

COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 12, 2022

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

1
RESOLUTION NO. 22-371

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 9, 2022:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 9, 2022; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
-None.

3
RESOLUTION NO. 22-372

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0511 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0511:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0511, memo transfers in batch numbers MTAPR0511 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2202724	YOUTH VILLAGES INC	MSY2022 CARE SVS	70161605 - 5342	\$8,280.00
R2203023	FAMILY AND CHILDREN FIRST	FCFC SFY22 SHARED FUNDING CONTRIBUTION	22511607 - 5380	\$10,000.00
R2203128	DONAHUE,TONI H	2022 CONSULTING FEES	60211902 - 5370	\$20,000.00
R2203133	BUCKEYE PAVING COMPANY	MILL - N - FILL - HISTORIC COURTHOUSE	40111402 - 5328	\$16,300.00
R2203134	MANAGERPLUS SOLUTIONS LLC	SOFTWARE RENEWAL SUBSCRIPTION	10011106 - 5320	\$6,741.00

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

4
RESOLUTION NO. 22-373

IN THE MATTER OF APPROVING A PROCLAMATION FOR DONNA AND WALTER MORTON ON THE OCCASION OF THEIR INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, Donna and Walter Morton are being honored as Delaware County's 2022 inductees into the Central Ohio Senior Citizens Hall of Fame; and

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WHEREAS, the Mortons, married for more than 63 years, have devoted countless hours and resources to the Delaware County community by volunteering for the 4-H organization and for the Meals on Wheels program; and

WHEREAS, the Mortons have served the 4-H organization by instructing youth in the areas of sewing and electrical work, and by serving as hosts and recruiters for the 4-H International Exchange Program; and

WHEREAS, the Mortons began delivering for the Meals on Wheels program 14 years ago, logging an estimated 4,000 hours and 22,000 miles bringing hot lunches to seniors in the Ashley, Ohio, area;

THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners hereby honors and expresses its gratitude to Donna and Walter Morton for their community spirit and they congratulate them on the well-deserved honor of induction into the Central Ohio Senior Citizens Hall of Fame.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 22-374 WAS NOT UTILIZED.

**5
RESOLUTION NO. 22-375**

IN THE MATTER OF PROCLAIMING MAY 2022 AS OLDER AMERICANS MONTH IN DELAWARE COUNTY:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, Delaware County, Ohio, includes a growing number of older Americans who contribute their strength, wisdom and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities and backgrounds are welcomed, included and supported; and

WHEREAS, Delaware County, Ohio, recognizes its need to create a community that provides services and supports older Americans in their need to thrive and live independently for as long as possible; and

WHEREAS, Delaware County, Ohio, can work to build an even better community for our older residents by:

- Planning programs that encourage independence;
- Ensuring activities are responsive to individual needs and preferences; and
- Increasing access to services that support aging in place.

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognizes the month of May 2022 as Older Americans Month and urges the residents and businesses of Delaware County, Ohio, to recognize the contributions of our older citizens, work to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**6
RESOLUTION NO. 22-376**

IN THE MATTER OF PROCLAIMING MAY 2022 AS FOSTER CARE MONTH IN DELAWARE COUNTY:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, nearly 15,000 children and youth are in foster care in Ohio; and

WHEREAS, close to 4,000 of those children are placed with kinship caregivers who play a vital role in maintaining bonds and reducing trauma; and

WHEREAS, more than 8,000 certified foster families in Ohio have committed to providing stability and comfort for children when they cannot safely stay in their own home; and

WHEREAS, Delaware County currently has 19 children placed with kinship caregivers, 22 placed in family foster homes and 16 placed in treatment foster homes; and

WHEREAS, Delaware County currently has 24 licensed foster homes; and

WHEREAS, dedicated kinship and foster families provide lifelong support for children so they can have positive outcomes during their journey to permanency; and

WHEREAS, every child deserves to keep meaningful connections they have with their relatives and kin; and

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WHEREAS, “Relative and Kin Connections: Keeping Families Strong” is the national theme for Foster Care Month;

THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners recognizes the month of May 2022 as FOSTER CARE MONTH.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**7
RESOLUTION NO. 22-377**

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD FOR THE PURCHASE OF TRANSPORTATION SERVICES:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the Director of Job & Family Services recommends approval of the following third amendment with the Delaware County Transit Board for the purchase of transportation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the third amendment to the contract between the Delaware County Department of Job and Family Services, the Delaware County Board of Commissioners, and the Delaware County Transit Board for the purchase of transportation services:

**Third Amendment
To
Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
And
Delaware County Transit Board**

This Third Amendment of the Contract For The Provision of Transportation Services is entered into this 12th day of May, 2022 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter “Provider”) whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the “Parties.”).

WHEREAS the Parties entered into the Contract for Transportation Services on June 24, 2019.

WHEREAS the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract maximum for the service period July 1, 2021 through June 30, 2022 shall be increased to \$255,000.
2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, First Amendment, and Second Amendment not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

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Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

8

RESOLUTION NO. 22-378

IN THE MATTER OF APPROVING THE AMENDMENTS TO THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ADVANTAGE FAMILY OUTREACH AND FOSTER CARE; COTILLION HOME NON-PROFIT, LLC; CHRISTIAN CHILDREN’S HOME OF OHIO; OHIOMHAS-EASTWAY CORPORATION; DEPARTMENT OF MENTAL HEALTH-FOX RUN HOSPITAL; LIFE START, INC.; NATIONAL YOUTH ADVOCATE PROGRAM; QUALITY CARE, INC.; THE VILLAGE NETWORK; DEPARTMENT OF MENTAL HEALTH-THOMPSON ENTERPRISES, INC., DBA YOUTH INTENSIVE SERVICES;; AND NORTHEAST OHIO ADOPTION SERVICES:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendments for child care placement providers, as follows:

Advantage Family Outreach and Foster Care:

**Fourth Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Advantage Family Outreach and Foster Care**

This Fourth Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Advantage Family Outreach and Foster Care (hereinafter “Provider”) whose address is 445 Longview Avenue West, Mansfield, Ohio 44903 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services (“Contract”) on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Fourth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fourth Amendment or has been duly authorized by his/her principal to execute this Fourth Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall prevail.

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4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, the Second Amendment, and Third Amendment not changed by this Fourth Amendment remain the same, unchanged, and in full force and effect.

Cotillion Home Non-Profit, LLC:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Cotillion Home Non-Profit, LLC**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Cotillion Home Non-Profit, LLC (hereinafter “Provider”) whose address is 942 Sarbrook Drive, Cincinnati, Ohio 45231 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on November 8, 2021

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule C Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Christian Children’s Home of Ohio:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Christian Children’s Home of Ohio**

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This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Christian Children’s Home of Ohio (hereinafter "Provider") whose address is 2685 Armstrong Road, Wooster, Ohio 44691 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services ("Contract") on June 28, 2021.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

OhioMHAS-Eastway Corporation:

**Fourth Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
OhioMHAS-Eastway Corporation**

This Fourth Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and OhioMHAS- Eastway Corporation (hereinafter "Provider") whose address is 600 Wayne Avenue, Dayton, Ohio 45410 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services ("Contract") on August 19, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.

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- B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
- C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Fourth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fourth Amendment or has been duly authorized by his/her principal to execute this Fourth Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, the Second Amendment, and Third Amendment not changed by this Fourth Amendment remain the same, unchanged, and in full force and effect.

Department of Mental Health-Fox Run Hospital:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Department of Mental Health-Fox Run Hospital**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Department of Mental Health-Fox Run Hospital (hereinafter “Provider”) whose address is 67670 Traco Drive, Saint Clairsville, Ohio 43950 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on July 26, 2021

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

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4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Life Start, Inc.:

**Third Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Life Start, Inc.**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Life Start, Inc. (hereinafter “Provider”) whose address is 1329 Cherry Way Drive, Gahanna, Ohio 43230 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Foster Care Services (“Contract”) on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

National Youth Advocate Program:

**Third Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
National Youth Advocate Program**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and

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Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and National Youth Advocate Program (hereinafter “Provider”) whose address is 1801 Watermark Drive, Columbus, Ohio 43215 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Foster Care Services (“Contract”) on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Quality Care, Inc.:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Quality Care, Inc.**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Quality Care, Inc. (hereinafter “Provider”) whose address is 9402 Rosewood Avenue, Cleveland, Ohio 44105 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

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Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

The Village Network:

**Third Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
The Village Network**

This Third Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Village Network (hereinafter "Provider") whose address is 2000 Noble Drive, Wooster, Ohio 44691 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services ("Contract") on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Department of Mental Health-Thompson Enterprises, Inc. dba Youth Intensive Services:

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**Third Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Department of Mental Health-Thompson Enterprises, Inc. dba Youth Intensive Services**

This Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Department of Mental Health-Thompson Enterprises, Inc. dba Youth Intensive Services (hereinafter “Provider”) whose address is 182 East Midlothian Blvd., Youngstown, Ohio 44507 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 28, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.
 - C. Appendix II updates Schedule B Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Northeast Ohio Adoption Services:

**Third Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Northeast Ohio Adoption Services**

This Third Amendment of the Contract For The Provision of Foster Care Services is entered into this 12th day of May, 2022 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Northeast Ohio Adoption Services (hereinafter “Provider”) whose address is 5000 East Market Street, Warren, Ohio 44484 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Foster Care Services (“Contract”) on March 8, 2021,

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

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NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The contract shall be extended for the service period July 1, 2022 through June 30, 2023.
 - B. Appendix I updates Schedule A Per Diem Rates for the service period July 1, 2022 through June 30, 2023.

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, the First Amendment, and Second Amendment, not changed by this Third Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**9
RESOLUTION NO. 22-379**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND ADRIEL SCHOOL, INC.:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract, first amendment, and second amendment;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for a child care placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: Adriel School, Inc Address: 550 N Detroit Street, West Liberty, OH 43357 This Agreement in effect from July 1, 2022- June 30, 2023	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

Adriel School, Inc:

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND ADRIEL SCHOOL, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and Adriel School, Inc. ("Provider") ("First Amendment") is entered into this 12th day of May, 2022.

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Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/22 through 06/30/23 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 07/01/22 through 06/30/23.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**

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Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

J. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

K. Article XX.F. The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as "Schedule A." It is attached to the Agreement labeled "Title IV-E Schedule A Rate Information."

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator ("Administrator") on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

F. Auditor's Certification. The Auditor's Certification attached to this First Amendment shall serve as the Auditor's Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND ADRIEL SCHOOL, INC.**

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This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Adriel School, Inc. (“Provider”) (“Second Amendment”) is entered into this 12th day of May, 2022. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/22 through 06/30/23 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule C” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide

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the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule C” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding – Multiple System Youth**
- D. Auditor’s Certification.** The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 22-380

IN THE MATTER OF APPROVING AN ADDENDUM TO EXTEND THE SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC., TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF-INSURED PROGRAM:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Director of Human Resources recommends the addendum to extend the service agreement with Sedgwick Claims Management Services, Inc., to provide claims administration services for Delaware County’s Workers Compensation Self-Insured Program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the addendum to the service agreement with Sedgwick Claims Management Services, Inc., to provide claims administration services for Delaware County’s Workers Compensation Self Insured Program:

ADDENDUM TO EXTEND THE AGREEMENT FOR AN ADDITIONAL PERIOD

This Addendum to Extend the Agreement for an Additional Period ("Addendum") shall be attached to and made a part of the Service Agreement for Administration of a Claims Program that was effective September 1, 2019 between Delaware County Board of County Commissioners ("Client") and Sedgwick Claims Management Services, Inc. ("Sedgwick") (the "Agreement").

In consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows:

1. The Agreement shall be extended for an additional period commencing September 1, 2022 and ending August 31, 2024.
2. Client shall pay Sedgwick the following fees on a life of contract basis for services provided during this additional period:
 - A. Annual Flat Fee:**
 - i. Client shall pay the following fee for claims received by Sedgwick during the period beginning September 1, 2022 and ending August 31, 2023:
 - a. Flat fee of \$31,312

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ii. Client shall pay the following fee for claims received by Sedgwick during the period beginning September 1, 2023 and ending August 31, 2024:

- a. Flat fee of \$32,095

B. Miscellaneous Charges:

i. Client Shall pay the following fees for services provided during the period beginning on September 1, 2022 and ending on August 31, 2023:

- a. Bank Reconciliation fee: \$1,545
- b. ViaOne access, which includes three (3) view users, is provided at no additional charge. Additional access is available for a fee of \$387 per view user per year.
- c. Ohio Hearing Representation in lieu of attorney fees including preparation, travel, expenses, attendance, and system notations will be allocated to the claim files at \$175 per hearing per claim.

ii. Client Shall pay the following fees for services provided during the period beginning on September 1, 2023 and ending on August 31, 2024:

- a. Bank Reconciliation fee: \$1,584.
- b. ViaOne access, which includes three (3) view users, is provided at no additional charge. Additional access is available for a fee of \$397 per view user per year.
- c. Ohio Hearing Representation in lieu of attorney fees including preparation, travel, expenses, attendance, and system notations will be allocated to the claim files at \$175 per hearing per claim.

C. Care Management Fee Schedule:

All claims administration fees and services contemplate the deployment of Sedgwick's managed care services for all bill review and case management services. Rates increase 2.5% annually.

Service	Rate
Medical bill review	
State fee scheduling/usual, customary and reasonable; state reporting	\$8.65 per bill
Provider networks	
Preferred provider organization (PPO) networks/out of network services	28% of savings
California outcomes-based statewide medical provider network (MPN) (all California bills)	\$18.50 flat rate per bill
Texas healthcare network (HCN) (all Texas bills)	\$26.00 flat rate per bill One-time implementation fee of \$2,500
Telephonic clinical services	
Telephonic case management (TCM):	Evaluation and recommendation \$150
• Telephonic nurse case manager	1-30 days: \$395
• Surgery nurse case manager	Every 30 days thereafter: \$295
Behavioral Health Specialist	\$105 per hour
Customized nurse services	\$105 per hour
Utilization review (UR) and physician advisor	
Utilization review	\$125 per review CA & MA jurisdictions charged \$145 per review
Physician advisor/peer review	\$275 per review
Physician review of records	\$275 per hour
Physician advisor appeal	\$350 per review
Complex pharmacy management	Pharmacy nurse management/pain coaching: \$115 per hour Physician and PharmD management (as needed): \$275 per hour
Field case management (FCM)	

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Service	Rate
Medical field case management: Full field	\$105 per hour, plus direct expenses Urgent/catastrophic case management: \$165 per hour
Crisis care RN	\$165 per hour
<i>FCM tasks:</i>	
One visit clinical assessment	\$720 flat fee
Limited assignment task	\$105 per hour
Specialty task services: life care plan, expert testimony, customized services	\$165 per hour
Vocational and work placement solutions	
Transitional work placement (at not-for-profit)	\$900 for placement or no-show
Return to work (RTW) specialist	\$105 per hour Telephonic RTW
Workplace consultation - program/policy design and planning	\$200 per hour, plus direct expenses
Vocational - full FCMA	\$105 per hour, plus direct expenses
<i>Vocational field tasks:</i>	
Vocational assessment/testing	\$950 flat fee
Labor market survey	\$640 flat fee
Automated transferable skills analysis	\$360 flat fee
Job analysis or ergonomic evaluation	\$790 flat fee
Clinical consultation services	
Clinical consultation	Standard (24x7x365 access to nurse): \$90 per triage call Premium (blended nurse intake option): \$105 per triage call Advanced (ability to customize workflows): \$115 per triage call* *level of customization may warrant additional fees
Sedgwick managed care administrative services	
Lien resolution	28% of the below fee schedule savings subject to minimum fee of \$125 and cap of \$7,500 per lien Expert witness testimony or hearing representation charged at \$125 per hour plus direct expenses
Sedgwick standard medical card	No charge; customization starts at \$3,500
Mandatory state panel postings	Included in Sedgwick bill review program fees
Non-mandatory state panel postings	\$9.00 per panel

D. SIU Service Fees:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

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Service name	Price
Research services	
Social media investigation	\$275
Smart plus investigation	\$475
Comprehensive background	\$525
Canvassing services	\$250
Skip tracing/individual locate	\$175
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties: \$35 (per county)
Records request	\$100 plus cost of records
Social media monitoring	\$25 per week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$85 per hour (portal to portal): All other states \$95 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i> <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$10 (post prelim)
Unmanned surveillance	\$700 per day (three-day minimum) Deployment and extraction of stationary device: \$85 per hour: All other states \$95 per hour: California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i>
Video copies	\$60 per additional copy plus shipping
Field services	
Alive and well check - in person	\$325: All other states \$350: California, Hawaii and New York
Alive and well check - virtual interview	\$125
Activity check	\$350: All other states \$375: California, Hawaii and New York
AOE/COE	\$85 per hour (portal to portal): All other states
Recorded statement	\$95 per hour (portal to portal): California, Hawaii and New York
Scene investigation	
Trial/deposition	<i>Mileage charged at IRS standard mileage rate</i>
International investigations	Quote upon request
Other field services	Quote upon request
Service name	Price
Assessment services	
Suspect file review	\$95 per hour
Fraud investigation (includes state reporting)	\$95 per hour
SIU intelligence program	Workers' compensation and general liability — \$150 per claim triggered (includes up to three claim triage reviews per claim triggered)
Other assessment services	Quote upon request

E. Subrogation and Other Recoveries:

- i. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty percent (20%) of the recovery received. All fees and expenses, including attorneys' fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- ii. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick's accounts Payable system to Client for the net recovery (less Sedgwick's fee). Sedgwick will deposit the net recovery check into the Client's loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client's loss-funding account and Sedgwick

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shall receive payment from the claim file or directly from Client.

3. All terms and conditions of the Agreement shall otherwise remain the same, except those terms and conditions which have been added, deleted, or modified by the parties in writing.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 22-381

IN THE MATTER OF AMENDING RESOLUTION NO. 19-316 TO REVISE A CAPITAL PROJECTS FUND ESTABLISHED IN ACCORDANCE WITH O.R.C. 5705.13:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, on December 28, 2017, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 17-1387, establishing a capital projects fund (Fund 420 – Capital Improvement Reserve Fund), pursuant to section 5705.13(C) of the Revised Code, to pay for the costs of acquiring, constructing, or improving fixed assets of the County; and

WHEREAS, a resolution creating a capital projects fund, pursuant to section 5705.13(C) of the Revised Code, shall identify the source of the money to be used to acquire, construct, or improve the fixed assets identified in the resolution, the amount of money to be accumulated for that purpose, the period of time over which that amount is to be accumulated, and the fixed assets that the Board intends to acquire, construct, or improve with the money to be accumulated in the fund; and

WHEREAS, on April 8, 2019, the Board adopted Resolution No. 19-316, which, in part, amends Resolution No. 17-1387 to revise the capital projects fund established in Resolution No. 17-1387 to reflect an increase in the amount of money to be accumulated therein; and

WHEREAS, the Board desires to amend Resolution No. 19-316 to revise the capital projects fund established in Resolution No. 17-1387 to reflect an additional increase in the amount of money to be accumulated therein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby amends Resolution No. 19-316 by declaring that the amount of money to be accumulated in Fund 420 shall not exceed \$30,000,000.00, unless and until the Board amends this Resolution to provide for additional amounts to be accumulated in Fund 420 for the purposes stated in Resolution No. 19-316.

Section 2. All other sections and provisions of Resolution No. 19-316 not amended herein shall remain in full force and effect.

Section 3. The Board hereby directs the Clerk to certify a copy of this Resolution to the County Auditor.

Section 4. This Resolution shall take immediate effect upon adoption.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-Thank you to JFS Director Bob Anderson and Lynn Stacy and staff for renewing the interest in foster care. There will be a dinner next Tuesday to honor all the Delaware County Foster Parents.
-Will be attending a round table discussion with Bob Anderson, Delaware Area Transit, Tracie Davies and myself to target service needs and areas.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-No reports.

Commissioner Benton
-Attended the Licking County Land Bank meeting on Tuesday. It was very interesting to hear how they operate and the issues they have faced.
-Attended the TID meeting yesterday.
-Will be attending the Rapid 5 luncheon today.
-Susie Bibler will be leaving her position at Main Street Delaware to work for The Delaware Foundation.
-Will be attending the Westerville's State of the City this evening.

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Commissioner Lewis
-No reports.

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RESOLUTION NO. 22-382

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

RESOLUTION NO. 22-383

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners