPC Director, Holly Mattei; DD Superintendent, Dr. David Uhl; Deputy HR Director, Abby Watson; HR Benefit & System Specialist, Colleen Cook; and Sheriff's Deputy, Kevin Romine. Also in attendance: Jennifer Morgan, Ray Stemen, Sherry Pymer, Frank Martin, Jill Tangeman, Mike Wolfe, and Melony Rarick.

Virtual attendees: Tony Vogel, Shannon, Joe Ebel, Lori Hawk, Nikki Drake, Austin Lines, Deborah, Shelby Hunt, Jessica Murphy, Tiffany Daniels, Steve, Abby King, Stacy Hicks, Nicole Schultz, Mickael Kaper, Jim Bahnsen, Daniel Thompson, Jeff Barron, Belinda Nebbergall, Tony Howard, Dan, Jeanie Wears, Branden Meyer, Amy Brown-Thompson, and Britney Lee.

Welcome

Commissioner Levacy opened the meeting by welcoming everyone in attendance and asked the newest member of the HR team, Colleen Cook, to introduce herself.

Ms. Cook introduced herself and stated her enthusiasm for joining the team.

Presentation from Judge King, 5th District Court of Appeals (5th District)

Judge Andrew King provided an update on the 5th District Court of Appeals which covers 15 Ohio counties. There are 12 court of appeal districts in Ohio. The annual budget of each district is covered by the counties in that district and the percentages are based on each county's population. Ohio's growth is being experienced in Central Ohio and there will be a shift in judges for the districts accordingly. The Judge also spoke about the number of trial cases in Ohio counties.

Commissioner Davis stated that historically the Fifth District was hesitant to pass trial court summary judgements and asked if that is still currently the case.

Judge King replied that he has not seen evidence of that and that some courts will write 30 page summary judgements. Trial Courts are divided by subject matter, Municipal and common pleas courts handle juvenile, probate, domestic, family court, and general division cases. Fifty percent of incoming cases are criminal, while 25% are domestic, probate and juvenile, 19% civil, and 6% miscellaneous. Fairfield County had 47 cases in 2022, and 58 cases filed in 2023. The number of criminal cases has not fluctuated a lot in the last ten years. Civil cases dropped during COVID and have not yet increased to previous numbers. Fairfield County has a lower hourly rate for appointed counsel reimbursements, than other counties in the 5th District. There has been concern about population change and discussions around redistricting. One proposed map would have Fairfield County in the 4th District. Judge King provided a PowerPoint which is available in the minutes packet.

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

Commissioner Levacy asked if Fairfield County would be the district's home county if it moved to the 4th district.

Judge King replied that the largest county becomes the district's home county.

Commissioner Davis spoke about being on a committee regarding indigent defense. Fairfield County pays \$11 per capita for indigent defense and the county's system is, and has been, working. He stated his frustration at the idea of being penalized and forced to pay more for being fiscally responsible.

Judge King clarified that appointments are set at the predetermined rate set by Fairfield County.

Commissioner Fix thanked the Judge for presenting on the 5th District.

Commissioner Levacy stated that it was an honor to have the judge in attendance.

Regional Planning Commission Interview (RPC), Melony Rarick

Ms. Rarick stated her interest in applying for the Regional Planning Commission and added that she has lived in Fairfield County her entire life. She attended High School in Pickerington and moved to Lancaster in 1995. She spoke about sustainability of growth and added that she is on the Board for the Lighthouse.

Commissioner Fix thanked her for her service on the Lighthouse Board and for her willingness to serve RPC. He asked Ms. Rarick how she felt about the growth that is anticipated in Fairfield County.

Ms. Rarick replied that she has worked at Fairfield Medical Center for 18 years and added that she feels it is important that the county continues to grow and manages that growth.

Commissioner Fix asked her for her opinion on the need for density to protect farmland.

Ms. Rarick replied that her grandparents were farmers in Pickerington and that she believes there should be a happy medium/balance.

Commissioner Davis thanked Ms. Rarick for her willingness to serve and stated his respect for Ms. Rarick and her husband.

Regional Planning Commission Interview, Mike Wolfe

Mr. Wolfe stated that he is a fifth generation farmer and that he has served on the Farm Bureau Board, Soil and Water Board, and worked previously with Ms. Mattei on Millersport's zoning code. He added that there are generally two sides and on RPC you need to listen to both sides. Smart growth is very important. Mr. Wolfe would like to see developers participate financially in growth and not just area residents.

Commissioner Fix asked Mr. Wolfe for his opinion on the Land Use Plan.

Mr. Wolfe thanked the Commissioners for listening to county residents regarding the Land Use Plan and added that he feels the plan is good as it stands.

Commissioner Davis stated that he is the county's designee on the Ohio Power Siting Board and has not taken a position on industrial solar. He asked Mr. Wolfe if he had taken a position.

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

Mr. Wolfe replied that he does not believe industrial solar is the best use for the area it is planned for but believes in personal land rights.

Commissioner Davis added that he knows it is a difficult question, and that Mr. Wolfe may receive questions on the RPC which he may not want to answer.

Commissioner Levacy thanked Mr. Wolfe for his willingness to serve on the RPC.

Public Comments

Ray Stemen of Lancaster stated his approval of the election results and spoke about holding politicians to their campaign promises. He offered a prayer for government leaders across the nation.

Commissioner Fix took a moment to speak about why the Regional Planning Commission is so important. The County is working diligently to manage smart growth and added that it is very important to have a strong RPC to oversee that.

Legal Update

None.

County Administration Update

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

Week in Review

Engineering Tech Lab Ribbon Cutting

Senator Schaffer, and Representatives LaRe and Miller joined the county to celebrate the Ribbon Cutting of the Engineering Tech Lab at the Workforce Center on November 6th.

Mr. Szabrak spoke about the Ribbon Cutting and added there were attendees from the State of Ohio and State Workforce Development. He thanked Mr. Kochis for his work on the Engineering Lab and added that there will be 33 students in the Engineering program and the goal is to have 50 within a couple of years.

Governor DeWine Announces Support for Public Workforce Transportation

ODOT is awarding \$17.5 million in funding to transit agencies in 16 counties through the Ohio Workforce Mobility Partnership Program (OWMP). The funding will support 33 transit projects that increase the ease and efficiency of transporting residents to economically significant employment centers or places of employment outside of their home communities. Fairfield County will receive \$75,000 for a Workforce Connectivity Plan - The Workforce Connectivity Plan will analyze current and projected workforce transportation needs, identify barriers in existing transit infrastructure, and develop strategies to improve intercounty transportation to business centers and other vital services.

Highlights of Resolutions

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

Administrative Approvals

The review packet contains a list of administrative approvals.

Resolution Review

There are 35 resolutions on the agenda for the Regular voting meeting.

Resolutions of note:

- A resolution to appoint Fairfield County's Clerk of Courts, Branden Meyer, to the Law Library Resources Board. Mr. Meyer will be filling the expired term of Michael Crites.

Clerk of Courts Meyer stated that the Law Library should do a better job of making the public aware that the library is open to all.

- A resolution to vacate a portion of McCullough Rd in Rushcreek Township. The Rushcreek Township Trustees petitioned for this vacation and the hearing was held on November 5, 2024.
- A resolution approving the Type II Annexation of 22.080 acres from Greenfield Township to the City of Lancaster. Agent for the petitioner, Jill Tangeman.

Agent for the petitioner, Jill Tangeman, stated that all the requirements for a Type II Annexation were completed and added that the developers are excited to bring the properties into the City of Lancaster.

Commissioner Fix stated his appreciation for the workforce and affordable housing that could come into Fairfield County as a part of this development.

Administrator Cordle stated a road use agreement is included in the annexation approval.

- The Auditor's Office has a resolution to approve an agreement with Perry and Associates CPA for auditing services. This would be to audit fiscal year 2024.

Dr. Brown stated that Perry and Associates would be performing the county's annual audits through 2028 and added they will be auditing the end of 2024.

- A resolution from DD to approve a memo expense/memo receipt for the cost of the Ford Transit being purchased for Transit.
- A resolution for a change order with Garland/DBS for the roof at the Government Services Building. This change order is to extend the completion date.
- Family and Children First have four resolutions for advance repayment extensions and a partial advance repayment.

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

- JFS also has a resolution for a partial advance repayment and several network service agreements for child placements.
- Juvenile/Probate Court has a resolution to approve a contract for centralized truancy-based software from the Fairfield County Educational Service Center.
- And Major Crimes has two resolutions related to advances. One to extend a repayment date, and the other to approve a repayment.

Budget Review

- Budget Director, Bart Hampson, stated that level 4 budget entry access ends soon.

Calendar Review/Invitations Received

Items Requiring Response

Informational Items

- Bremen Land Use Plan Meeting, November 12, 2024, 6:00 p.m., Bremen Village Office, 9090 Marietta St. SE, Bremen
- Hocking College Strategy Alignment Advance Meeting, November 15, 2024, 9:00 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Carroll
- MCJDC, Joint Board of Commissioners Meeting, November 15, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
- Fairfield County Foundation Ambassador's Club Donor Reception, December 4, 2024, 5:30 – 8:00 p.m., The Mill Event Center, 431 S. Columbus St., Lancaster
- Fairfield County Economic Update, December 13, 2024, 8:30 a.m., Fairfield County Workforce Center, 4465 Coonpath Rd. NW, Lancaster
- Eastland Career Center's Skills USA Competition, December 17, 2024, 8:30 a.m. – 11:00 a.m. and 12:00 p.m. – 2:00 p.m., Eastland-Fairfield Career & Technical School, 4300 Amalgamated Pl., Groveport

Correspondence

- Memo, Dr. Carri Brown, County Auditor, November 7, 2024, Subjects: Year-End Schedules, Payroll Schedules, Abstracts, Revenue Estimates, Enterprise Resource Planning, and the Internal Control Manual
- Fairfield County Auditor's "Wins of the Week", November 7, 2024
- Fairfield County Auditor's Map of Downtown Lancaster Restaurants
- Correspondence from the Ohio Power Siting Board
- Correspondence Regarding Industrial Solar Projects
- Correspondence from the USDA regarding the Emergency Conservation Program
- Fairfield County Municipal Court's Criminal/Traffic Division Report, October 2024
- Newsletter, Fairfield County Job & Family Services e-Link Fall 2024

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

Old Business

Commissioner Davis stated that planning and development in the late 90's was very difficult in Fairfield County. The relationship between the City of Lancaster and the county was strained at that time. He is thankful that it is not the same relationship today.

Commissioner Fix was pleased to attend the Roundtable last week to begin discussions regarding the next steps of the Strategic Plan. He attended the Engineering Tech Lab ribbon cutting at the Workforce Center which he thought was a wonderful event. He also attended Commissioner Levacy's induction into the Ohio Veterans Hall of Fame and congratulated him on the achievement. He will be attending a meeting to continue discussions regarding the SR 33/I-70 Connector.

Commissioner Levacy also attended the Engineering Tech Lab ribbon cutting and enjoyed seeing the impressive facility. The Commissioner spoke about a Veterans Day event hosted by Fairfield Union and stated his appreciation for the high schoolers who participated.

New Business

Commissioner Fix congratulated the newly reelected elected officials on their victories.

Recorder McKenzie stated she hired a new employee and that she would be attending the Ohio Recorders Association meeting in the coming week.

Engineer Upp stated the construction of the salt barn is progressing and the project is in its final stages. They are thankful the weather is holding out, allowing them to complete projects.

Dr. Brown thanked all the elected officials and department heads for their work ethic and dedication to the county. She spoke about attending the Roundtable and added that it was thrilling to see the room abuzz. The map of the month for November features downtown restaurants. She continues to investigate AI technology and how it can be implemented as a tool.

Amy Brown-Thompson mentioned a legal conflict taking place in another Ohio county among some of its elected officials and took a moment to encourage the elected officials and department heads to include the Prosecutor's Office if ever there were to be a conflict.

Commissioner Fix stated his appreciation for the fact that Fairfield County Elected Officials work together for the greater good of the residents.

Mr. Szabrak spoke on a highlight from the Engineering Tech Lab ribbon cutting where a former student was able to attend and provide demonstrations of the equipment.

Commissioner Levacy spoke about protective services and providing holiday donations for some youth and elderly individuals.

Mr. Clark stated JFS Protective Services are doing their annual holiday donation drive which allows them to positively impact children and families around the county who may not have the means to celebrate the holidays.

**Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024**

Regular (Voting) Meeting

The Commissioners continued to the voting portion of the meeting with the following Commissioners still present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator, Aundrea Cordle; Deputy County Administrator, Jeff Porter; Clerk to the Board of Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Budget Director, Bart Hampson; Director of Job & Family Services, Corey Clark; Facilities & EMA Director, Jon Kochis; IT Director, Dan Neeley; Utilities Director, Tony Vogel; Economic & Workforce Development Director, Rick Szabrak; Assistant Prosecuting Attorney, Steven Darnell; Auditor, Dr. Carri Brown; Engineer, Jeremiah Upp; Recorder, Lisa McKenzie; Interim RPC Director, Holly Mattei; DD Superintendent, Dr. David Uhl; Deputy HR Director, Abby Watson; HR Benefit & System Specialist, Colleen Cook; and Sheriff's Deputy, Kevin Romine. Also in attendance: Jennifer Morgan, Ray Stemen, Sherry Pymer, Frank Martin, Jill Tangeman, Mike Wolfe, and Melony Rarick.

Virtual attendees: Tony Vogel, Shannon, Joe Ebel, Lori Hawk, Nikki Drake, Austin Lines, Deborah, Shelby Hunt, Jessica Murphy, Tiffany Daniels, Steve, Abby King, Stacy Hicks, Nicole Schultz, Mickael Kaper, Jim Bahnsen, Daniel Thompson, Jeff Barron, Belinda Nebbergall, Tony Howard, Dan, Jeanie Wears, Branden Meyer, Amy Brown-Thompson, and Britney Lee.

Announcements

Clerk Menningen stated that the November 19, 2024, Review and Regular Meeting would be held at 7:00 p.m. in the Pleasant Township Community Room.

Approval of Minutes for November 5, 2024

On the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to approve the Minutes for the Tuesday, November 5, 2024, meeting.

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

Approval of Roundtable Minutes for November 5, 2024

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, November 5, 2024, meeting.

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

Approval of Resolutions from the Fairfield County Commissioners

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

- | | |
|--------------|--|
| 2024-11.12.a | A resolution approving the appointment of Mr. Branden Meyer to the Fairfield County Law Library Resources Board. |
| 2024-11.12.b | A Resolution to Approve a Petition from the Rushcreek Township Trustees to Vacate a Portion of an Unimproved Public Road |

**Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024**

- 2024-11.12.c A resolution authorizing fund to fund transfers from the General Fund # 1001 to Fund# #4895 Debt Service Payments for 2024.
- 2024-11.12.d A resolution to approve a memo receipt and expense for Stop Loss Pool Sub fund & the Self-Funded Healthcare Fund.
- 2024-11.12.e A resolution authorizing the reduction appropriations in major expenditure object categories for ARPA Fund# 2876.
- 2024-11.12.f A resolution of conversion of prior year 2021 & 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876
- 2024-11.12.g A Resolution to Approve the Expedited Type II Annexation of 22.080 +/- Acres from Greenfield Township to the City of Lancaster, pursuant to ORC 709.023, Agent for Petitioners, Jill Tangeman; and the Road Maintenance Agreement Associated with Said Annexation

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County ADAMH Board

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County ADAMH Board:

- 2024-11.12.h A Resolution Approving Account-to-Account Transfers

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Auditor – Finance

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor – Finance:

- 2024-11.12.i A resolution authorizing the approval of the Memorandum of Agreement between Ohio Auditor of State, Fairfield County and Perry & Associates CPAs, A.C, for audit services to express an opinion of the fair presentation of Fairfield County's financial statement in conformity with the financial reporting framework and the preparation of the county's Schedule of Federal Expenditures (SEFA) report for the period of 1-1-24 through 12-31-2028.

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the Fairfield County Board of Developmental Disabilities

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Board of Developmental Disabilities:

**Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024**

2024-11.12.j A resolution to approve a memo exp./ memo receipt for the cost of Ford Transit X2C paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

2024-11.12.k A resolution to approve a memo exp./ memo receipt for the cost of transportation for individuals paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2060 - Fairfield County Board of Developmental Disabilities

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Economic & Workforce Development

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

2024-11.12.l A resolution to approve to appropriate from unappropriated into a major expense category for Fund # 7831, WIOA 20/21

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Engineer

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Engineer:

2024-11.12.m A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from Fairfield County Facilities

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

2024-11.12.n A Resolution for Approval of Change Order No. 1 to the Contract between the Garland/DBS and the Fairfield County Commissioners

Roll call vote of the motion resulted as follows:

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

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

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

**Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024**

- 2024-11.12.o A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #7521, Sub fund# 8307 Ohio Children Trust Fund – Multi System Youth Grant
- 2024-11.12.p A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #7521, Sub fund #8195 Safe Communities Grant
- 2024-11.12.q A Resolution Authorizing the Approval of an Advance from the General Fund to The Family and Children First Council Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention
- 2024-11.12.r A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund #7521, Sub-fund #8160 Help Me Grow – Early Intervention

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

Approval of Resolutions from Fairfield County Job and Family Services

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

- 2024-11.12.s A resolution authorizing the approval of a partial repayment and extension of an advance to the General Fund – Fund #2072 Public Children Services, Sub-fund #8182 EPIC Grant
- 2024-11.12.t A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund
- 2024-11.12.u 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
- 2024-11.12.v 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
- 2024-11.12.w A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2018, Public Assistance
- 2024-11.12.x A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Children Services Fund
- 2024-11.12.y A resolution to approve a memo exp./ memo receipt for the costs of Transportation paid to Lancaster-Fairfield Public Transit as a memo expenditure for fund# 2072 Children Services Fund
- 2024-11.12.z A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and L Strong Group Home, LLC.

**Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024**

- 2024-11.12.aa A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Keystone Richland Center, LLC dba Foundations for Living.
- 2024-11.12.bb A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Caring for Kids, Inc.
- 2024-11.12.cc A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and House of New Hope, Inc.
- 2024-11.12.dd A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Dimensional Phases Group Home.

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Juvenile & Probate Court

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

- 2024-11.12.ee A Resolution to Approve a Contract by and between Fairfield County Board of Commissioners and Fairfield County Educational Service Center

Roll call vote of the motion resulted as follows:

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

Approval of a Resolution from the Fairfield County Sheriff

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

- 2024-11.12.ff A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund

Roll call vote of the motion resulted as follows:

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

Approval of Resolutions from the South Central Major Crimes Unit

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

- 2024-11.12.gg A resolution authorizing the approval to extend the due date for repayments on an advance for MCU Fund 7864 (8336) Recovery Ohio Grant Fund.

Regular Meeting #52 - 2024
Fairfield County Commissioners' Office
November 12, 2024

2024-11.12.hh A resolution authorizing the approval of repayment of an advance to the General Fund from MCU 7830 MCU Drug Law Enforcement Grant.

Roll call vote of the motion resulted as follows:

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

Approval of the Payment of Bills

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

2024-11.12.ii A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

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

Recess

The Board of Commissioners moved to recess at 10:18 a.m.

Budget Hearing Follow-Up, Board of Elections (BOE), 10:30 a.m.

In attendance: Commissioners Dave Levacy, Jeff Fix, and Steve Davis; 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; Board of Elections Director, Brett Riffle; and Board of Elections Deputy Director, Jane Hanley.

Commissioner Levacy asked for changes and updates made to the BOE Budget.

Mr. Riffle stated there are funds included in the proposed budget to upgrade their voting systems.

Commissioner Levacy asked if there were any state funds for the upgrade.

Mr. Riffle replied that the only money available is through the Data Act.

Commissioner Fix stated there is a CCAO platform to have the state fund BOE or takeover functions.

Ms. Hanley stated that the BOE has a lot of unfunded mandates.

Commissioner Davis recalled receiving a voicemail from Board member White about a training issue that had received attention.

Commissioner Fix stated he got the voicemail as well.

Director Riffle stated that he had received guidance from the Secretary of State about noncitizen verification training and one of the poll workers did not agree with the practices. He added that the issue did not have merit.

2024-11.19.a

A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

WHEREAS, appropriations were approved in resolutions 2022-07.12.a and 2023-01.24.a, and not yet fully expended; and

WHEREAS, Prior year PO 23002676 was closed, and the remaining funds need appropriated to the R61g project; and

WHEREAS, appropriate from unappropriated funds will allow the budget to increase in the major category expense for Capital Outlay

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:

\$7,751.80 – 12287600 Capital Outlay

For County Auditor Use Only:

Section 1. Update the following appropriations:

\$7,751.80 12287600 570000 R61g – *Capital Outlay*

Signature Page

Resolution No. 2024-11.19.a

A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

(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, additional appropriations are needed in the telecom costs line item; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category for contractual services for org# 12100116.

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 \$14,000 is hereby authorized as follows:

\$ 14,000	From:	12100112	transfers
	To:	12100116	contractual services

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

For Auditor's Office Use Only:

Section 1.

\$ 14,000

<i>FROM:</i>	<i>12100112 700000</i>	<i>unanticipated emergencies</i>
<i>TO:</i>	<i>12100116 553000</i>	<i>telecom costs</i>

Signature Page

Resolution No. 2024-11.19.b

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

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the public safety software project.

WHEREAS, Fairfield County has received direct payments from the U.S. Treasury under the Coronavirus State and Local Fiscal Funds authorized by the American Rescue Plan Act, referred to as fiscal recovery funds;

WHEREAS, Fairfield County will use the funding in accordance with the American Rescue Plan Act and guidance from the U.S. Treasury;

WHEREAS, on April 20, 2021, Fairfield County set up a special revenue fund to receive the funds and account for the use of the funds (with special revenue fund #2876);

WHEREAS, on April 1, 2022, the U.S. Treasury issued its final rule;

WHEREAS, uses of the fiscal recovery fund can be to:

- Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- Allow for the provision of government services to the extent of the reduction in revenue (i.e., online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (i.e., January 20, 2020); or
- Allow for the standard allowance of up to \$10,000,000 million dollars for the provision of government services; or
- Make necessary investments in water, sewer, or broadband infrastructure.

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the public safety software project.

WHEREAS, the Fairfield County Commissioners through resolution on January 25, 2022 authorized the election of the standard allowance up to \$10,000,000 for revenue loss; and

WHEREAS, the Fairfield County Commissioners approved resolution 2021-09.07.d authorizing the purchase of a technology solution for public safety software that will allow Fairfield County Public Safety officials the ability to respond to the public health emergency effectively and efficiently; and

WHEREAS, the remaining project funds requested will be appropriated to complete the project.

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

Section 1. The Board of County Commissioners approves the use of ARP fiscal recovery funds as a response to the Coronavirus public health emergency and the related negative impact on the economy for public safety software that will allow Fairfield County Public Safety officials the ability to respond to the public health emergency effectively and efficiently, consistent with the allowable use noted in the recitals above and in the US Treasury guidance.

Section 2. The Board of County Commissioners requests the County Auditor approve appropriations from unappropriated funds for fund #2876, as follows in the major category of expenditures of Capital Outlay:

12287600 Capital Outlay	\$3,480.00
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For County Auditor Use Only:

Section 1. Update the following appropriations:

\$3,480.00 12287600 574000 R17b – *Equipment, Software, & Fixtures*

Signature Page

Resolution No. 2024-11.19.c

A resolution to approve an authorized use of American Rescue Plan fiscal recovery funding and appropriate from unappropriated funds for the County ARP fiscal recovery fund, #2876, for the public safety software project.

(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 of conversion of prior year 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876 – Fairfield County Commissioners

WHEREAS, prior year encumbrances were not used in the American Rescue Plan fund project R17b; and

WHEREA, these adjustments will also be presented to the Budget Commission and reflected against the Certificate of Estimated Resources to ensure budgetary compliance; and

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

Section 1. Request that the County Auditor to convert prior year 2023 appropriations to current budget year 2024 \$11,380.00 as follows, showing as debit to fund cash:

Fund# 2876 001000 Balance Sheet Cash Account \$11,380.00
PO# 23003858 \$11,380.00

Section 2. *Request the Fairfield County Auditor on behalf of the Budget Commission, issue an adjusted Certificate reducing the carryover encumbrance (x-mode) by <\$11,380.00> for Fund# 2876 American Rescue Plan.*

Section 3. *These appropriations will be appropriated to ARP projects later in the year as the remaining ARP projects are finalized. All ARP projects must be obligated by the end of 2024.*

Signature Page

Resolution No. 2024-11.19.d

A resolution of conversion of prior year 2023 encumbrance (X-mode) to current year appropriation, to fund# 2876 – Fairfield County Commissioners

(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 to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

WHEREAS, appropriations were approved in resolution 2021-07.13.f; and

WHEREAS, appropriate from unappropriated funds will allow the budget to increase in the major category expense for Personal Services and Fringe Benefits.

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

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

\$1,315.00 – 12287600 Personal Services
\$ 368.00 – 12287600 Fringe Benefits

For County Auditor Use Only:

Section 1. Update the following appropriations:

\$1,315.00 12287600 511010 R71a – *Personal Services*

\$ 183.00 12287600 521000 R71a – *Fringe Benefits*

\$ 185.00 12287600 523000 R71a – *Fringe Benefits*

Signature Page

Resolution No. 2024-11.19.e

A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

(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 to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

WHEREAS, appropriations were approved in resolution 2021-07.13.f; and

WHEREAS, appropriate from unappropriated funds will allow the budget to increase in the major category expense for Personal Services and Fringe Benefits.

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

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

\$1,315.00 – 12287600 Personal Services
\$ 368.00 – 12287600 Fringe Benefits

For County Auditor Use Only:

Section 1. Update the following appropriations:

\$1,315.00 12287600 511010 R71a – *Personal Services*

\$ 183.00 12287600 521000 R71a – *Fringe Benefits*

\$ 185.00 12287600 523000 R71a – *Fringe Benefits*

Signature Page

Resolution No. 2024-11.19.f

A resolution approving to appropriate from unappropriated in a major expenditure object category relating to the American Rescue Plan (ARP) Fiscal Recovery Fund# 2876

(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 Information Technology (IT) Budget, General Fund# 1001.

WHEREAS, appropriations are needed for services related to increases in renewals; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in 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 \$15,000 is hereby authorized as follows:

From: 12100118 capital outlay
To: 12100118 contractual services

A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) Budget, General Fund# 1001.

For Auditor's Office Use Only:

Section 1.

\$ 15,000

<i>FROM:</i>	<i>12100118 574410</i>	<i>computer hardware</i>
<i>TO:</i>	<i>12100118 530000</i>	<i>contractual services</i>

Signature Page

Resolution No. 2024-11.19.g

A resolution approving an account to account transfer in a major object expense category for the Information Technology (IT) 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 approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

WHEREAS, appropriations are needed to cover all remaining expenses for 2024; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in Capital Outlay 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 \$10,700.00 is hereby authorized as follows:

From: 11100100 Contractual Services
To: 11100100 Capital Outlay

Prepared by: Britney Lee
Cc: Clerk of Courts

For Auditor's Office Use Only:

Section 1.

FROM: 11100100 530000 Contract Services
TO: 11100100 574300 Furniture & Fixtures

Signature Page

Resolution No. 2024-11.19.h

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

(Fairfield County Clerk of Courts- Legal Division)

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 – Clerk of Courts Legal Division-Fund 1001

WHEREAS, appropriations are needed to cover all remaining expenses for 2024; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object category in Capital Outlay 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 \$6,000.00 is hereby authorized as follows:

From: 11100100 Contractual Services
To: 11100100 Capital Outlay

Prepared by: Britney Lee
Cc: Clerk of Courts

For Auditor's Office Use Only:

Section 1.

FROM: 11100100 530000 Contract Services
TO: 11100100 572100 Building Improvements

Signature Page

Resolution No. 2024-11.19.i

A resolution approving an account to account transfer in a major object expense category – Clerk of Courts Legal Division-Fund 1001

(Fairfield County Clerk of Courts- Legal Division)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2839 Common Pleas Recovery Court Grant.

WHEREAS, appropriations are needed to cover expenses for 2024; 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 \$22,776.78 is hereby authorized as follows:

From: 13283911, Health Insurance
To: 13283911, Salary, Employees

Prepared by: Brian Wolfe

2024-11.19.j

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$22,776.78

From: 13283911, 521000, Health Insurance; \$22,776.78
To: 13283911, 511010, Salary, Employees; \$22,776.78

Signature Page

Resolution No. 2024-11.19.j

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2839 Common Pleas Recovery Court Grant.

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund 1001, Common Pleas Court General Fund

WHEREAS, appropriations are needed to cover expenses for 2024; 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 is hereby authorized as follows:

From: 13100100, Personal Services
To: 13100100, Fringe Benefits

Prepared by: Brian Wolfe

2024-11.19.k

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$5,000

From: 13100100, 514020, Sick Payout; \$5,000

To: 13100100, 521000, Health Insurance; \$5,000

Signature Page

Resolution No. 2024-11.19.k

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund 1001, Common Pleas Court General Fund

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

WHEREAS, the Board of County Commissioners Economic and Workforce Development Department is the administrative and fiscal agent for the Area 20/21 Workforce Development Board (WDB) and the Area 20 WDB is entering into an agreement with Aspyr to partner on the U.S. Department of Labor Apprenticeship Building America Grant round 2; and

WHEREAS, Fairfield County, as the administrative and fiscal agent, needs to approve the agreement between the South Central Ohio Workforce Partnership (Area 20 WDB) and Aspyr,

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

Section 1. That the Fairfield County Board of Commissioners hereby approve the attached agreement regarding Aspyr and the South Central Ohio Workforce Partnership.

Prepared by: Bayley Fields



Organizational Information		Contract #:	
Organization Name	South Central Ohio Workforce Partnership		
Tax Identification Number	31-6400066	UEI Number	MAM8KFZZ4UL5
Address	4465 Coonpath Rd NW Carroll, OH 43112		
Organization Contact	Rick Szabrak, Executive Director	Contact Email	rick.szabrak@fairfieldcountyohio.gov
Contact Phone	740-652-7162		

SECTION 1: SCOPE OF SERVICES

Aspyr agrees to contract with South Central Ohio Workforce Partnership hereinafter referred to as the CONTRACTOR. The CONTRACTOR shall perform all the necessary services under this contract, as listed in the scope of services and as defined in Attachment A – Approved Budget – of this agreement.

Total Award Amount: \$92,950.00 (as defined in attachment A - Approved Budget Agreement)

SECTION 2: TERM OF CONTRACT

The term of the contract is from July 1, 2024, to June 30, 2025. This contract covers costs as listed in attachment A of this contract, that are completed during the contract period, are approved by Aspyr. The term of the contract may be extended annually through June 30, 2028, per agreement between Aspyr and South Central Ohio Workforce Partnership.

SECTION 3: DISBURSEMENT

- A. Aspyr shall reimburse the CONTRACTOR based upon invoices submitted, with the proper source documentation to verify the expenditures. The contractor’s invoice must be submitted on their letterhead, and include an invoice number, date, dates of service, and signed it must be signed by an authorizing representative.
- B. Invoices shall be submitted by email (instructions below), and received at the **Aspyr** office located at **1650 Lakeshore Drive, Suite 110 Columbus, OH 43204** no later than the Tenth (10th) of each month. Non-adherence to this schedule may make this contract null and void. The invoice should include:
 - a. Invoice number
 - b. Date of submission
 - c. Invoice period

- d. Services rendered and any required supportive documentation
- e. All invoices and correspondence should be emailed to the attention of Jessica Weithman, Director of the Apprenticeship Hub, Chance Shannan, COO, and Amber Glanton, Finance Manager:

jweithman@aspyrworkforce.org

cc:

cshannan@aspyrworkforce.org

aglanton@aspyrworkforce.org

- C. Amount of reimbursement is solely dependent upon the availability of funding at time of invoice, and review and acceptance of the invoice with its source documentation.
- D. Funds may not be redistributed hereunder without approval of Aspyr and an executed amendment of the contract.
- E. Reimbursement is subject to receipt of funds from the Department of Labor ETA, Aspyr shall make payment under this Contract according to the Electronic Funds Transfer (EFT) authorization as submitted by the contractor.

SECTION 4: TERMINATION

- A. Contract termination shall be defined as the cancellation of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following methods:
 - Cause: May terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. Aspyr shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.
 - Convenience: Aspyr or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. Aspyr shall allow full credit to the CONTRACTOR for ASPYR's share of the non-cancellable obligations, properly incurred by the CONTRACTOR prior to termination.
- C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract.

SECTION 5: TERMS AND CONDITIONS

- A. In the event of any modification, termination, or other amendment to the Apprenticeship Building America (Round 2) funding, either by an act of Congress or administratively by the President of the United States, Aspyr reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.
- B. At any time during normal business hours and as often as Aspyr, the State of Ohio, USDOL and/or Comptroller General of the United States may deem necessary, there shall be made available to same for examination of all its records with respect to all matters covered by this Contract and will permit same to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. At the direction of Aspyr, the CONTRACTOR shall establish such procedures and reporting requirements as are reasonably necessary to fulfill CONTRACTOR'S obligations under this Contract. The CONTRACTOR shall invoice Aspyr in accordance with the current invoice guidelines. It is hereby mutually understood and agreed that the administration and

professional implementation of all programs is the responsibility of Aspyr. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the USDOL and Aspyr.

- E. The CONTRACTOR and Aspyr may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between Aspyr and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and Aspyr evidenced by written amendment to this Contract.
- G. The CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- H. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules, and regulations which deal with or are related to the employment of persons who perform work or are assisted under this Contract.
- I. Parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for them, particularly those with whom they have family, business, or other ties.
- J. The CONTRACTOR shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.
- K. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- L. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- M. The CONTRACTOR certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- N. Both parties to this Contract ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract.

SECTION 6: EEO/AFFIRMATIVE ACTION

As a condition to the award of financial assistance from the Department of Labor, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following:

Prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any Title I financially assisted program or activity.

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age and

Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

SECTION 7: RETENTION OF RECORDS

The CONTRACTOR shall retain all records pertaining to this program for a period of five (5) years. These records include, but are not limited to, financial, statistical, property, and participant records, and supporting documentation. Records for nonexpendable property

shall be retained for five (5) years after final disposition of the property. The aforementioned records will be retained beyond the five (5) year period if any litigation is begun and audit has not been completed, or if a claim is instituted involving the contractual agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been resolved. The five (5) year retention period for individual participant(s) records after contract completion.

SECTION 8: MARKETING AND PROMOTION

The parties agree that media coverage and promotional partnership are mutually beneficial when publicizing or referencing the program. The general guidelines itemized below apply to all media outreach, social media posts, press releases, requests for interviews, and all other promotional and educational materials including, but not limited to, print, electronic, video, or audio formats.

General guidelines

- A. Press releases, social media posts, and all other public references to the program must include the statement "...supported by Aspyr."
- B. All materials and/or interview requests must include contact information for the Aspyr representative.

Jessica Weithman
 Aspyr
 1650 Lake Shore Dr. Suite 110
 Columbus, OH 43204
jweithman@aspyrworkforce.org

- C. Apprenticeship Resource Hub of Central Ohio logo should be included, when appropriate, on all documents, posts, and/or printed materials that references activities, promotions, and/or media outreach of the program.
- D. It is agreed that Owner retains all rights in the Logos, and that all goodwill associated with the Logos vests in Owner. Company agrees that it shall not knowingly or intentionally alter the Logos, or manipulate any image(s) thereof, either by blurring, distortion or other means of reproduction or display.

SECTION 9: CONFIDENTIALITY OF INFORMATION

To the extent feasible and permissible by law, Aspyr will honor the Contractor’s request that confidential information submitted will remain confidential. The information is treated as confidential only if: (1) the information is, in fact, protected confidential information such as trade secrets or privileged or confidential commercial or financial information not defined as public record, (2) the information is specifically identified as confidential by the applicant, and (3) no disclosure of the information is required by law or judicial order.

Management Certification

I hereby certify I have read the foregoing contract, and the information contained herein is true and accurate to the best of my knowledge. Furthermore, our organization does not have any outstanding liabilities with the State of Ohio, the county or city where located, or the United States of America, nor are we currently involved in any labor disputes.

This agreement will also be submitted with a Contractor’s W-9 and Aspyr’s Electronic Funds Transfer form.

Signatures:

Signature of Organizational Representative, Title

Date



11/15/24

Lisa Patt McDaniel, Chief Executive Officer – Aspyr

Date

Pre-Apprenticeship Hub-Attachment A

Section 1: Agency Information

1.1	Agency Name	South Central Ohio Workforce Partnership
1.2	Address	4465 Coonpath Rd NW
	City	Carroll
	Zip	43112
1.4	Federal Tax ID Number	31-6400066
1.5	UEI Number	MAM8KFZZ4UL5
1.6	Type of Business	<input checked="" type="checkbox"/> Not for Profit
		<input type="checkbox"/> Sole Proprieter
		<input type="checkbox"/> LLC (Limited Liability)
		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Governmental
1.7	Authorized Contract Signee	Rick Szabrak
	Phone	740-652-7162
	Email	rick.szabrak@fairfieldcountyohio.gov
1.8	Program Contact	Bayley Fields
	Phone	740-652-7162
	Email	bayley.fields@fairfieldcountyohio.gov

Attachment A

Budget and Scope of Services

BUDGET SUMMARY

<u>Client Service Costs</u>		<u>Total</u>
Coordinator salary & benefits		\$69,300.00
Manager salary & benefits	\$	10,000
Travel	\$	3,000
Supplies	\$	2,200
Admin	\$	8,450

TOTAL BUDGET	\$	92,950
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Scope of Work

Throughout the duration of the of the grant period, the Contractor will:

Designate a single point of contact for all communication and reporting.

Attend and contribute to regularly scheduled team meetings and all professional development and technical assistance sessions for ABA2 awardees.

Engage with stakeholders within country footprint to build and expand programs, prepare employers to recruit, mentor, train, and retain participants, increase participant representation across programs, and increase multi-employer or sector lead partnerships.

Collaborate in determining eligibility for incentive funding.

Guide employers through incentive funding process and ensure funded outcomes.

Actively engage in marketing and outreach to raise project profile.

Help develop technical assistance resources for all stakeholders.

Utilize resources and platforms designed to streamline project workflow.

Collaborate to meet the performance outcomes and outputs outlined in project work plan.

Provide performance data 10 business days before each quarterly performance report for the duration of the grant period (end date June 30, 2028).

Each reporting quarter is based on the program year (i.e., July 1 – June 30); therefore, the quarter end-dates are September 30, December 31, March 31, and June 30. Quarterly performance reports are due on August 15, November 15, February 15, and May 15.

Provide any other records or information necessary for Aspyr to maintain compliant records in accordance with the U.S. Department of Labor Employment and Training Administration.

Prosecutor's Approval Page

Resolution No.

A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

(Fairfield County Economic & Workforce Development)

Approved as to form on 11/18/2024 1:43:01 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.I

A resolution to approve the Aspyr and South Central Ohio Workforce Partnership Agreement.

(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 authorizing the approval of repayment of an advance to the General Fund from EMA 2708 (8331) FY23 State Homeland Security Grant.

WHEREAS, the EMA 2708 (8331) G0003 FY23 State Homeland Security Grant fund received a cash advance on Resolution 2024-06.18.a of \$85,000.00; and

WHEREAS, the monies have been collected and deposited to make a final repayment to the General Fund;

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

Section 1. Request that the Fairfield County Auditor repay the following advance of \$85,000.00:

FROM: 8331 090001 G0003 FY22 SHSP Grant Fund

TO: 1001 223000 General Fund Advances In

Prepared by: Christy Noland
cc: Christina Foster, Commissioners

Signature Page

Resolution No. 2024-11.19.m

A resolution authorizing the approval of repayment of an advance to the General Fund from EMA 2708 (8331) FY23 State Homeland Security Grant.

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

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

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

\$25,000.00 16202403- Contractual Services

Prepared by: Julie Huggins
cc: Engineer

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

For Auditor's Office Use Only:

16202403-543000 \$25,000.00

Prepared by: Julie Huggins
cc: Engineer

Signature Page

Resolution No. 2024-11.19.n

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

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2018, Public Assistance Fund; and

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

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

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

\$25,000.00; 12201807, Contractual Services
\$10,000.00; 12201814, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

\$35,000.00

12201807; 550000; Other Purchased Services; \$25,000.00

12201814; 558000; Travel Reimbursement; \$10,000.00

Signature Page

Resolution No. 2024-11.19.o

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2018, Public Assistance Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

WHEREAS, additional appropriations are needed in the major expenditure object category for 2015, Child Support Enforcement Agency; 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:

\$3,000.00; 12201507, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

\$3,000.00

12201507; 550000; Other Purchased Services

Signature Page

Resolution No. 2024-11.19.p

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

WHEREAS, additional appropriations are needed in the major expenditure object category for 2599, Workforce Fund; and

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

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

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

\$15,000.00; 12259907, Contractual Services

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

\$15,000.00

12259907; 530000; Contractual Services; \$5,000.00

12259907; 530005; Contract Services – Other; \$10,000.00

Signature Page

Resolution No. 2024-11.19.q

A Resolution to Appropriate from Unappropriated in a Major Expenditure Object Category for Fairfield County JFS; Fund # 2599, Workforce Fund

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Children Services Fund # 2072.

WHEREAS, receipt lines and expenditure lines need updated for expected calendar year activity, and

WHEREAS, monies will be used for operating the children services fund,

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

Section 1. Request that the Fairfield County Auditor Appropriate from Unappropriated funds in the amount of \$190,000.00:

\$175,000.00; 12207207, Contractual Services

\$15,000.00: 12207207, Material Supplies

Prepared by: Morgan Fox, Fiscal Officer
cc:

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

Section 1.

\$190,000.00

12207207; 530000; Contractual Services; \$15,000.00

12207207; 550000; Other Purchased Services; \$10,000.00

12207207; 554005; Congregate Care; \$150,000.00

12207207; 560000; Materials & Supplies; \$15,000.00

Section 2. Issue an Amended Certificate in the amount \$190,000.00 to credit of Fund 2072.

Section 3. Request that the Fairfield County Auditor, on behalf of the Budget Commission, update receipt line:

12207207 434017 REIM CPS in the amount of \$190,000.00

Prepared by: Morgan Fox, Fiscal Officer

Signature Page

Resolution No. 2024-11.19.r

A resolution to amend the certificate, update receipt line item & request for appropriations for Fairfield County Job & Family Services; Children Services Fund # 2072.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Anchored Immense Movement, 3516 W 8th Street, Cincinnati, OH 45205; and

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

WHEREAS, this agreement shall be effective August 1st, 2024 through July 31st, 2025; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Anchored Immense Movement.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager

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

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

Anchored Immense Movement LLC (AIM), hereinafter "Provider", whose address is:

Anchored Immense Movement LLC (AIM)
3516 W 8th St
Cincinnati, OH 45205

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **08/01/2024** through **07/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's

competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code ([OAC](#)) [5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of

services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse / Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting

community adjustment.

- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.

- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per

week basis.

- J. The Agency represents:
1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall

be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.

- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to

terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the

Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of

- f. the Agency;
Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
 - ODJFS
 - ATTN: Licensing
 - P.O. Box 183204
 - Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license,

certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.

3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).

- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this

Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to
Anchored Immense Movement LLC (AIM)
3516 W 8th St
Cincinnati, OH 45205

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees' "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

1. Additional insured endorsement;
2. Pay on behalf of wording;
3. Concurrence of effective dates with primary;
4. Blanket contractual liability;
5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs,

defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
- 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
- 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider

believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:

- a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
- b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.

2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the

statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody,

the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for

any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization. In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail:

Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: Anchored Immense Movement LLC (AIM)

Print Name & Title	Signature	Date
Joy Willis, Administrator	<i>Joy Willis</i>	9/12/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency: Fairfield County Department of Job and Family Services
 Provider / ID: Anchored Immense Movement LLC (AIM) / 28831359

Run Date: 09/12/2024
 Contract Period: 08/01/2024 - 07/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home	7670066			\$300.00	\$150.00				\$50.00			\$500.00	08/01/2024	07/31/2025
Group Home	7670066			\$300.00	\$150.00				\$100.00			\$550.00	08/01/2024	07/31/2025
Group Home	7670066			\$300.00	\$150.00				\$800.00			\$1,250.00	08/01/2024	07/31/2025
Group Home	7670066			\$300.00	\$150.00							\$450.00	08/01/2024	07/31/2025
Group Home	7670066			\$450.00	\$150.00							\$600.00	08/01/2024	07/31/2025
Group Home	7670066			\$500.00	\$100.00							\$600.00	08/01/2024	07/31/2025
Group Home	7670066			\$600.00	\$150.00							\$750.00	08/01/2024	07/31/2025
Group Home	7670066			\$600.00	\$250.00							\$850.00	08/01/2024	07/31/2025
Group Home	7670066			\$750.00	\$250.00							\$1,000.00	08/01/2024	07/31/2025



A Contract regarding Anchored Immense Movement between Job and Family Services and

Approved on 11/1/2024 12:38:35 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 11/8/2024 8:45:02 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services



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Exact Phrase [i](#)

e.g. 1606N020Q02

"Anchored Immense Movement" [x](#)

Federal Organizations

Enter Code or Name ▾



Status

11/19/24

182

Active



Inactive

Reset 



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Anchored Immense Movement**
Date: **11/12/2024 10:12:15 AM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Francis, Nancy	17428 Crews Rd
Francis, Nancy	17428 Crews Rd
LaFrance, Brenda	
Total Deliverance Ministries	105 Spears Court
Vance, Lowell	PO Box 223
Yancey, Chad	20 South Limestone Street

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

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

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

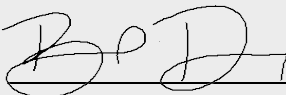
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

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_____.

 _____
Name and Title

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

01.2018

COST ANALYSIS:

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

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

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24001363 - 10**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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

Revisions: 010

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ANCHORED IMMENSE MOVEMENT,
LLC
3516 W 8TH STREET
CINCINNATI, OH 45205

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		1351	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	17815	01/01/2024	JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$378,500.00	\$378,500.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$378,500.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

11/19/24

Vendor Copy

Total Ext. Price	\$378,500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$378,500.00

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement.

(Fairfield County Job and Family Services)

Approved as to form on 11/18/2024 12:08:16 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.s

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Anchored Immense Movement.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC.

WHEREAS, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with 1 Trust Group Home, LLC; and

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

WHEREAS, this agreement shall be effective September 1st,2024 through August 31st, 2025; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for 1 Trust Group Home, LCC.

Prepared by: Brandi Downhour
cc: JFS / Budget Manager



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **1 Trust Group Home**
Date: **11/12/2024 10:23:13 AM**

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

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

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

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

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

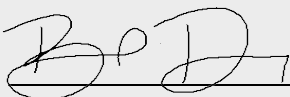
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

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):
- Under \$75,000
 - State Term #: _____ (copy of State Term Contract must be attached)
 - ODOT Term #: _____ (See R.C. 5513.01)
 - Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 - Emergency (Follow procedure under ORC 307.86(A))
 - Sole Source (attach documentation as to why contract is sole source)
 - 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
- 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
 - No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - Obtained 3 quotes for purchases under \$75,000 (as applicable)
 - Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.



a er

Name and Title

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

01.2018

COST ANALYSIS:

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

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

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24004176 - 03**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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

Revisions: 003

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BUNKER HILL HAVEN TRUST
BUNKER HILL HAVEN
1050 GARNER ROAD
HAMILTON, OH 45013

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		4559	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
04/19/2024	18275		JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$33,000.00	\$33,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$33,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 04/19/2024

Carri L. Brown

Auditor Fairfield County, OH

11/19/24

Vendor Copy

Total Ext. Price	\$33,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$33,000.00



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Simple Search

Search Editor

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Exact Phrase [i](#)

e.g. 1606N020Q02

"1 Trust Group Home" ×

Federal Organizations

Enter Code or Name ▾



Status

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

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

1 Trust Group Home, LLC, hereinafter "Provider", whose address is:

1 Trust Group Home, LLC
351 Verona Rd
Dayton, OH 45417

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **09/01/2024** through **08/31/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

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

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7)

calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:
- ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

if to Provider, to 1 Trust Group Home, LLC
351 Verona Rd
Dayton, OH 45417

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
 - 4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123,](#) and [3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail: Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS

Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to, Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail: Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for

typical childhood illnesses will not require such prior authorization.
In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail:

Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: 1 Trust Group Home, LLC

Print Name & Title	Signature	Date
Shacara Elijah, Owner & Administrator	<i>Shacara Elijah</i>	10/31/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: 1 Trust Group Home, LLC / 27939577

Run Date: 10/30/2024
 Contract Period: 09/01/2024 - 08/31/2025

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Germantown Street Group Home (21019)	7674716			\$377.00	\$24.00							\$401.00	09/01/2024	08/31/2025
Germantown Street Group Home (21019)	7674716			\$583.00	\$88.00							\$671.00	09/01/2024	08/31/2025
Germantown Street Group Home (21019)	7674716			\$583.00	\$119.00							\$702.00	09/01/2024	08/31/2025
Verona Road Group Home (20978)	7636213			\$377.00	\$24.00							\$401.00	09/01/2024	08/31/2025
Verona Road Group Home (20978)	7636213			\$583.00	\$88.00							\$671.00	09/01/2024	08/31/2025
Verona Road Group Home (20978)	7636213			\$583.00	\$119.00							\$702.00	09/01/2024	08/31/2025



**A Contract regarding 1 Trust Group Home between Job and Family Services
and**

Approved on 11/1/2024 12:38:50 PM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 11/8/2024 8:45:17 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC.

(Fairfield County Job and Family Services)

Approved as to form on 11/18/2024 12:05:34 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.t

A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and 1 Trust Group Home, LLC.

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

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

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

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

WHEREAS, this agreement shall be effective October 1st,2024 through September 30th, 2025; and

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

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

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

Section 1. That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for The Bair Foundation.

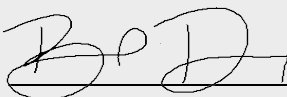
Prepared by: Brandi Downhour
cc: JFS / Budget Manager

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$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_____.

 _____
Name and Title

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

01.2018

COST ANALYSIS:

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

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

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

and

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

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

Collectively the "Parties".

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED
Section 1.03	EXHIBITS
ARTICLE II.	TERM OF AGREEMENT
ARTICLE III.	ORDER OF PRECEDENCE
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT
ARTICLE V.	PROVIDER RESPONSIBILITIES
ARTICLE VI.	AGENCY RESPONSIBILITIES
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS
ARTICLE XII.	INDEPENDENT CONTRACTOR
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS
ARTICLE XIV.	GRIEVANCE/DISPUTE RESOLUTION PROCESS
ARTICLE XV.	ATTACHMENTS/ADDENDA
ARTICLE XVI.	NOTICE
ARTICLE XVII.	CONSTRUCTION
ARTICLE XVIII.	NO ASSURANCES
ARTICLE XIX.	CONFLICT OF INTEREST
ARTICLE XX.	INSURANCE
ARTICLE XXI.	INDEMNIFICATION AND HOLD HARMLESS
ARTICLE XXII.	SCREENING AND SELECTION
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT
ARTICLE XXIV.	FINDINGS FOR RECOVERY
ARTICLE XXV.	PUBLIC RECORDS
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION
ARTICLE XXIX.	PROPERTY OF AGENCY
ARTICLE XXX.	SEVERABILITY
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED
ARTICLE XXXII.	COUNTERPARTS
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE
ATTACHMENTS TO THIS AGREEMENT	

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 3 for additional details.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2024** through **09/30/2025**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.

F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.

G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.

H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
2. Child Alleging Physical or Sexual Abuse / Neglect;
3. Death of Child;
4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
7. School Expulsion / Suspension (formal action by school);
8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
9. Victim of assault, neglect, physical or sexual abuse; and
10. The filing of any law enforcement report involving the child.

I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:

1. When physical restraint is used/applied; and
2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.

K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

- will not have sufficient funds to enable it to make all payments due hereunder during such period; and
3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 2. Billing date and the billing period.
 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation; allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 1 for additional details.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to
Fairfield County Department of Job and Family Services
239 W Main St
Lancaster, OH 43130

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

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should

any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123, and 3125](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

ATTACHMENT

Attachment One.

Reason: Article

Section: Article VIII - Reimbursement for Placement Services

Detail:

Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

ITEM G

In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

Item F

Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7703 or (740)652-7816 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and

Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30)days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7816 or (740)652-7703 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

Attachment Two.

Reason: Article

Section: Article V - Provider Responsibilities

Detail:

Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other

medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization. In the event of an emergency, the child should be taken to the nearest medical facility.

Attachment Three.

Reason: Article

Section: Article I - Scope of Placement Services

Detail: Article I

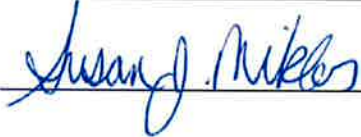
SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I. al facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: The Bair Foundation

Print Name & Title	Signature	Date
Susan J. Miklos - Executive Director		11/01/2024

Agency: Fairfield County Department of Job and Family Services

Print Name & Title	Signature	Date

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Fairfield County Department of Job and Family Services
 Provider / ID: The Bair Foundation / 24341

Run Date: 10/31/2024
 Contract Period: 10/01/2024 - 09/30/2025

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Exceptional Foster Care -- Columbus (30224) - Except Need	107638		\$53.62	\$64.60							\$118.22	10/01/2024	09/30/2025
Intensive Foster Care -- Columbus (30223)-Except Need	107637		\$64.02	\$70.00							\$134.02	10/01/2024	09/30/2025
Specialized Foster Care -- Columbus (30222)-Spec Need	107641		\$54.83	\$60.62							\$115.45	10/01/2024	09/30/2025
Traditional Foster Care -- Columbus(30221)-FFH	107636		\$41.51	\$29.94							\$71.45	10/01/2024	09/30/2025



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

Approved on 11/7/2024 8:00:11 AM by Sarah Fortner, Deputy Director

Sarah Fortner
Deputy Director

Approved on 11/8/2024 8:46:03 AM by Corey Clark, Director of Fairfield County
Job & Family Services

Corey Clark, Director
Fairfield County Job & Family Services

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor
210 East Main Street
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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

Purchase Order # **24001200 - 05**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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

Revisions: 005

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THE BAIR FOUNDATION
241 HIGH ST
NEW WILMINGTON, PA 16142

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

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
724-946-8711	724-946-3249	1399	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/01/2024	2968	01/01/2024	JOB & FAMILY SERVICES
NOTES			

BOARD AND CARE

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

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$42,000.00	\$42,000.00

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$42,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2024

Carri L. Brown

Auditor Fairfield County, OH

11/19/24

Vendor Copy

Total Ext. Price	\$42,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$42,000.00

257



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **The Bair Foundation**
Date: **11/12/2024 11:10:03 AM**

This search produced the following list of **14** possible matches:

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

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

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

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

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



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Jul 18, 2024



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Nov 8, 2024



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All Words ▾

e.g. 1606N020Q02



Select Domain

All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words

All Words

Exact Phrase

e.g. 1606N020Q02

"The Bair Foundation"

Federal Organizations

Enter Code or Name ▾

Status

11/19/24

259

Active

Inactive

Reset 



No matches found

Your search did not return any results.

To view Entity Registrations, you must sign in.

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Prosecutor's Approval Page

Resolution No.

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

(Fairfield County Job and Family Services)

Approved as to form on 11/18/2024 12:03:07 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.u

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

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve a Memorandum of Understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center

WHEREAS, the MOU by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center is a collaboration to implement ongoing measures and early intervention programming in order to lower community truancy through the Fairfield County Educational Service Center Truancy Intervention Program; and

WHEREAS, the partners have agreed to collaborate in the manner specified in the RECLAIM grant application and narratives for the administration and implementation of the Truancy Intervention Program; and

WHEREAS, the Fairfield County Juvenile Court will provide financial contribution for one full-time case manager: \$104,409.19 for year 1. Juvenile Court will be utilizing Competitive and Subsidy funds from the Ohio Department of Youth Services; and

WHEREAS, this MOU shall be effective from August 1, 2024, through July 31, 2025. The MOU may be renewed upon mutual agreement of the parties as evidenced by the execution of written amendments executed by both parties or by ESC accepting payment from Fairfield County Juvenile Court for subsequent MOU term.

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

Section 1. That the Board of Commissioners resolve to approve a memorandum of understanding (MOU) by and between Fairfield County Juvenile Court and Fairfield County Educational Service Center.

Prepared by: Alisha Hoffman
cc: Juvenile Court

Memorandum of Understanding
among
The Fairfield County Juvenile Court and Fairfield County Educational Service Center
for
Fairfield County Educational Service Center Truancy Intervention Program

Whereas, the Fairfield County Educational Service Center Truancy Intervention Program is a collaboration among Fairfield County Juvenile Court and the Fairfield County Educational Service Center to implement ongoing measures and early intervention programming in order to lower community truancy; and

Whereas, the purpose of the Truancy Intervention Program is to offer families and children who are struggling with attendance at any stage a vital community intervention; and

Whereas, the previously stated partners collaborated to address a recognized community need; and

Whereas, the Truancy Intervention Program has further received from the Fairfield County Board of Commissioners a one-time commitment of American Rescue Plan funds at an approximate cost of \$124,932.80 for purchase of Abre, K-12 software solution to better assist with execution of the Truancy Intervention Program; and

Whereas, the partners have agreed to collaborate in the manner specified in the RECLAIM grant application and narratives for the administration and implementation of the Truancy Intervention Program; and

Whereas, the partners desire to enter a Memorandum of Understanding to generally define the roles and responsibilities of their respective organizations.

Now, Therefore, roles and responsibilities are hereby agreed to by and between the partners as follows:

Principles of Partnership: Each of the partners recognizes that their skills complement those of the other partners and are useful to the project. The varied viewpoints that each partner contributes to the partnership are its strongest point. In every situation, the partners will try to work collaboratively.

The Fairfield County Juvenile Court will provide a financial contribution for one full time case manager: 104,409.19 for Year 1. Juvenile Court will be utilizing Competitive and Subsidy funds from the Ohio Department of Youth Services to contract for services with the Fairfield County Educational Service Center. The Court will function as the primary liaison with the Ohio Department of Youth Services.

The Fairfield County Educational Service Center will serve as the contracted provider to provide case management services throughout the community to address the needs of specific groups, including students in grades K-2, those enrolled in an Attendance Intervention Plan (AIP), and students experiencing persistent attendance challenges. The program will incorporate a structured framework, focused interventions, and intensive personalized strategies, all aligned with best practices, program assessment, and ongoing enhancement as integral components of this pilot, as detailed within the attached proposal. The ESC will serve as the primary liaison with partners to include, Fairfield County Juvenile Court, ADAMH, Fairfield County Protective Services, Fairfield County and City Schools, where applicable.

The term of this MOU shall be for a period commencing August 1, 2024, and ending on July 31, 2025, unless otherwise rescinded given a 30-day written notice by any of the partners. The MOU may be renewed upon mutual agreement of the parties as evidenced by the execution of a written amendment executed by both parties or by ESC accepting payment from Fairfield County Juvenile Court for subsequent MOU term.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

Fairfield County Juvenile and Probate Court

Name: _____ Title: Judge _____

Signature: _____ Date: _____

Fairfield County Educational Service Center

Name: _____ Title: Superintendent _____

Signature: _____ Date: _____

Fairfield County Commissioner

Name: _____ Title: _____

Signature: _____ Date: _____

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Memorandum of Understanding (MOU) by and between
Fairfield County Juvenile Court and Fairfield County Educational Service Center

(Fairfield County Juvenile/Probate Court)

Approved as to form on 11/8/2024 2:29:13 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-11.19.v

A Resolution to Approve a Memorandum of Understanding (MOU) by and between
Fairfield County Juvenile Court and Fairfield County Educational Service Center

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board (ADAMH Board)

WHEREAS, the Fairfield County Probate Court on behalf of the Fairfield County Board of Commissioners, wishes to contract with the Alcohol, Drug and Mental Health Board of Fairfield County; and

WHEREAS, the Alcohol, Drug, and Mental Health Board of Fairfield County is committed to providing \$86,600.00 to assist in the provision of adult guardianship hearings and services for indigent adults with mental illnesses for a one-year period; and

WHEREAS, this contract agreement will begin on January 1, 2025, and end on December 31, 2025.

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

Section 1. That the Board of Commissioners resolve to approve a contract by and between Fairfield County Probate Court and ADAMH Board.

Prepared by: Alisha Hoffman
cc: Juvenile Court

**CONTRACT BETWEEN
ALCOHOL, DRUG AND MENTAL HEALTH BOARD OF
FAIRFIELD COUNTY AND
FAIRFIELD COUNTY PROBATE COURT**

This Contract is entered into between the Alcohol, Drug and Mental Health Board of Fairfield County (ADAMH Board) and the Fairfield County Probate Court. This contract sets forth the terms and conditions between the Parties for the receipt of \$86,600 from ADAMH Board, at the request of Probate Court on an annual basis, to provide Probate Adult Guardianship hearings and services to indigent adults with mental illness.

In the process of fulfilling their statutory responsibilities and meeting their respective mission, the ADAMH Board and the Court serve many of the same clients; and

It is in the interest of the community, the Court, the ADAMH Board consumers, family members and treatment providers to provide guardianship hearings and services for indigent adults with mental illness living in Fairfield County as a statutory requirement of the Ohio Revised Code.

In consideration of the mutual promises herein made, the Parties agree to the following terms and conditions:

1. **TERM:** The CONTRACT is for a term of one year beginning January 1, 2025, and ending December 31, 2025.
2. **PROJECT FUNDING:** This agreement is based on fixed price compensation. The total cost to the Board for the performance of all work pursuant to this Agreement is not to exceed \$86,600. The Contract amount shall be paid within 30 days of execution of Contract.
3. **TARGET POPULATION:** Indigent adults with mental illness requiring guardianship services through the Fairfield County Probate Court.
4. **OUTCOME MEASUREMENT:** To provide the necessary probate guardianship services for Fairfield County indigent adults with mental illness.
5. **GENERAL:**
 - a) **CONFIDENTIALITY:** The Collaborative Parties agree to share any necessary client specific and aggregate data exclusively among their staff for the sole purpose of effectuating this CONTRACT, and to require their staff to maintain such confidentiality.
 - b) **AMENDMENT:** This contract may only be modified or amended by the express, signed written agreement of the Parties.
 - c) **ASSIGNMENT:** Neither this Contract nor any of the rights or responsibilities contained herein may be assigned, transferred, or subcontracted to any other party without the written approval of the Parties.
 - d) **TERMINATION:** Prior to the expiration of the term of this contract, any Party may terminate the contract by providing 30 days written notice to the other Party. The payment of costs shall be prorated according to the amount of services provided through the date of termination. Termination pursuant to this paragraph will relieve all Parties of further

obligation under this contract, except for payment for costs and services rendered through the date of termination, which shall not exceed the total amount of payments set forth in Section 2, "Project Funding". Notwithstanding any other provision herein, this agreement may be terminated by mutual agreement of the Parties at any time.

- e) **SEVERABILITY:** If any term of this contract or the application thereof is found to be invalid or unenforceable in law, the Parties agree that the remainder shall not be affected thereby.
- f) **NON-WAIVER:** Failure by any of the Parties to enforce any provision of this contract does not constitute a waiver of the right to enforce any future failure to comply with that or any other requirement of the contract.
- g) **GOVERNING LAW:** This contract shall be governed and interpreted under the laws of the State of Ohio and all disputes settled under the jurisdiction of the courts of the State of Ohio.
- h) **NOTICE:** All notices regarding this contract shall be sent by personal delivery, receipt required; certified mail, return receipt requested; or electronically followed by written confirmation to the respective addresses provided on the signature page of this document.
- i) **ENTIRETY:** This contract constitutes the entire agreement among the ADAMH Board and the Probate Court. No oral or written agreements not included herein, other than amendments completed in accordance with Section 5 (b) above, are binding on any Party.

IN WITNESS WHEREOF, the parties have executed this contract by affixing the signatures on the dates indicated below:

Marcy Fields, Executive Director
The ADAMH Board of Fairfield County
108 W. Main Street – Suite A
Lancaster, Ohio 43130

Judge Terre L. Vandervoort
Fairfield County Probate Court
224 E. Main Street – 3rd Floor
Lancaster, Ohio 43130

Date: _____

Date: _____

Fairfield County Commissioners
210 East Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$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_____.

Alisha Hoffman, Budget & Grant Specialist

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board (ADAMH Board)

(Fairfield County Juvenile/Probate Court)

Approved as to form on 11/8/2024 2:13:57 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.w

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Alcohol, Drug, and Mental Health Board (ADAMH Board)

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities (DD Board)

WHEREAS, the Fairfield County Probate Court on behalf of the Fairfield County Board of Commissioners, wishes to contract with the Fairfield County Board of Developmental Disabilities; and

WHEREAS, the Fairfield County Board of Developmental Disabilities is committed to providing \$86,600.00 to assist in the provision of adult guardianship hearings and services for indigent adults with developmental disabilities for a one-year period; and

WHEREAS, this contract agreement will begin on January 1, 2025, and end on December 31, 2025.

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

Section 1. That the Board of Commissioners resolve to approve a contract by and between Fairfield County Probate Court and the Fairfield County DD Board.

Prepared by: Alisha Hoffman
cc: Juvenile Court

**CONTRACT BETWEEN
FAIRFIELD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
FAIRFIELD COUNTY PROBATE COURT**

This Contract is entered into by and between the Fairfield County Board of Developmental Disabilities (DD Board) and the Fairfield County Probate Court (Court). This CONTRACT sets forth the terms and conditions between the Parties for the Court's receipt of \$86,600 from the Board, at the request of the Probate Court on an annual basis, to assist in the provision of guardianship services for indigent adults with developmental disabilities.

In the process of fulfilling their statutory responsibilities and meeting their respective mission, the DD Board and the Court serve many of the same citizens; and

It is in the interest of the community, the Court, the DD Board, consumers, family members and treatment providers to provide guardianship hearings and services for indigent adults with developmental disabilities living in Fairfield County, as a statutory requirement of the Ohio Revised Code.

In consideration of the mutual promises herein made, the Parties agree to the following terms and conditions:

1. **TERM:** The CONTRACT is for a term of one year beginning January 1, 2025 and ending December 31, 2025.
2. **PROGRAM FUNDING:** This agreement is based on fixed price compensation. The total cost to the Board for the performance of all work pursuant to this Agreement is \$86,600 and will be paid no later than January 15, 2025.
3. **TARGET POPULATION:** Indigent adults with developmental disabilities requiring guardianship hearings and services through the Fairfield County Probate Court.
4. **OUTCOME MANAGEMENT:** To provide the required probate court hearings and guardianship services for Fairfield County indigent adults with developmental disabilities.
5. **GENERAL:**
 - a) **CONFIDENTIALITY:** The Collaborative Parties agree to share any necessary client specific and aggregate data exclusively among their staffs for the sole purpose of effectuating this CONTRACT, and to require their staffs to maintain such confidentiality.
 - b) **AMENDMENT:** This CONTRACT may only be modified or amended by the express, signed written agreement of the Parties.
 - c) **ASSIGNMENT:** Neither this CONTRACT nor any of the rights or responsibilities contained herein may be assigned, transferred, or subcontracted to any other party without the written approval of the Parties.
 - d) **TERMINATION:** Prior to the expiration of the term of this CONTRACT, any party may terminate the CONTRACT by providing 30 days written notice to the other Party. The payment of costs shall be prorated according to the amount of services provided through the date of termination. Termination pursuant to this paragraph will relieve all Parties of further obligation under this CONTRACT, except for payment for costs and services rendered through the date of termination, which shall not exceed the total amount of payments set forth in Section 2 "Program Funding." Notwithstanding any other provision

herein, this agreement may be terminated by mutual agreement of the Parties at any time.

- e) **SEVERABILITY:** If any term of this CONTRACT or the application thereof is found to be Invalid or unenforceable in law, the Parties agree that the remainder shall not be affected thereby.
- f) **NON-WAIVER:** Failure by any of the Parties to enforce any provision of this CONTRACT does not constitute a waiver of the right to enforce any future failure to comply with that or any other requirement of the CONTRACT.
- g) **GOVERNING LAW:** This CONTRACT shall be governed and Interpreted under the laws of the State of Ohio and all disputes settled under the jurisdiction of the courts of the State of Ohio.
- h) **NOTICE:** All notices regarding this CONTRACT shall be sent by personal delivery, receipt required; certified mail, return receipt requested, or electronically followed by written confirmation to the respective addressed provided on the signature page of this document.
- i) **ENTIRETY:** This CONTRACT constitutes the entire agreement among the DD Board and the Fairfield County Probate Court. No oral or written agreements not included herein, other than amendments completed In accordance with Section 5 (b) above, are binding on any Party.

IN WITNESS WHEREOF, the parties have executed this CONTRACT by affixing the signatures on the dates indicated below:

David Uhl, Superintendent
Fairfield County Board of
Developmental Disabilities
795 College Avenue
Lancaster, Ohio 43130

Judge Terre L. Vandervoort
Fairfield County Probate Court
224 East Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

Date

Fairfield County Commissioners
210 E. Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$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_____.

Alisha Hoffman, Budget & Grant Specialist

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities (DD Board)

(Fairfield County Juvenile/Probate Court)

Approved as to form on 11/8/2024 2: 24: 39 PM by Steven Darnell,

Signature Page

Resolution No. 2024-11.19.x

A Resolution to Approve a Contract by and between Fairfield County Probate Court and the Fairfield County Board of Developmental Disabilities (DD Board)

(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.

2024-11.19.y

A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical Center (FMC)

WHEREAS, the Fairfield County Probate Court on behalf of the Fairfield County Commissioners, wishes to contract with Fairfield Medical Center; and

WHEREAS, Fairfield Medical Center is committed to providing \$86,600.00 to assist in the provision of guardianship services of indigent adults in need of guardianship hearing and services for a one-year period; and

WHEREAS, this contract agreement will begin on January 1, 2025, and end on December 31, 2025.

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

Section 1. That the Board of Commissioners resolve to approve a contract by and between Fairfield County Probate Court and FMC.

Prepared by: Alisha Hoffman
cc: Juvenile Court

**CONTRACT BETWEEN
FAIRFIELD MEDICAL CENTER
AND
FAIRFIELD COUNTY PROBATE COURT**

This Contract is entered into by and between the Fairfield Medical Center (“FMC”) and the Fairfield County Probate Court (the “Court”). FMC and the Court are hereinafter collectively referred to as the “Parties” and individually as a “Party”. This CONTRACT sets forth the terms and conditions between the Parties for the Court's receipt of \$86,600.00 from FMC, at the request of the Court on an annual basis, to assist in the provision of guardianship services for indigent adults in need of guardianship hearings and services.

In the process of fulfilling their statutory responsibilities and meeting their respective mission, FMC and the Court serve many of the same citizens; and

It is in the interest of the community, the Court, FMC, consumers, family members and treatment providers to provide guardianship hearings and services for indigent adults in Fairfield County, as a statutory requirement of the Ohio Revised Code.

In consideration of the mutual promises herein made, the Parties agree to the following terms and conditions:

1. **TERM:** The CONTRACT is for a term of one year beginning January 1, 2025, and ending December 31, 2025.
2. **PROGRAM FUNDING:** This agreement is based on fixed price compensation. The total cost to FMC for the performance of all work pursuant to this Agreement is \$86,600.00 and will be paid within 30 days of the execution of this contract.
3. **TARGET POPULATION:** Indigent adults requiring guardianship hearings and services through the Court.
4. **OUTCOME MANAGEMENT:** To provide the required probate court hearings and guardianship services for Fairfield County indigent adults.
5. **GENERAL:**
 - a) **CONFIDENTIALITY:** Neither Party nor its staff, employees, or agents shall disclose to any unauthorized person any confidential information received during the course of this CONTRACT. Confidential information includes, but is not limited to, client-specific and aggregate data. The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996 and all future relevant federal statutes, rules, regulations and requirements regarding patient privacy, confidentiality, and information security. The failure by either Party to comply with this provision shall result in immediate and automatic termination of this CONTRACT by written notice to the non-complying Party by the complying Party without penalty or further cost to the complying Party.
 - b) **AMENDMENT:** This CONTRACT may only be modified or amended by the express, signed written agreement of both Parties.

- c) **ASSIGNMENT:** Neither this CONTRACT nor any of the rights or responsibilities contained herein may be assigned, transferred, or subcontracted to any other party without the written approval of both Parties.
- d) **TERMINATION:** Prior to the expiration of the term of this CONTRACT, either Party may terminate the CONTRACT by providing 30 days written notice to the other Party. The payment of costs shall be prorated according to the amount of services provided through the date of termination. Termination pursuant to this paragraph will relieve both Parties of further obligation under this CONTRACT, except for payment for costs and services rendered through the date of termination, which shall not exceed the total amount of payments set forth in Section 2 "Program Funding." Notwithstanding any other provision herein, this agreement may be terminated by mutual agreement of the Parties at any time.
- e) **SEVERABILITY:** If any term of this CONTRACT or the application thereof is found to be invalid or unenforceable in law, the Parties agree that the remainder shall not be affected thereby.
- f) **NON-WAIVER:** Failure by either Party to enforce any provision of this CONTRACT does not constitute a waiver of the Party's right to enforce any future failure to comply with that or any other requirement of the CONTRACT.
- g) **GOVERNING LAW:** This CONTRACT shall be governed and interpreted under the laws of the State of Ohio and all disputes settled under the jurisdiction of the courts of the State of Ohio.
- h) **NOTICE:** All notices regarding this CONTRACT shall be sent by personal delivery, receipt required; certified mail, return receipt requested, or electronically followed by written confirmation to the respective addressed provided on the signature page of this document.
- i) **ENTIRETY:** This CONTRACT contains the entire agreement between the Parties with respect to the matters covered by this CONTRACT and supersedes all prior negotiations and agreements between the Parties, whether oral or in writing. This CONTRACT may only be amended in accordance with Section 5 (b) above.
- j) **ACCESS TO RECORDS:** During the term of this CONTRACT and for four (4) years after the termination thereof, to the extent that the services provided under this CONTRACT are deemed by the Secretary of the Department of Health and Human Services (the "Secretary"), the U.S. Comptroller General (the "Comptroller"), or the Secretary's or Comptroller's delegate, to be subject to the provisions of 42 U.S.C. 1395x(v)(1)(I), the Parties shall make available, upon written request of the Secretary, the Comptroller, or any of their duly authorized representatives this CONTRACT and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the charges. If either Party carries out any of its duties under this CONTRACT through a subcontract, with a value of \$10,000 or more over a twelve (12)-month period, with a related organization, such subcontract shall contain a clause to the effect that during the term of the subcontract and for four (4) years after the termination thereof, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representatives the subcontract,

any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. If either Party is requested to disclose any books, documents, or records relevant to this CONTRACT or any subcontract for the purpose of a government audit or investigation relating directly to the provision of services under this CONTRACT or any such subcontract for these services, such Party shall notify the other Party of the nature and scope of such request and shall make available to the other Party, upon written request, all such books, documents, or records.

IN WITNESS WHEREOF, the parties have executed this CONTRACT by affixing the signatures on the dates indicated below:

John R. Janoso, Jr.
President & CEO
Fairfield Medical Center
401 North Ewing Street
Lancaster, Ohio 43130

Judge Terre L. Vandervoort
Fairfield County Probate Court
224 East Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

Date

Fairfield County Commissioners
210 East Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$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_____.

Alisha Hoffman, Budget & Grant Specialist

Name and Title

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

Prosecutor's Approval Page

Resolution No.

A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical Center (FMC)

(Fairfield County Juvenile/Probate Court)

Approved as to form on 11/8/2024 2:34:19 PM by Amy Brown-Thompson,



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

Signature Page

Resolution No. 2024-11.19.y

A Resolution to Approve a Contract by and between Fairfield County Probate Court and Fairfield Medical Center (FMC)

(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 Conditional Acceptance of the Spring Creek Subdivision Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements [Regional Planning]

WHEREAS, the developer of the Spring Creek subdivision, Violet Township, has completed the public improvements in accordance with the approved construction drawings for Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements.

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

Section 1. That this Board hereby grants conditional acceptance of the public improvements for the Spring Creek subdivision for Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements, subject to the three-year maintenance requirements.

Prepared by: Joshua Hillberry
cc: Regional Planning

Signature Page

Resolution No. 2024-11.19.z

A resolution to approve Conditional Acceptance of the Spring Creek Subdivision Section 3-2, Section 3-3A, Section 3-3B, and the Pickerington Road Improvements [Regional Planning]

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001, General Fund

WHEREAS, appropriations are needed to cover expenses for 2024; 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 \$5,100.00 is hereby authorized as follows:

From: 23100101, Fringe Benefits
To: 23100101, Capital Outlay

Section 2. That the transfer of appropriations in the amount of \$75,000.00 is hereby authorized as follows:

From: 23100101, Fringe Benefits
To: 23100101, Contract Services

Prepared by: Elisa Dowdy
cc:

2024-11.19.aa

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$80,100.00

Section 1.

From: 23100101, 523000, Retirement PERS; \$5,100.00

To: 23100101, 574000, Equipment; \$5,100.00

Section 2.

From: 23100101, 521000, Health Insurance; \$75,000.00

To: 23100101, 530000, Contract Services; \$75,000.00

Signature Page

Resolution No. 2024-11.19.aa

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 1001, General Fund

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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

A resolution 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 21, 2024.

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

INVOICES BY DEPARTMENT

11/21/2024 to 11/21/2024

Department	Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1200	COMMISSIONERS ADMIN									
	Fund: 1001 - GENERAL FUND									
	1587723	11/21/2024	80132	AUNDREA N CORDLE	11/5-11/7/24	11/05/2024	24000059	C1119	ROUNDTABLE - TECH LAB RIBBON CUTTING 11/5-11/7	72.23
	Fund: 2876 - FISCAL RECOVERY (ARP)									
	5414801	11/21/2024	18343	HARCO NATIONAL INSURANCE COMPANY	11/11/24	11/11/2024	24004757	C1119	Fairfield Center (Walsh original contractor for pr	126,077.55
	TOTAL: COMMISSIONERS ADMIN									126,149.78

INVOICES BY DEPARTMENT

11/21/2024 to 11/21/2024

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								
5414797	11/21/2024	6396	FAIRFIELD CO JFS	WIOA ADULT 10.25.24	10/25/2024	24000563	C1119	WIOA ADULT 10.25.24	35,848.23
5414798	11/21/2024	6396	FAIRFIELD CO JFS	WIOA DW 10.25.24	10/25/2024	24000564	C1119	WIOA DW 10.25.24	76,564.21
								TOTAL: COMM-ECONOMIC DEV	112,412.44

INVOICES BY DEPARTMENT

11/21/2024 to 11/21/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1270			COMM-MAINTENANCE						
			Fund: 3904 - STATE ENERGY, EFFICIENCY, OHIO						
5414800	11/21/2024	18043	AMERESCO, INC	1013489	10/31/2024	24003699	C1119	lighting @ 239 W. Main & HVAC @ Workforce	150,848.00
			Fund: 3910 - BUILDING ON SHERIDAN						
5414802	11/21/2024	79050	SPIRES PAVING COMPANY	1908	10/31/2024	24006781	C1119	1550 Sheridan - paving project	192,710.00
								TOTAL: COMM-MAINTENANCE	343,558.00

INVOICES BY DEPARTMENT

11/21/2024 to 11/21/2024

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1600			ENGINEER-ADMIN						
			Fund: 2362 - ROAD & BRIDGES (ENGINEER LEVY)						
5414799	11/21/2024	7720	SHELLY COMPANY	52788	10/23/2024	24004236	C1119	FAI-CR 17/31 RESURFACING PROJECT	625,934.88
								TOTAL: ENGINEER-ADMIN	625,934.88

INVOICES BY DEPARTMENT

11/21/2024 to 11/21/2024

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: **\$1,208,055.10**

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Signature Page

Resolution No. 2024-11.19.bb

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.

**HANDOUTS PROVIDED
BY THE PUBLIC
DURING THE
PUBLIC COMMENT
SECTION OF THE
MEETING ARE
CONTAINED
HEREAFTER**



November 18, 2024

Ohio Power Siting Board
180 East Broad Street
Columbus, Ohio 43215

RE: Case # 24-0495-EL-BGN

Dear Ohio Power Siting Board,

My name is Courtney Berry and I live on a farm which is about 500 feet away from the proposed solar property going in on the Upp farm. I am writing to express my extreme opposition to the EDF Renewables Eastern Cottontail Utility Scale Project.

I am a teacher and have been proudly for 18 years. In those 18 years I have seen a huge societal shift towards teachers. I have also seen the pendulum swing back and forth in regards to rules from the state and federal government. As teachers, we are constantly asked to do more and more and more with less. Less funding, more students, less resources, but more expectations that we must meet. Then add society who thinks all we try to do is indoctrinate children. So you probably wonder why I'm writing about teaching when this is a letter of opposition to the proposed solar plant. You would be surprised to know that teaching and farming are very similar in both regards to governmental regulations as well as societal opinions. Farmers are constantly having to produce food for more while losing land to businesses and other developments out of their control. Also, since the majority of society has been removed so greatly from farming and understanding farming practices, most farmers are constantly being criticized for their farming practices.

Teaching will never go away, but with the loss of farmland in just Fairfield County alone, as well as nationwide, there very well could come a time in the not so distant future that farmers have no land to farm. According to the USDA, in 2022, *"the US exported \$213 billion in agricultural products, which was 7.1% of all US exports. This was a record value for the country. The top exports in 2022 were soybeans, corn, beef, dairy, cotton, and tree nuts. These commodities made up more than half of the value of US agricultural exports."* Soybeans, corn, cotton and tree nuts require LAND to grow. Beef and dairy also require LAND to grow the feed, hay, and pasture. The amount of land being sold to development and businesses is definitely impacting my family's livelihood, our income, our way of life. Many think farmers are just using this as a scare tactic but that couldn't be farther from the truth. According to a report by the Department of Agricultural, Environmental, and Development Economics, at The Ohio State University: *"While counties located in the Metropolitan Statistical Areas had among the largest percentages of agricultural land loss to development (as high as 93% for Franklin County), the overall percentage of agricultural land lost to development in Ohio has been 51% between 2001 and 2021."* Over HALF of our land has been lost to development in just 20 years?! This is not a scare tactic- these are facts.

There have been many reports done on the major network channels about lab-grown food as well as multi-level livestock production. Call me old fashioned, but I want to know that my food was grown in a field created by God, and not some lab-grown food in a metal cylinder in another country. Because everyone wants to eat a delicious plate of lab grown food from a petri dish that was transferred into a big cylinder. Yummy.

Solar companies claim that the land can be returned to farm land when the solar projects are decommissioned. This claim is based on the trust that the government will still provide the funding for these solar projects; this claim is based on the trust that the solar companies will still be in business; this claim is based on the trust that the solar companies will actually follow through on their agreement to return the land EXACTLY as it was (that includes tileage, topsoil replacement, fixing the slope of the land, etc.) This is a lot of trust we are placing in companies that are foreign owned and have absolutely no data to show that they will do this. Also trusting these solar companies that made their land owners sign a non-disclosure agreement and keep it secret from family and friends for several years before the government had a chance to pass bills that allowed it to be grandfathered in?! Or how about the solar companies that are refusing to pay for damage done to neighboring land owners because of the destruction they are causing as they construct these solar plants? I was raised that trust must be earned. There is not one ounce of data to show me I should trust EDF Renewables. They certainly have not earned my trust.

Secondly, being a teacher, and the wife of a farmer, I do not have time to read through every single letter that has been sent to you. However, the ones I have read through that are in support of this solar project in Walnut Township of Fairfield County have absolutely no ties or a connection to the area around us. Many of them are from Columbus. Please tell me how someone living in Columbus has any interest in what is happening on a farm in little Walnut Township. They don't- that's what the answer is. I know it's never right to make assumptions, but I guarantee you the majority of the letters and support are from union workers and other contractors involved with this proposed solar project. How else can I tell? The fact that the letters all sound alike with the exception of a few words that have been changed. Which makes me wonder if these people even wrote the letter or their company just wrote it for them. Need a fact to back up my "assumption"? Recently published in the Mount Vernon News, our very own Ohio Attorney General Dave Yost stated that the Frasier solar project in Knox County admitted to "Using unions, universities (who have students from outside of the county), and 2 consultants to assist with comments" that were in favor of solar power. Wow, if that could not be any more corrupt! And these are the support letters you are believing?? I'm sure Eastern Cottontail has their own corrupt letters as well that you are reading and believing. Shame on everyone involved in this lie.

However, I know you like facts, so the fact I can tell you is that all you have to do is drive anywhere in a 5 mile radius of the proposed solar plants in Walnut Township and the opposition signs are everywhere. There is not one sign that says "I support solar". Fact is that everyone who lives in this locality of the solar plant does not want it. The only letters I have read that are for it are the landowners themselves who have signed up. That's a fact.

I'm attaching some pictures of the local opposition signs so you can see for fact this is not wanted or welcomed in our area. I am also attaching a picture of the WHY I am in opposition. I am in opposition because my husband is a 8th generation Berry farmer, farming on the very land his great, great, great grandfather farmed. I am in opposition because this is how we make a living and it is part of our income. I am in opposition because our son loves to ride in the tractor, combine, be in the hog barns, help in the shop, and he dressed up as an ear of corn for Halloween because farming is in his 9th generation Berry blood. I am in opposition because our children need to know that trust is earned. I am in opposition because our children love to come in filthy dirty from a hard day of playing and working on the farm. I am in opposition because I want to know my food was grown in soil and warmed with the sun and watered with the rain from our Creator. I am writing in opposition because our farmland deserves to be preserved. I am in opposition because farming is our heart and soul.

Sincerely,
A. Courtney Berry
5320 Canal Road NE
Pleasantville, Ohio 43148
jcberry723@gmail.com



Fact: Directly across the field from proposed solar plant on Cattail Road. Not a fake letter from Columbus.



My WHY.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

11/18/2024 10:16:15 AM

in

Case No(s). 24-0495-EL-BGN

Summary: Public Comment of A. Courtney Berry electronically filed by Docketing
Staff on behalf of Docketing.

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