

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2024**

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

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

**1
RESOLUTION NO. 24-481**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 13, 2024:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 13, 2024; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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 Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 24-482**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0614 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0614:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0614, memo transfers in batch numbers MTAPR0614, and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
P2401236	PNC for EMS Procurement Card (line 1)	10011303-5200	\$ 30,000.00
P2401236	PNC for EMS Procurement Card (line 2)	10011303-5300	\$ 20,000.00
P2402257	OUR CHILDREN JFS Services	22511607-5348	\$27,200.00
P2402304	HOME REMEDY JFS Services	70161605-5342	\$13,320.00

PR Number	Vendor Name	Line Description	Account	Amount
R2403565	2K GENERAL COMPANY	RENOVATIONS - 109 N SANDUSKY ST	42011438 - 5410	\$ 719,200.00
R2403629	XYLEM WATER SOLUTIONS USA INC	ALUM CREEK PS PUMP REHAB	66211900 - 5428	\$ 49,819.81
R2403637	DELAWARE AUTO SALES LLC	REPAIR 21-20 7965	60111901 - 5370	\$ 6,000.00

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

**4
RESOLUTION NO. 24-483**

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, STEPHEN D. MARTIN, ESQ., ATTORNEY-AT-LAW, REQUESTING ANNEXATION OF 1.802 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following resolution:

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WHEREAS, on May 20, 2024, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Stephen D. Martin, Attorney-at-Law, agent for the petitioner, requesting annexation of 1.802 acres, more or less, from Liberty Township to the City of Powell; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 1.802 acres, more or less, from Liberty Township to the City of Powell.

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

**5
RESOLUTION NO. 24-484**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS:

It was moved by Mrs. Lewis, 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 Jobs & Family Services recommends approval of the contracts, first amendments, and second amendments with Enterlock Corp dba Heaven Sent Homes; OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living; National Youth Advocate Program; Department of Mental Health – Thomson Enterprises, Inc. dba Youth Intensive Services; Christian Children’s Home of Ohio; NECCO, Inc.; ENA, Inc.; and The Bair Foundation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers Enterlock Corp dba Heaven Sent Homes; OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living; National Youth Advocate Program; Department of Mental Health – Thomson Enterprises, Inc. dba Youth Intensive Services; Christian Children’s Home of Ohio; NECCO, Inc.; ENA, Inc.; and The Bair Foundation:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Enterlock Corp dba Heaven Sent Homes</u></p> <p><u>Address:</u> <u>5956 Sunridge Drive</u> <u>Cincinnati, OH 45224</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>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)</p>

**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 ENTERLOCK CORP dba HEAVEN SENT HOMES**

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 Enterlock Corp dba Heaven Sent Homes (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 05/17/2024 through 06/30/2024 (“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.

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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 05/17/2024 through 06/30/2024. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS** 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

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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	

K. 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.

L. 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.

**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 ENTERLOCK CORP dba HEAVEN SENT HOMES**

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 Enterlock Corp dba Heaven Sent Homes (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 05/17/2024 through 06/30/2024 (“Agreement”); and,

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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 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

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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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Name: OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living</p> <p>Address: 1451 Lucas Road Mansfield, Ohio 44903</p> <p>This Agreement in effect from 07/01/2024-06/30/2025</p>	<p>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)</p>

**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 OHIOMHAS – KEYSTONE RICHLAND CENTER, LLC dba FOUNDATIONS
FOR LIVING**

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 OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. **Article V.F.** 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.

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- D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. **New Article V. AB.** 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).
- G. **New Article V. AC.** 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.
- H. **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.
- I. **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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
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	

- K. **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.
- L. **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.

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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.

**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 OHIOMHAS – KEYSTONE RICHLAND CENTER, LLC dba FOUNDATIONS
FOR LIVING**

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 OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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.

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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 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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> National Youth Advocate Program (NYAP) <u>Address:</u> <u>1801 Watermark Dr. 200</u> <u>Columbus, Ohio 43215</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<ul style="list-style-type: none"> 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)

**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**

**COMMISSIONERS JOURNAL NO. 80 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2024**

SERVICES AND NATIONAL YOUTH ADVOCATE PROGRAM (NYAP)

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 National Youth Advocate Program (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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

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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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

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	

K. 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.

L. 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 is 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.

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**PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NATIONAL YOUTH ADVOCATE PROGRAM**

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 National Youth Advocate Program (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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 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.”

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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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Department of Mental Health – Thomson Enterprises, Inc. dba Youth Intensive Services</u></p> <p><u>Address:</u> <u>182 E Midlothian Blvd.</u> <u>Youngtown, Ohio 44507</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<ul style="list-style-type: none"> 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)

**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 DEPARTMENT OF MENTAL HEALTH – THOMSON ENTERPRISES, INC dba
YOUTH INTENSIVE SERVICES**

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 Department of Mental Health – Thomson Enterprises, Inc. dba Youth Intensive Services (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.

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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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
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

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Printed Name _____

Title _____

- K. 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.
- L. 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.

**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 DEPARTMENT OF MENTAL HEALTH – THOMSON ENTERPRISES, INC dba
YOUTH INTENSIVE SERVICES**

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 Department of Mental Health – Thomson Enterprises, Inc. dba Youth Intensive Services (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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

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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 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.

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Christian Children’s Home of Ohio</u></p> <p><u>Address:</u> <u>2685 Armstrong Road 765</u> <u>Wooster, Ohio 44691</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>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)</p>

**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 CHRISTIAN CHILDREN’S HOME OF OHIO**

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 Christian Children’s Home of Ohio (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. **Article V.F.** 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.
- D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. **New Article V. AB.** 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).
- G. **New Article V. AC.** 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.

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- H. **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.

- I. **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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

- J. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
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	

- K. **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.

- L. **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

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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.

**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 CHRISTIAN CHILDREN’S HOME OF OHIO**

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 Christian Children’s Home of Ohio (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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.”

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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 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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>NECCO, Inc.</u></p> <p><u>Address:</u> <u>135 Merchant St.</u> <u>Springdale, Ohio 45246</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>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)</p>

**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 NECCO, 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 NECCO, Inc. (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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.

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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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS** 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

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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	

K. 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.

L. 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 I – 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.

**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 NECCO, INC.**

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 NECCO, Inc. (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“Agreement”); and,

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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 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

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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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>ENA, Inc.</u></p> <p><u>Address:</u> <u>115 Private Road 977</u> <u>Pedro, Ohio 45659</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>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)</p>

**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 ENA, 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 ENA, Inc. (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. **Article V.F.** 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.
- D. **Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.

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- E. **Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. **New Article V. AB.** 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).
- G. **New Article V. AC.** 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.
- H. **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.
- I. **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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. **Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
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	

- K. **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.
- L. **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 I – 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.

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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.

**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 ENA, INC.**

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 ENA, Inc. (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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.

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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 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.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>The Bair Foundation</u></p> <p><u>Address:</u> <u>665 E Dublin Granville Road 290</u> <u>Columbus, Ohio 43229</u></p> <p><u>This Agreement in effect from</u> <u>07/01/2024-06/30/2025</u></p>	<p>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)</p>

**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 THE BAIR FOUNDATION**

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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 The Bair Foundation (“Provider”) (“First Amendment”) is entered into this June 17, 2024.

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 07/01/2024 through 06/30/2025 (“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 07/01/2024 through 06/30/2025. 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.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** 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.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** 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).
- G. New Article V. AC.** 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.
- H. 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.
- I. 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

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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. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

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	

- K. 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.
- L. 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 is 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.

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SERVICES AND THE BAIR FOUNDATION

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 The Bair Foundation (“Provider”) (“Second Amendment”) is entered into this June 17, 2024. 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 07/01/2024 through 06/30/2025 (“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 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.”

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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.

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

**6
RESOLUTION NO. 24-485**

IN THE MATTER OF APPROVING THE SUB-GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE GREATER OHIO WORKFORCE BOARD, INC. FOR PROGRAM YEAR 2024 AND 2025 WORKFORCE DEVELOPMENT SERVICES:

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

WHEREAS, the Director of Job & Family Services recommends approval of the Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. for Program Year 2024 and 2025 Workforce Development Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Sub-Grant Agreement between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Greater Ohio Workforce Board, Inc. for Program Year 2024 and 2025 Workforce Development Services:

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI#	S23XDUCXT3L9	Fill in for each subgrantee
FEDERAL AWARD DATE		JULY 1, 2024, through Agreement duration
TOTAL FEDERAL AWARD		Based on award notices in CFIS and/or award letters issued by ODJFS
TOTAL AWARD TO THE SUB-RECIPIENT		Based on award notices in CFIS and/or award letters issued by ODJFS
FEDERAL AWARDDING AGENCY		US DOL & US DHS
CFDA #		Wagner-Peyser/Employment Services 17.207, Trade 17.245 , WIOA Adult 17.258, WIOA Youth 17.259, NDWG 17.277, WIOA DW 17.278, TANF 93.558, RESEA 17.225, Rapid Response 17.278, H1B 17.268
PASS THROUGH ENTITY		ODJFS
CONTRACTING OFFICER		John Trott
CONTACT INFORMATION		P.O. Box 570 Springfield, Ohio 45505-0570 937-525-1025

PROGRAM YEAR 2024/2025 SUB-GRANT AGREEMENT

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This agreement, entered into by and between the Greater Ohio Workforce Board (GOWBI) (herein referred to as the "Board") and the GOWBI Chief Elected Officials Consortium ("Consortium") and the Chief Elected Officials of Sub-grantee **Delaware ("Sub-Grantee")**, hereby establishes a Grantee/Sub-Grantee relationship between the Board and Sub-Grantee.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout GOWBI.

All entities receiving United States Department of Labor (USDOL) Employment and Training Workforce Innovation and Opportunity Act (WIOA) funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures, whether discovered through monitoring or auditing activities or self-reported, will be resolved through procedures developed by the Greater Ohio Workforce Board, Inc. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the fiscal agent for all GOWBI. GOWBI's sub-grantees will submit requests for funds to Montgomery County ("Fiscal Agent") via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, GOWBI's sub-grantees will submit the requests for funds in the CFIS Web WIOA state system. Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by sub-grantee according to the CFIS Web WIOA draw requests. The Sub-Grantee shall deposit its funds received from GOWBI into a separate WIOA account/fund within the county.

The Fiscal Agent will track Sub-Grantee's expenditures against a ceiling set by the Greater Ohio Workforce Board, Inc., and the Consortium. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305. At the point in which Sub-Grantee reaches its ceiling for the year, Fiscal Agent will cease to disburse funds to Sub-Grantee. Conversely, if the Sub-Grantee is significantly under-spent, Fiscal Agent will contact Sub-Grantee to identify the reason for the under-spending. Fiscal Agent will seek to assist Sub-Grantee with making full and efficient use of their funds. As a result, the Greater Ohio Workforce Board, Inc. will remain informed of spending patterns and make any necessary policy recommendations, including reallocation to other subgrantees within GOWBI per GOWBI policy.

The Greater Ohio Workforce Board, Inc. may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to Workforce Innovation and Opportunity Act (WIOA), Comprehensive Case Management Employment Program (CCMEP), Rapid Response (RR), Temporary Assistance for Needy Families (TANF), Reemployment Services and Eligibility Assessment (RESEA), , National Dislocated Worker Grants (NDWG), , Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other WIOA Statewide Special Project funds. Any such funds, less applicable GOWBI administrative costs, shall be transmitted to Sub-Grantee through the GOWBI Fiscal Agent only after the Board (via the GOWBI Fiscal Agent) has sent an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system.

Title 2 Part 200.332 of the Code of Federal Regulations (CFR) outlines responsibilities for pass-through entities, which includes providing federal award and subaward funding details to subrecipients. Funding information for all sub awarded funds is not available at the time of this agreement's execution. Therefore, GOWBI has opted to exclude funding details other than award titles and Catalog of Federal Domestic Assistance/Assistance Listing Numbers (CFDA/AL) from the subgrant agreements as it would be an administrative burden for both GOWBI and sub-areas to amend the subgrant agreement each time GOWBI allocates funds throughout the State Fiscal Biennium. Therefore, GOWBI will distribute allocation memoranda to the subarea for each allocation. This memorandum will provide the federal award and ODJFS subaward information for the State Fiscal Year allocations.

All budget notices will continue to be generated by the County Finance Information System (CFIS), which will be supplemental to these allocation memoranda and include the beginning, end, and subaward dates for all allocations.

These sub-grants are awarded federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

I. DUTIES OF THE GREATER OHIO WORKFORCE BOARD, INC.

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Under this agreement, the Greater Ohio Workforce Board, Inc. shall be the awarding entity. The Board shall notify Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

The GOWBI shall be responsible for:

1. Planning

Prepare a strategic direction for GOWBI that is compliant with the Workforce Innovation and Opportunity Act and ODJFS requirements to do the following:

- A. Assess the general workforce needs of the area
- B. Negotiate performance standards for the area with the state
- C. Set goals and parameters for meeting performance standards and continuous improvement
- D. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects
- E. Encourage and participate in regional planning efforts
- F. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within GOWBI; and
- G. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.

2. Policy Development

Develop and maintain policies and processes for the following:

- A. Administration of WIOA Programs in GOWBI
 - a. Public records requests
 - b. Waivers to GOWBI policy and sub-grantee policy and process guidelines
 - c. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved.
 - d. Conflict of interest
 - e. Sensitive information and technological security
 - f. Oversight and monitoring.
 - g. Complaint and hearing procedures
 - h. One-stop Memorandum of Understanding (MOU)
- B. Financial Administration of WIOA Programs
 - a. Annual expenditure rate requirements
 - b. Transfers of funds (voluntary releases, reallocations, and “friendly transfers” between GOWBI’s member counties)
 - c. Procurement, requests for proposals (RFP), and contracting guidelines
 - d. Audits and other financial monitoring
 - e. Rapid Response and/or funding special or non-formulary projects
- C. Programs, Services, and Activities for WIOA Adults and Dislocated Workers
 - a. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test.
 - b. Career services, including supportive services.

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- c. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
- d. Follow-up and post placement services
- e. Limited funds for WIOA Adult funding, and the priority of service when a declaration of limited funds has been made by the area.
- f. Veterans' priority of service
- g. Eligible training providers
- D. Programs, Services, and Activities for WIOA Youth
 - a. Definitions relevant to Youth for eligibility purposes
 - b. Youth work experience, including the requirements in WIOA for at least 20 percent of WIOA Youth funds to be spent on work experiences.
 - c. Background checks
 - d. Youth provider procurement and approval processes
- E. Employer Services and Business Relations Services
 - a. Incumbent Worker Training (IWT)
 - b. Processing job orders and the use of OhioMeansJobs.com as a business tool
 - c. Drug testing.

3. Governance and Compliance

- A. General Board Oversight
 - a. Allocation and reallocation of funds (see also Section 4: Financial)
 - b. Complaint procedures and programmatic hearings
 - c. Oversight, management, and compilation of the local area (GOWBI) MOU and dealing with MOU impasse situations.
 - d. OhioMeansJobs center system structure
 - e. Selection, designation, and certification of GOWBI member counties' comprehensive and affiliate OhioMeansJobs centers
 - f. Selection of one-stop operator(s)
 - g. Development and submission of local and regional plans
 - h. Research and analysis of local and regional labor markets.
 - i. Lead efforts to engage employers, establish career pathways, and promote promising practices and initiatives to meet workforce needs.
 - j. Approve youth service providers and vendors.
 - k. Negotiation of local performance measures
 - l. Other relevant topics as required of the board under WIOA.
- B. Sub-Grant Agreements
 - a. Develop format.
 - b. Facilitate distribution and signing.
 - c. Modify as necessary, at least every two (2) years.
 - d. Maintain and ensure compliance of the parties within the agreement.
- C. Board Compliance
 - a. Establish by-laws in conjunction with the Consortium.
 - b. Establish policies necessary for board administration and WIOA program operation.

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- c. Coordinate with the Consortium regarding the identification and nomination of members to the board to ensure membership compliance.

4. Financial

- A. Approve allocation formula methodology for sub-grantees.
- B. Administer process for reallocation within GOWBI.
- C. Monitor fiscal functions of sub-grantees.
- D. Run reports, as needed for oversight of GOWBI and sub-grantee operation.
- E. Prepare budget for Board operation and administration.
- F. Ensure cash management principles are followed by Fiscal Agent
- G. Work with Fiscal Agent to release and account for funds, including grant closeout procedures, as required by WIOA and ODJFS
- H. Operate and carry out GOWBI functions within the budget adopted by the Greater Ohio Workforce Board, Inc. with agreement of the Consortium, and based on withholding a percentage of WIOA funds from sub-grantees, upon the agreement of the Board and the Consortium
- I. Work with Fiscal Agent to assist Sub-Grantee in making efficient and effective use of funds.
- J. Assist Sub-Grantee with resolution of audits or problems related to federal, state, or local funds, as described in section 5.
- K. Fiscal Agent (designated by the Chief Elected Official) to perform accounting and funds management on behalf of the GOWBI Consortium. The Fiscal Agent is responsible for the following functions:
 - a. Receiving funds.
 - b. Ensuring sustained fiscal integrity and accountability for expenditures of funds, in accordance with 2 CFR 200 et. seq., WIOA, and corresponding federal regulations and state policies
 - c. Providing technical assistance to sub-recipients regarding fiscal issues; and
 - d. Other necessary duties, as required and appropriate, including but not limited to procuring contracts or written agreements, conducting financial monitoring of service providers, and ensuring an independent audit is conducted of all employment and training programs.

5. Monitoring, Audits, and Audit Resolution

The Greater Ohio Workforce Board shall be responsible for monitoring and audits, as required by WIOA:

- A. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs, and the entire OhioMeansJobs center delivery system.
- B. Oversight and monitoring of discretionary workforce grants awarded to GOWBI and allocated, or sub granted to its member counties.
- C. GOWBI Board staff shall be responsible for audit resolution in conjunction with the Fiscal Agent and Sub-Grantee.
- D. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the Board and the Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.
- E. Review monthly activity and monitoring reports.
- F. Provide desk reviews and oversee any necessary corrective action.
- G. Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- H. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings.

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- I. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.

6. OhioMeansJobs Centers

- A. Provide guidance for OhioMeansJobs centers.
- B. Provide information, technical assistance, and best practices to assist in continuous improvement efforts.
- C. On a regular basis, ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- D. Provide MOU format and guidelines for what must be included in local MOUs.
- E. Select a one-stop operator who shall facilitate coordination activities among the one-stop partners.

7. Grant Applications

- A. Review, write, and act upon letters of support for federal and other grant applications on recommendation of Sub-Grantee or after consultation with affected councils.
- B. Act as grant clearinghouse for GOWBI.
- C. Coordinate workforce development grant applications initiated by Sub-Grantee

8. Business Relations Functions

Provide business relation services, including:

- A. Referral of business inquiries
- B. Coordination for business inquiries which affect more than one Sub-Grantee
- C. Network with various contacts to further best practices.

9. Program Committee

- A. Develop and operate the WIOA Program Committee for GOWBI
- B. Provide guidelines and coordination for WIOA program activities.
- C. Approve WIOA Youth providers and establish guidance for that approval process.

II. DUTIES OF SUB-GRANTEE

Under this agreement, Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, within the guidelines established by GOWBI and WIOA. The sub-Grantee will carry out these duties through a partnership of chief elected officials as well as partners and community resources.

Funds provided under this agreement shall be used for authorized purposes and must be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and the negotiated federal, state, and local area performance levels.

Under guidelines developed by GOWBI, Sub-Grantee shall:

1. General

- A. Establish and operate a WIOA-compliant workforce development system, which provides services pursuant to WIOA to the community, as well as eligible individuals and employers.
- B. Maintain a business-driven partnership in coordination with elected officials.
- C. Develop, submit, and monitor workforce development plans as required by WIOA and by GOWBI.
- D. Administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by the Greater Ohio Workforce Board, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS

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Web WIOA Client Tracking (“CFIS Web WIOA CT”) or other required data system in place at the time.

- E. Follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers.
- F. Provide information for sharing best practices within GOWBI.
- G. Provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- H. Report expenses paid using funds passed to Sub-Grantee by GOWBI for individual participants and non-participant (“n/a”) costs in CFIS Web WIOA CT and LR, and report to Fiscal Agent through CFIS Web WIOA.
- I. Cooperate in the GOWBI and ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.
- J. Provide programmatic services as a primary purpose, and to provide administrative services functions and activities only if contracted with for specific administration, as defined in WIOA regulations.

2. Definitions

"Contract" means a legal instrument for the purchase of property, or services needed to carry out the project or program under a federal award. The term does not include a legal instrument for a federal award or subaward.

"Contractor" means an entity that receives a contract as defined in this rule.

"Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:

- a. Corrects identified deficiencies
- b. Produces recommended improvements; or
- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.

"Federal award" means the federal financial assistance that GOWBI receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).

"Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.

"Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a. Effectiveness and efficiency of operations
- b. Reliability of financial reporting for internal and external use; and
- c. Evaluating and monitoring compliance with applicable laws and regulations.

All GOWBI subrecipients are responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds.

"Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass-through entity for GOWBI.

"Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.

"Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.

"Subgrant agreement" is the grant agreement or legal instrument by which GOWBI issues a subaward to a subrecipient.

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"Subrecipient" means a non-federal entity that receives a federal award from a pass-through entity to carry out any part of a federal program but does not include an individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

3. Audits and Monitoring

- A. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- B. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS.
- C. Cooperate with GOWBI staff to provide information and documentation necessary to resolve audit findings.
- D. Provide information and cooperate with GOWBI monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- E. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
- F. Access to records must be granted by Sub-Grantee to ODJFS, GOWBI, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
- G. Records shall be retained as specified in 2 CFR 200.333, GOWBI policy, and as contained in the sub-grant agreement between the state and GOWBI. When any retention requirements conflict with another of these requirements, the strictest of the rules shall be followed.
- H. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4. Administration of the OhioMeansJobs Center

- A. Oversee the functional management of the OhioMeansJobs center under Greater Ohio Workforce Board, Inc. guidelines and submit any changes in OhioMeansJobs center management to the Greater Ohio Workforce Board, Inc. for approval.
- B. Negotiate MOUs with local partners and submit to GOWBI for approval.

5. Service Providers

- A. Utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
- B. Identify and select providers for youth activities and submit to GOWBI for approval prior to contract. Follow law and state policy requirements for the competitive bidding of youth program elements.

6. Fiscal

- A. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and, in the alternative, participate in reallocation process of WIOA funds within GOWBI.
- B. Apply indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- C. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- D. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- E. Procurement shall be accomplished by Sub-Grantee in a manner consistent with federal, state, and GOWBI requirements.
- F. Provide or assist GOWBI in providing financial and program reports.
- G. Comply with cost allocation requirements.
- H. Comply with matching requirements applicable to program activities.

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- I. Agree to the withholding of funds from Sub-Grantee's WIOA allocation for operation of GOWBI, per agreement between the Greater Ohio Workforce Board and the GOWBI Chief Elected Officials Consortium.
- J. Comply with closeout requirements.
- K. Comply with all GOWBI fiscal policies and procedures.

7. Performance

The sub-Grantee shall meet or exceed the established WIOA federal performance measures. GOWBI will review Sub-Grantee performance on a quarterly basis and provide technical assistance. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee may be required to submit a corrective action plan to GOWBI and work with Board staff to resolve any performance issues.

III. GENERAL TERMS

1. Liability

The Greater Ohio Workforce Board, Inc. and its Chief Elected Officials Consortium shall have liability for proper use of the GOWBI administrative funds used for its direct operations.

Liability follows the WIOA dollars sent to each Sub-Grantee. Audit exceptions and sanctions will be passed onto the causal sub-grantee. Per the GOWBI Intergovernmental Agreement amended by the Consortium for Program Year 2016, audit exceptions and sanctions imposed on the area but not passed to causal counties will be distributed to all sub-grantees proportionally and based upon each sub-grantee's percentage share of the total population in GOWBI, using the latest available United States Census data.

The Greater Ohio Workforce Board, Inc. shall purchase such insurance as is available to limit and cover the liability of the Board and Consortium of elected officials and of its subgrantees.

Subgrantees shall also purchase such insurance as is available to limit and cover any liability exposure they may have as a result of the award of the sub-grants.

2. Disputes

Any dispute which cannot be resolved between the Greater Ohio Workforce Board, Inc. and Sub-Grantee shall be submitted to the GOWBI Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

3. Termination

A. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party.

B. This Agreement may be terminated for cause in the event of a breach of any of the terms or conditions under this sub-grant agreement or a violation of the rules and regulations applicable to the sub-grants. In such instance notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the Greater Ohio Workforce Board, Inc., and Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30th) day and GOWBI shall not be obligated for further payments.

4. Certifications and Assurances

The Greater Ohio Workforce Board, Inc. and all Sub-Grantees shall comply with applicable state and federal laws, including but not limited to:

- A. Drug Free Workplace
- B. Federal Debarment and Suspension
- C. Lobbying Activities Restrictions
- D. Environmental Tobacco Smoke
- E. Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO
- F. Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387)
- G. WIOA and Ohio Ethics and Conflict of Interest provisions
- H. Disaster Recovery Plans.
- I. Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- J. Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)

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- K. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
- L. Rights to Inventions (37 C.F.R. 401)

This agreement becomes effective upon July 1, 2024, and shall be in effect for two (2) years, through June 30, 2026, unless otherwise amended prior to the expiration date

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

7

RESOLUTION NO. 24-486

IN THE MATTER OF APPROVING THE CONTRACT FOR THE PURCHASE OF TEMPORARY EMPLOYMENT AND PAYROLL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NESCO RESOURCE, LLC.:

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

WHEREAS, the Director of Job & Family Services recommends approval of a contract for the purchase of temporary employment and payroll services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract for the Purchase of Temporary Employment and Payroll Services with Nesco Resource, LLC.:

**CONTRACT FOR THE PURCHASE OF
TEMPORARY EMPLOYMENT AND PAYROLL SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
NESCO RESOURCE LLC**

This Contract is entered into this 17th day of June, 2024 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), and Nesco Resource LLC (hereinafter, “PROVIDER”) whose address is P.O. Box 901372, Cleveland, Ohio 44190 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides temporary employment and payroll services to citizens in Ohio; and,

WHEREAS, DCDJFS and DCFCFC have accepted federal funds to pay for respite care, supervised visitation, family coaching, and enhanced visitation services using the following funding streams:

- CFDA Title and Number: CCMEP TANF 93.558
- CFDA Title and Number: WIOA Youth Program 17.259

WHEREAS, PROVIDER is willing to provide such services; and,

WHEREAS, PROVIDER is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS and/or DCFCFC, will provide temporary employment and payroll services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:

Appendix I – Nesco Resource Proposal, dated May 7, 2024

2. TERM

This agreement shall have an initial service period of 07/01/2024 through 06/30/2025.

By mutual consent, the Agencies 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 Agencies, the state of Ohio and/or the federal government, as well as satisfactory performance by the

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Provider, and is subject to approval by the Agencies, with renegotiation to be initiated by the Agencies before the expiration of the existing service period.

3. SCOPE OF SERVICES/DELIVERABLES

The Services to be provided under this Contract to DCDJFS and DCFCFC by PROVIDER are set forth and are more fully described in:

Appendix I – Nesco Resource Proposal, dated May 7, 2024

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS and DCFCFC shall reimburse PROVIDER in accordance with the following:

To receive reimbursement, PROVIDER shall submit to DCDJFS or DCFCFC, depending on which Agency is utilizing the Services, proper monthly invoices for Services actually provided.

The PROVIDER shall provide a monthly invoice to the DCDJFS or DCFCFC no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. Provider shall submit monthly invoices to Delaware-Invoices@jfs.ohio.gov.

If the invoice is not received by DCDJFS and/or DCFCFC within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:

- 31-45 days 10% of the total invoice amount
- 46-60 days 20% of the total invoice amount
- 61+ days 30% of the total invoice amount

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board's damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:

No maximum payment shall be specified for this contract.

5. AWARD INFORMATION

CFDA Title and Number: CCMEP TANF 93.558

CFDA Title and Number: WIOA Youth Program 17.259

Funding sources are contingent upon eligibility of the participant.

6. LIMITATION OF SOURCE OF FUNDS

PROVIDER warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

7. DUPLICATE BILLING/OVERPAYMENT

PROVIDER warrants that claims made to DCDJFS and DCFCFC for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case of overpayments, PROVIDER agrees to repay DCDJFS and/or DCFCFC the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

PROVIDER will provide such information to DCDJFS and DCFCFC as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS and DCFCFC, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS and DCFCFC may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters

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covered by this Contract. DCDJFS and DCFCFC and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, PROVIDER shall contact DCDJFS and DCFCFC in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

10. INDEPENDENT FINANCIAL RECORDS

PROVIDER shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS and DCFCFC personnel.

PROVIDER shall allow access by the Ohio Department of Job and Family Services (ODJFS), the Certified Financial Services Auditor and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. SERVICE DELIVERY RECORDS

PROVIDER shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS and DCFCFC personnel.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

PROVIDER agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. PROVIDER agrees to reimburse DCDJFS and DCFCFC for the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS

PROVIDER shall act in performance of this Contract as an independent contractor. As an independent contractor, PROVIDER and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of DCDJFS, DCFCFC, and Delaware County.

PROVIDER certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.

DCDJFS, DCFCFC, and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS and DCFCFC shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

PROVIDER hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.

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14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, DCFCFC, and the State (collectively “Indemnified parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. PROVIDER shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts to the extent arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the contracted parties to this agreement.
- C. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the contracted parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney’s fees.
- D. PROVIDER’S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER’S insurance coverage limits as provided to DCDJFS and DCFCFC under the terms of Paragraph 14 (“INSURANCE”) below.

15. INSURANCE

PROVIDER shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, PROVIDER shall present to the Board, DCDJFS, and DCFCFC, current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

Worker’s Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.

Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.

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The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to DCDJFS and DCFCFC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board, DCDJFS, and DCFCFC within seven (7) calendar days of change.

During the life of the Contract, the Board, DCDJFS, or DCFCFC may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board, DCDJFS, and DCFCFC shall retain any and all such other and further rights and remedies as are available at law or in equity.

Provider's failure to maintain current insurance certificates at any time during the duration of the contract awarded pursuant to this RFP shall be deemed a breach of the contract. In the event of such breach, the County shall have the right to withhold any further payment(s) due to Provider and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, the County may, at its option, choose to withhold any further payment(s) due to the Provider until the Provider presents current certificates. In the event that the Provider fails to present current certificates to the County's satisfaction, the County may exercise its right to terminate the contract in accordance with the above paragraph.

16. CONFLICT OF INTEREST

The PROVIDER covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with the Board, DCDJFS, or DCFCFC, or projects or programs funded by the Board, DCDJFS, or DCFCFC has any personal financial interest, direct or indirect, in this contract. The PROVIDER further covenants that in the performance of this Contract, no person having such conflicting interest shall knowingly be employed by the PROVIDER. Any such interest, on the part of the Contractor or its employees, when known, must be disclosed in writing to the DCDJFS and DCFCFC.

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS and DCFCFC. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. Contractor will be required to develop a plan, approved by the DCDJFS and DCFCFC, to correct noncompliance issues within a term defined by the DCDJFS and DCFCFC. DCDJFS and/or DCFCFC shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

PROVIDER shall assume full responsibility for any damage to or loss of any DCDJFS, DCFCFC, and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of PROVIDER or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of PROVIDER as related to this contract or services provided thereunder.

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19. TERMINATION**A. TERMINATION FOR THE CONVENIENCE:**

The Parties may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Parties. PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated.

The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

D. LOSS OF FUNDING:

It is understood by PROVIDER that availability of funds for this contract and thus this contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to DCDJFS or DCFCFC, PROVIDER understands that changes and/or termination of this contract will be required and necessary. To the extent permitted by law, PROVIDER agrees to hold harmless DCDJFS, DCFCFC and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS or DCFCFC.

20. SAFEGUARDING OF CLIENT

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for services provided pursuant to this contract for any purpose not directly related with the administration of this contract is strictly prohibited except upon the written consent of DCDJFS or DCFCFC and the individual or, if a minor, his/her responsible parent or guardian.

21. CIVIL RIGHTS

DCDJFS, DCFCFC, and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

PROVIDER agrees as a condition of this contract to make all services provided pursuant to this contract accessible to the disabled/handicapped. PROVIDER further agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

23. DRUG-FREE WORKPLACE

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

24. FINDINGS FOR RECOVERY

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PROVIDER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Appropriate standards for health and safety in work and training situations will be maintained.

It shall comply with the provisions of the Delaware County Concealed Carry Policy when providing services under this Contract.

It recognizes and accepts its responsibility to maintain easily accessible and auditable financial records.

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.

It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.

Nothing in this Contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from Contract supplement and do not supplant existing services. Supplanting of funds is considered material breach of this Contract, permitting DCDJFS or DCFCFC to terminate the Contract.

It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. PROVIDER further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

It is bound by all of the confidentiality, disclosure and safeguarding requirements of the Ohio Revised Code and the Ohio Department of Job & Family Services, including, but not limited to those stated in the Ohio Revised Code Sections 5101.26, 5101.27, 5101.272, 5101.28, 5160.45, 42 Code of Federal Regulations Sections 431.300 through 431.307 and Ohio Administrative Code Section 5101:1-1-03 and 5160:1-1-01.1. Disclosure of information in a manner not in accordance with all applicable federal and state laws and regulations is deemed a breach of the Contract and subject to the imposition of penalties, including, but not limited to, the penalties found in Revised Code Section 5101.99.

By signing this Contract, PROVIDER certifies that it is currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code chapter 102 and the related provisions of chapter 2921.

It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

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It is not listed in the non-procurement portion of the General Services Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals. PROVIDER shall immediately notify Board of any delinquent federal debt, and in the event of such delinquent debt, the Government wide commercial purchase card shall not be authorized as a method of payment under the Contract. In the event that PROVIDER is placed on the excluded party list at any time, BOARD, DCDJFS, or DCFCFC shall have the right to terminate this Contract immediately without additional payment for any services rendered. PROVIDER shall reimburse Board for any loss, costs, or expenses resulting from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

It shall report any suspected public assistance fraud to the Fraud and Benefit Recovery Unit of the Ohio Department of Job and Family Services.

It will comply with “Rights to Inventions” clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

It will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26. NOTICES

All notices which may be required by this contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

PROVIDER: Doug Schultz Senior Vice President	Delaware County Job and Family Services Robert A. Anderson Director
Nesco Resource LLC P.O. Box 901372 Cleveland, Ohio 44190	Delaware County Job and Family Services 145 N. Union St., 2 nd Floor Delaware, Ohio 43015

27. GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this contract shall be filed in and heard before the courts of Delaware County, Ohio.

28. SEVERABILITY

If any item, condition, portion, or section of this contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

29. ENTIRE AGREEMENT

This contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

30. SIGNATURES

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

31. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

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

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IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE SOCIAL SERVICES BLOCK GRANT TITLE XX PLAN FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR FY2025 SIGNATURE AUTHORIZATION:

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

WHEREAS, the Family Services Planning Committee approved the proposed FY2025 Social Services Block Grant (SSBG) Title XX Plan; and

WHEREAS, yearly signature by the Board of County Commissioners on the SSBG Title XX Plan is required in rule 5101:2 of the Ohio Administrative Code; and

WHEREAS, the Director of Job & Family Services recommends approval of the FY2025 signature authorization by the Delaware County Board of Commissioners on the SSBG Title XX Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the FY2022 signature authorization on the SSBG Title XX Plan.

(Copy of SSBG Title XX Plan available for review at the Commissioners' Office until no longer of administrative value.)

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

**9
RESOLUTION NO. 24-488**

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. Merrell, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

UT2024-0121	AEP	HARTFORD RD	INSTALL NEW POLES
UT2024-0122	CONSOLIDATED COOPERATIVE	SKINNER AND BOWTOWN ROAD	FIBER OPTIC CABLES
UT2024-0123	AEP	CESHRIE ROAD	INSTALL OVERHEAD POLES

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

**10
RESOLUTION NO. 24-489**

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR CARLTON AT BERKSHIRE AND DEDICATION PLAT FOR WILSON ROAD AND RIDER ROAD AND NORTHSTAR LUNDIN ROAD:

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

WHEREAS, Richard B Igo, *et al.*, have submitted the plat of subdivision for Carlton at Berkshire and Dedication Plat for Wilson Road and Rider Road, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, Northstar Residential Development, LLC, has submitted the plat of subdivision for Northstar Lundin Road, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Carlton at Berkshire and Dedication Plat for Wilson Road and Rider Road and Northstar Lundin Road:

Carlton at Berkshire and Dedication Plat for Wilson Road and Rider Road:

Situated in the Township of Berkshire, County of Delaware, State of Ohio, and being a part of Farm Lot 5, Quarter Township 2, Township 4 North, Range 17 West, U.S. Military Survey Lands, and being the same 72.7-acre tract as conveyed to Rebecca S. Hazelbaker (1/6 interest) in Deed Book 445, Page 586 (later revised to Sarah Rebecca Hazelbaker in Volume 1436, Page 2566), also as conveyed to James S. Igo (1/6 interest) in Deed Book 445, Page 586, also as conveyed to Aimee Carney (1/18 interest) in Volume 1712, Page 520, also as conveyed to Robin Igo Crawford (1/18 interest) in Volume 1712, Page 520 (later revised to Robin C. Igo in

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Volume 1468, Page 1576), also as conveyed to Richard B. Igo (1/4 interest) in Deed Book 644, Page 486, also as conveyed to Amber Nelson (1/4 interest) in Volume 1646, Page 156, Page 530, also as conveyed to Richard B. Igo (1/36 interest) in Volume 1927 Page 29, and as conveyed to Amber Nelson (1/36 interest) in Volume 1927, Page 29, also being part of a 17.548 acre tract of land as conveyed to Rebecca S. Hazelbaker (1/6 interest) in Deed Book 445, Page 586 (later revised to Sarah Rebecca Hazelbaker in Volume 1436, Page 2566), James S. Igo (1/6 interest) in Deed Book 445, Page 586, also as conveyed to Aimee Carney (1/18 interest) in Volume 1712, Page 520, also as conveyed to Robin Igo Crawford (1/18 interest) in Volume 1712, Page 520 (later revised to Robin C. Igo in Volume 1468, Page 1576), also as conveyed to Richard B. Igo (1/4 interest) in Deed Book 579, Page 290, also as conveyed to Amber Nelson (1/4 interest) in Volume 1646, Page 156, also as conveyed to Richard B. Igo (1/36 interest) in Volume 1927, Page 29, and as conveyed to Amber Nelson (1/36 interest) in Volume 1927, Page 29, all being of record in the Delaware County Recorder's Office, Delaware, Ohio.

Northstar Lundin Road:

Situated in the State of Ohio, County of Delaware, Berkshire Township, Farm Lots 2,3, & 4 (Middle Tier), Quarter-Township 2, Township 4, Range 17, United States Military District, and being a re-plat of a portion of Northstar Portrush Road (Northstar Section 1, Phase A, Lot 644 with Additional Lands) (Plat Cabinet 5, Slide 737) all of which is currently owned by Northstar Residential Development LLC.

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

11

RESOLUTION NO. 24-490

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2024 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2025:

It was move by Mrs. Lewis, second by Mr. Merrell, to approve the following:

JOINT COUNTY PROJECTS - 2025 COLLECTIONS		
<u>Project Name</u>	<u>2025 % Collect</u>	<u>Counties</u>
Adams	46.75	Delaware / Marion
Carter Joint County	25.00	Delaware / Marion
Cook Joint County	115.00	Delaware / Licking
Coomer #435 Main	0.50	Delaware / Morrow
Coomer #435 Lateral A	0.50	Delaware / Morrow
Darst Joint County	19.25	Delaware / Marion
DeGood	50.00	Delaware / Union
Gorsuch Joint County	5.00	Delaware/Licking
Pumphrey Joint County	37.50	Delaware / Morrow
Tartan Field Jt. County 8,9,10,11	2.00	Delaware / Union
TRI-COUNTY PROJECTS - 2025 COLLECTIONS		
<u>Project Name</u>	<u>2025 % Collect</u>	<u>Counties</u>
Randall Howison Tri County	100.00	Delaware / Marion / Union

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Inspection Report Summary 2024

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2024 % Collect</i>	<i>2025 % Collect</i>
3B'S & K STORAGE	0707	11-384	0.75	0.75
459 ORANGE POINT DRIVE	1510	11-556	2.00	2.00
7719 GRAPHICS WAY	1506	11-557	3.75	3.75
A.D. FARROW	0621	11-338	1.50	1.25
ABBAY KNOLL 1&2	0029	11-170	2.50	2.50
ABBAY KNOLL 3-1&2	0129	11-199	1.25	1.25
ABBAY KNOLL 4-A&B	0326	11-021	1.50	1.50
ABBAY KNOLL 5A	0533	11-343	2.00	2.00
ADAMS JOINT COUNTY	6801	11-008	46.75	46.75
ALUM CROSSING 1	0523	11-344	1.25	1.25
AUGUSTA WOODS 2	0124	11-214	2.25	2.25
AVONLEA	0519	11-319	2.75	2.75
BAINBRIDGE MILLS 2	9909	11-134	1.50	1.50
BARRINGTON ESTATES	1408	11-533	2.00	2.00
BASIGER A-1	0808	11-434	3.75	2.00
BASIGER A-2	0809	11-435	3.75	2.00
BASIGER B	0810	11-436	0.25	0.25
BASIGER C	0811	11-437	2.50	0.25
BASIGER MAIN	0807	11-438	7.50	7.50
BEAUTIFUL SAVIOR LUTHERAN CHURCH	1412	11-536	3.00	3.00
BECKER	8401	11-034	2.00	2.50
BERKSHIRE CROSSING	2302	11-731		2.00
BERKSHIRE DEVELOPMENT	9918	11-160	3.00	3.00
BERLIN FARM	2212	11-737	2.00	2.00
BERLIN FARM WEST	2310	11-757		2.00
BERLIN MANOR	1816	11-636	2.00	2.00
BHARATIYA HINDU TEMPLE	0914	11-455	10.25	10.25
BIG BEAR FARMS 2-2	9806	11-104	1.00	1.00
BIG BEAR FARMS 8	9917	11-131	1.00	1.00
BIG BEAR FARMS 9	9925	11-151	1.00	1.00
BOULDER RIDGE	0613	11-331	2.00	2.00
BRAEMAR AT WEDGEWOOD	0817	11-419	1.00	0.50
BRAUMILLER WOODS 3	1712	11-625	3.00	3.00
BRITONWOODS	1827	11-648	2.00	2.00
BROOKSHIRE BANQUET	0536	11-335	1.25	1.25
BROOKVIEW	0915	11-452	10.00	10.00
BROOKVIEW MANOR	1514	11-564	2.00	2.00
BRYN MAWR 2-1&2	0011	11-113	1.00	1.00
BUCKEYE DATA CENTER	0618	11-389	1.25	1.25
BUCKEYE GYMNASTICS	1517	11-561	2.00	2.00
BUCKEYE READY MIX	0619	11-329	1.25	1.25
BUNKER HILL	1607	11-573	5.00	5.00
CALHOUN	8101	11-048	15.00	17.50
CAMBRIDGE SUBDIVISION	0234	11-270	3.50	3.50
CAMPUS AT HIDDEN RAVINES	0510	11-306	0.25	0.25
CANTERBURY	0814	11-403	4.50	4.50
CARDINAL SELF STORAGE	1605	11-572	3.00	3.00
CARRIAGE COVE	1310	11-499	2.50	2.50
CARTER JOINT COUNTY	8201	11-044	25.00	25.00
CARTERS FARM CAD	1725	11-626	1.50	1.50

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CELEBRATION KIA	2104	11-709	2.00	2.00
CHADWICK #135	1308	11-520	3.75	3.75
CHESHIRE COVE 1	0010	11-117	1.75	1.75
CHESHIRE COVE 2	0146	11-228	1.00	1.00
CHESHIRE WOODS 1	0612	11-353	0.75	0.75
CHESHIRE WOODS 2	1603	11-567	2.00	2.00
CHESHIRE WOODS 3A	1423	11-544	2.00	2.00
CHESHIRE WOODS 3B	1808	11-677	2.00	2.00
CHESHIRE WOODS ESTATES 1	0617	11-367	1.50	1.50
CHINMAYA MISSION	2305	11-733		2.00
CLARKSHAW MOORS	1714	11-623	2.00	2.00
COLUMBUS UPGROUND RESERVOIR	1409	11-535	2.00	2.00
CONDOS AT RIVERBY	1309	11-503	3.00	3.00
CONSOLIDATED ELECTRIC	0812	11-421	0.50	0.50
COOK JOINT COUNTY	5801	11-004	100.00	115.00
COOMER JOINT COUNTY	0716	11-379	0.50	0.50
COOMER JOINT COUNTY LATERAL A	0717	11-380	0.25	0.50
CORNERS AT JOHNNY CAKE	1726	11-622	2.00	2.00
COTTAGES AT HYATTS	1820	11-649	2.00	2.00
COURTYARDS AT BRADFORD COURT	1614	11-592	2.00	2.00
COURTYARDS AT CLEAR CREEK	1912	11-650	2.00	2.00
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.00	2.00
COURTYARDS AT MUIRFIELD RIDGE	1801	11-651	2.00	2.00
COURTYARDS AT SOUTH SECTIONLINE	1617	11-593	2.00	2.00
COURTYARDS AT THE RAVINES	1824	11-710	2.00	2.00
COURTYARDS ON HYATTS	1917	11-683	2.00	2.00
COVE AT EVANS FARM	2025	11-711	0.00	2.00
COVINGTON MEADOWS 1	0009	11-115	2.00	2.00
COVINGTON MEADOWS 2	0118	11-251	2.00	2.00
COVINGTON MEADOWS 3	0216	11-235	3.00	3.00
CRABILL	6201	11-003	45.00	40.00
CREEKSIDE INDUSTRIAL PARK	1806	11-652	2.00	2.00
CROSS CREEK 2-A&B	0127	11-213	1.75	1.75
CROSS CREEK 3A	0818	11-422	2.25	2.25
CROSS CREEK 3B	0507	11-300	2.50	2.50
CRYSTAL VALLEY	0804	11-410	2.50	2.50
DARST JOINT	7201	11-011	15.50	19.25
DEGOOD	5802	11-013	50.00	50.00
DELAWARE RUN	0319	11-294	8.75	8.00
DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	1001	11-469	1.00	1.00
DERBY GLEN FARMS 1	0640	11-388	2.00	2.00
DERBY GLEN FARMS 2	1304	11-498	2.00	2.00
DERBY GLEN FARMS 3	1518	11-580	2.00	2.00
DISTRICT AT BERKSHIRE	2312			2.00
DORNOCH ESTATES 3	0104	11-197	1.00	1.00
DORNOCH ESTATES 4	0223	11-221	3.00	3.00
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.00	2.00
DUTCHER/SCOTT	1111	11-487	4.00	4.00
EAGLE TRACE 2&3	0123	11-215	2.00	2.00
ELM VALLEY JFD	1315	11-502	2.25	2.25
ENCLAVE AT ABBEY KNOLL	2014	11-697	2.00	2.00
ENCLAVE AT THE LAKES	1509	11-579	2.00	2.00

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ENGLISH #346	2306	11-750		5.00
ESTATES AT CHESHIRE 1	0622	11-374	3.00	3.00
ESTATES AT CHESHIRE 2	1314	11-524	2.50	2.50
ESTATES AT MEDALLION	0603	11-354	1.25	1.25
ESTATES AT SHERMAN LAKES	1201	11-488	2.00	2.00
ESTATES OF GLEN OAK 1A	0231	11-272	0.75	0.75
ESTATES OF GLEN OAK 1B	0232	11-273	0.75	0.75
ESTATES OF GLEN OAK 2	0314	11-279	0.50	0.50
ESTATES OF GLEN OAK 3A	0404	11-052	1.00	1.00
ESTATES OF GLEN OAK 3B	0405	11-051	0.50	0.50
ESTATES OF GLEN OAK 4A	0424	11-299	1.75	1.75
ESTATES OF GLEN OAK 5	1405	11-538	2.00	1.00
ESTATES OF RIVER RUN	1109	11-492	4.50	2.00
EVANS FARM 1	1723	11-621	2.00	2.00
EVANS FARM 2	2012	11-695	2.00	2.00
EVANS FARM 3	2204	11-738	2.00	2.00
FAIR HAVEN	0904	11-441	1.00	1.00
FAIRWAYS AT BLUE CHURCH 1	0802	11-424	2.00	2.00
FANCHER	1903	11-643	7.75	7.75
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.50	2.50
FOOR CONCRETE	0512	11-320	2.00	2.00
FOUR DOCTORS DRIVE	1819	11-637	2.00	2.00
FOURWINDS NORTH	1716	11-620	3.00	3.00
FOURWINDS SOUTH	0017	11-161	2.00	2.00
GENOA BAPTIST CHURCH	1802	11-653	2.00	2.00
GENOA ELEMENTARY SCHOOL	0406	11-028	0.75	0.75
GENOA FARMS 1	0145	11-217	1.25	1.25
GENOA FARMS 2	0212	11-245	1.00	1.00
GENOA FARMS 3-A&B	0229	11-258	1.25	1.25
GENOA PLACE	2009	11-692	2.00	2.00
GLADES AT HIGHLAND LAKES	1702	11-602	2.00	2.00
GLEN OAK 1	0230	11-271	1.25	1.25
GLEN OAK 2-A&B	0309	11-261	1.00	1.00
GLEN OAK 3-A&B	0327	11-030	1.25	1.25
GLEN OAK 4	0608	11-325	0.75	0.75
GLEN OAK 5A	0910	11-448	4.00	4.00
GLEN OAK 5B	1112	11-486	2.25	2.25
GLEN OAK 6	0714	11-395	2.25	2.25
GLEN OAK 7A	1006	11-467	1.50	1.50
GLEN OAK 9	0722	11-415	1.00	1.00
GLENMEAD/MCKENZIE	1705	11-612	2.50	2.50
GOLF VILLAGE NORTH COMMERCIAL	0629	11-361	0.25	0.50
GOODING BOULEVARD	0708	11-386	0.50	0.50
GOODWILL GENOA	1321	11-521	2.00	2.00
GORSUCH JOINT COUNTY	2206	11-749	5.00	5.00
GRACE HAVEN	1810	11-654	2.00	2.00
GRACES PLACE	2011	11-694	2.00	2.00
GRAND OAK 1	0207	11-216	0.75	0.75
GRAND OAK 2	0313	11-285	1.75	1.75
GRAND OAK CONDOMINIUMS	0206	11-254	1.50	1.50
GRAND POINTE AT NORTH ORANGE	2013	11-696	2.00	2.00
GREEN MEADOWS 3	8701	21-055	3.00	3.00
GREEN MEADOWS BASIN	7901	11-031	3.75	3.75

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GREENERY	2309	11-758		0.00
GREENS AT NORTHSTAR	0909	11-454	3.75	4.25
GREYLAND ESTATES 1A	0713	11-414	2.00	2.00
GWINNER #262	0638	11-376	2.50	3.25
HARBOR POINTE 1	0024	11-181	1.50	1.50
HARBOR POINTE 2-1&2	0121	11-212	0.75	0.75
HARBOR POINTE 3-A&B	0218	11-264	2.25	2.25
HARBOR POINTE 4-A&B	0322	11-284	2.50	2.00
HARBOR POINTE 5	0407	11-042	1.00	1.00
HARDIN #267	8702	11-064	30.00	30.00
HARDIN TILE #267	1317	11-519	3.50	3.50
HARLEM ESTATES	2203	11-739	2.00	2.00
HARLEM TOWNSHIP PARK	1005	11-466	0.75	0.75
HARVEST CURVE	2105	11-712	2.00	2.00
HARVEST POINT	1602	11-566	2.00	2.00
HARVEST WIND 1-2	0813	11-404	1.50	1.50
HARVEST WIND 3	9905	11-109	1.25	1.25
HARVEST WIND 4	0027	11-174	1.75	1.75
HARVEST WIND 5	0113	11-190	1.00	1.00
HARVEST WIND 6-1	0101	11-180	2.50	2.50
HARVEST WIND 7-1	0120	11-209	1.00	1.00
HARVEST WIND 7-2	0301	11-275	0.75	0.75
HATFIELD AUTOMOTIVE	1204	11-485	3.75	3.75
HAVENS	1814	11-631	1.50	1.00
HEATHER GLEN	9908	11-112	2.00	2.00
HEATHER RIDGE 1&2	1815	11-638	2.00	2.00
HEATHERS AT GOLF VILLAGE	1524	11-582	2.00	2.00
HEISELT TRACT	0705	11-400	2.50	3.25
HERBERT LAWRENCE	7401	11-023	18.75	18.75
HICKORY RIDGE	1720	11-590	3.00	3.00
HIDDEN COVE	0315	11-277	1.00	1.00
HIDDEN CREEK ESTATES 1	0727	11-409	2.00	2.00
HIDDEN RAVINES CROSSING	2303	11-732		2.00
HIGH PARK CTR LOT 4924	0410	11-045	2.25	2.25
HIGHFIELD DRIVE DITCH RELOCATION	2016	11-699	2.00	2.00
HIGHLAND HILLS AT THE LAKES 2	0033	11-192	1.00	1.00
HIGHLAND HILLS AT THE LAKES 3-1&2	0119	11-246	6.75	6.75
HIGHLAND LAKES EAST 11-2	9906	11-110	0.75	0.75
HIGHLAND LAKES EAST 11-4&5	0115	11-219	1.00	1.00
HIGHLAND LAKES EAST 14-1	9938	11-144	1.00	1.00
HIGHLAND LAKES EAST 14-2	9939	11-150	0.75	0.75
HIGHLAND LAKES EAST 15	0324	11-018	2.00	2.00
HIGHLAND LAKES EAST 4 PH 2-5	0426	11-298	2.50	2.50
HIGHLAND LAKES NORTH 3	0711	11-396	3.25	3.25
HIGHLAND LAKES NORTH 5-3&4	1404	11-532	5.50	5.50
HIGHLAND LAKES NORTH 6-1	9919	11-124	2.50	2.50
HIGHLAND LAKES NORTH 6-2	0028	11-173	1.25	1.25
HIGHLAND LAKES NORTH 7	0032	11-191	4.00	4.00
HOGBACK BAY	1609	11-581	2.50	2.50
HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.00	2.00
HOMESTEAD AT SCIOTO RESERVE	1907	11-644	3.00	3.00
HORSESHOE RUN	8601	11-129	10.00	10.00
HOWARD FARMS	1822	11-655	2.00	2.00

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HYATT MEADOWS 1-3	2112	11-713	2.00	2.00
HYATTS CROSSING	2003	11-686	2.00	2.00
HYATTS MEADOWS MULTI FAMILY	2202	11-740	2.00	2.00
INDIAN RUN	8102	11-036	23.25	23.25
INN AT BEAR TRAIL	1601	11-571	2.00	2.00
IRONWOOD	2006	11-689	2.00	2.00
JAIN CENTER OF CENTRAL OHIO	1104	11-465	3.00	3.00
JENNINGS SPORTS PARK	2211	11-741	0.00	2.00
JONES	5901	11-012	85.00	85.00
JONES #279	1205	11-496	6.75	8.00
JONES-TIMMS	0806	11-418	2.50	2.50
KELLER PINES	0513	11-366	1.75	1.75
KILLDEER MEADOWS 1	0415	11-295	1.00	1.00
KILLDEER MEADOWS 2-A&B	0425	11-315	0.25	0.50
KILLDEER MEADOWS 3&4	1418	11-531	2.00	2.00
KINGSTON #2017-1	2201	11-735		5.00
KINGSTON #2017-2	2301	11-736		5.00
KINSALE VILLAGE	0610	11-399	2.50	2.50
KOEPPEL	8302	11-038	40.00	40.00
KROGER AT OLENTANGY CROSSING	0902	11-445	2.00	2.00
KURTZ BROTHERS DELAWARE	2109	11-714	2.00	2.00
LAKE SHORE	0633	11-368	2.00	2.00
LAKES AT SILVERLEAF	0311	11-286	1.25	1.25
LEWIS CENTER	5902	11-009	187.50	200.00
LIBERTY BLUFF 1&2	1807	11-656	2.00	2.00
LIBERTY CROSSING	0803	11-425	1.25	1.25
LIBERTY GRAND 3A	2017	11-700	2.00	2.00
LIBERTY GRAND 4	2018	11-701	2.00	2.00
LIBERTY GRAND COMMUNITIES 2	2314	11-762		2.00
LIBERTY GRAND DISTRICT	2022	11-704	2.00	2.00
LIBERTY LAKES 3	0004	11-159	1.00	1.00
LIBERTY SUMMIT	1911	11-657	2.00	2.00
LIBERTY TRACE	1521	11-583	2.00	2.00
LIBERTY TRACE 3A	1711	11-609	2.00	2.00
LIBERTY TRACE 3B	1727	11-627	2.50	2.50
LIBERTY TWP FSED	1708	11-606	2.00	2.00
LIBERTY VILLAGE 1	0526	11-349	2.00	2.00
LIBERTYDALE	1721	11-591	3.00	3.00
LIFEPOINT CHURCH	1914	11-667	2.00	2.00
LIGHTHOUSE CENTER	0508	11-305	5.00	1.50
LITTLE BEAR VILLAGE 1A	0641	11-365	1.50	1.50
LOCH LOMOND HILLS	1312	11-551	3.75	3.75
LOCH LOMOND PARK	9901	11-105	5.50	5.50
LONDON CROSSING	1519	11-577	2.00	2.00
MAEVE MEADOWS	2214	11-742	0.00	2.00
MANORS AT WILLOW BEND	0710	11-357	2.00	2.00
MANSARD ESTATES 1&2	0725	11-417	2.50	2.50
MAPLE GLEN	1909	11-680	2.00	2.00
MARKET AT LIBERTY CROSSING 3	0901	11-444	0.50	0.50
MARRGELLO DEVELOPMENT	0529	11-334	1.50	1.50
MC FITNESS & HEALTH	1421	11-542	2.50	2.50
MCCAMMON CHASE 1	0307	11-263	1.25	1.25
MCCAMMON ESTATES 1	0506	11-303	3.00	3.00

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MCCAMMON ESTATES 2	0511	11-317	3.00	3.00
MCCAMMON ESTATES 3	0606	11-328	2.00	2.00
MCCAMMON ESTATES 4	0614	11-332	1.50	1.50
MCDONALDS AT CROSSING SOUTH	1318	11-527	0.00	0.00
MCNAMARA #582	0906	11-440	0.00	0.00
MCNAMARA PARK	1106	11-462	1.25	1.25
MEADOW AT CHESHIRE 3-3	0117	11-184	2.00	2.00
MEADOW AT SCIOTO RESERVE	0524	11-355	1.00	1.00
MEADOWS AT CHESHIRE 3-1	9912	11-132	1.50	1.50
MEADOWS AT CHESHIRE 3-2	9913	11-133	2.00	2.00
MEADOWS AT HARVEST WIND 1&2	1108	11-476	3.00	3.00
MEADOWS AT HOME ROAD	1713	11-619	5.50	6.75
MEADOWS AT LEWIS CENTER 1	1105	11-464	2.00	2.00
MEADOWS AT LEWIS CENTER 2	1611	11-585	2.00	2.00
MEADOWS AT LEWIS CENTER NORTH	1413	11-547	2.00	2.00
MEDALLION ESTATES 10-1	0012	11-122	0.75	0.75
MEDALLION ESTATES 10-2	0013	11-163	1.25	1.25
MEDALLION ESTATES 8	9914	11-135	0.50	0.50
MEDALLION ESTATES 9	9921	11-157	1.00	1.00
MENARDS CREEKSIDE	1203	11-511	1.25	1.25
MEYERS PROPERTY CAD	2111	11-715	2.00	2.00
MILEY	8301	11-050	2.50	3.00
MIRASOL 1	1422	11-549	2.00	2.00
MIRASOL 2	1826	11-639	2.00	2.00
MOONEY	1501	11-541	5.00	5.00
MULBERRY ESTATES	2308	11-759		2.00
MULCH 1ST	1701	11-601	2.00	2.00
NANCE FAMILY CAD	1516	11-576	2.00	2.00
NATIONAL STONE/STEEL-CRYDER	1406	11-539	0.00	0.00
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	4.50	4.50
NELSON FARMS	0801	11-423	2.00	2.00
NELSON FARMS NORTH	2205	11-743	2.00	2.00
NELSON FARMS SOUTH	1608	11-594	2.50	2.50
NEW BEGINNINGS UMC	1515	11-587	2.00	2.00
NORTH FARMS 1-3-5-7	1511	11-563	2.00	2.00
NORTH FARMS 4&8	1615	11-595	2.00	2.00
NORTH FARMS 6&11	1522	11-575	2.00	2.00
NORTH FARMS 9	1915	11-681	2.00	2.00
NORTH LAKE PRESERVE	1910	11-658	2.00	2.00
NORTH ORANGE 1-1	0213	11-232	1.00	1.00
NORTH ORANGE 1-1 LOT 5578	0709	11-394	2.00	2.00
NORTH ORANGE 1-2 A&B	0401	11-029	1.25	1.25
NORTH ORANGE 2, 3-A&B	0331	11-037	1.25	1.25
NORTH ORANGE 2-2	0302	11-268	1.25	1.00
NORTH ORANGE 3-1	0214	11-248	0.50	0.50
NORTH ORANGE 3-2-B	1202	11-493	2.00	2.00
NORTH ORANGE 3-2-C	0522	11-346	1.50	1.50
NORTH ORANGE PARK	2208	11-729	2.00	2.00
NORTH POINT MEADOWS 1	0305	11-281	1.00	1.00
NORTH POINT MEADOWS 2	0421	11-316	2.50	2.50
NORTH POINTE PLAZA	1604	11-569	2.50	2.50
NORTHBROOKE CORPORATE CENTER	0112	11-194	2.00	2.00

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NORTHLAKE WOODS 1 & 2	1804	11-659	2.00	2.00
NORTHSTAR 1	0611	11-432	1.25	1.25
NORTHSTAR 1B	2021	11-703	2.00	2.00
NORTHSTAR 1C1	1402	11-543	1.50	1.50
NORTHSTAR 1D	1401	11-546	2.00	2.00
NORTHSTAR FAMILY DENTAL	1803	11-660	2.00	2.00
NORTHSTAR GOLDWELL	2001	11-684	2.00	2.00
NORTHWEST STORAGE	0615	11-330	3.00	3.00
NOVA LANDS US 23	2107	11-716	2.00	2.00
NUCKLES	7001	11-010	60.00	65.00
NUCKLES #20	1003	11-459	6.00	6.00
OAK CREEK 1	1210	11-507	2.00	2.00
OAK CREEK EAST 2	9904	11-108	1.25	1.25
OAKS 1A	0532	11-360	2.50	2.50
OAKS AT BIG WALNUT	2215	11-744	0.00	2.00
OAKS AT HIGHLAND LAKES 1	0132	11-225	1.75	1.75
OAKS AT HIGHLAND LAKES 2	0201	11-226	1.00	1.00
OAKS AT HIGHLAND LAKES 3	0210	11-224	1.75	1.75
OAKS AT HIGHLAND LAKES 4	0422	11-312	0.75	0.75
OAKS AT HIGHLAND LAKES 5	0328	11-019	1.25	1.00
OAKS AT HIGHLAND LAKES 6	0423	11-311	3.75	3.75
O'BRIEN #440	1102	11-490	4.50	4.50
O'BRIEN #440-ODOT	1103	11-489	2.75	2.75
OLD HARBOR ESTATES 1	1503	11-560	2.00	2.00
OLD HARBOR ESTATES 2	1805	11-661	2.00	2.00
OLD KINGSTON	0718	11-381	11.75	11.75
OLDE STATE FARMS 1	0102	11-195	1.00	1.00
OLDE STATE FARMS 2	0420	11-301	1.75	1.75
OLDEFIELD ESTATES	0417	11-309	1.00	1.00
OLENTANGY BERLIN HS	1613	11-570	2.00	2.00
OLENTANGY CROSSINGS 1-2-3A-7 & LEWIS CENTER	0607	11-390	1.75	1.75
OLENTANGY CROSSINGS 4	0631	11-373	2.00	2.00
OLENTANGY CROSSINGS 5	0632	11-369	1.75	1.75
OLENTANGY CROSSINGS 6-1	1303	11-505	5.00	5.00
OLENTANGY CROSSINGS 7	0634	11-387	3.75	3.75
OLENTANGY CROSSINGS ACCESS RD	0912	11-446	0.50	0.50
OLENTANGY CROSSINGS LOT 7354	0911	11-447	1.50	1.50
OLENTANGY CROSSINGS SOUTH 1	0639	11-362	3.25	3.25
OLENTANGY ELEMENTARY SCHOOL #15	1002	11-471	0.50	0.25
OLENTANGY FALLS 1	0637	11-363	3.50	3.50
OLENTANGY FALLS 2	1110	11-491	3.50	3.50
OLENTANGY FALLS 3	1302	11-500	2.00	2.00
OLENTANGY FALLS 4A	1718	11-628	2.00	2.00
OLENTANGY FALLS 4B	1904	11-662	2.00	2.00
OLENTANGY FALLS 5	1717	11-629	2.00	2.00
OLENTANGY FALLS EAST 1-5	1520	11-565	3.00	3.00
OLENTANGY LOCAL SCHOOLS BALE- KENYON RD	0907	11-442	11.25	11.25
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.50	1.25
OLENTANGY MS #6	2110	11-717	2.00	2.00
OLSD ELEM #1	2005	11-688	2.00	2.00
ORANGE CENTRE DEVELOPMENT	0723	11-407	0.00	0.25

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ORANGE CORPORATE CENTER	0916	11-456	2.00	2.00
ORANGE GRAND ESTATES	2101	11-718	2.00	2.00
ORANGE POINT COMMERCE PARK	1306	11-512	2.00	2.00
ORANGE POINT OUTPARCELS	1724	11-618	2.50	2.50
ORANGE TWP & PARK PLACE VILLAGE	0312	11-278	4.00	3.00
ORCHARD LAKES 1-3	0427	11-297	1.50	1.50
OXFORD WOODS	2007	11-690	2.00	2.00
PANERA BREAD 36/37	1411	11-553	3.75	3.00
PARK AT GREIF	0128	11-247	0.50	0.50
PARKSHORE 1,2,4	0521	11-318	1.50	1.50
PARKSHORE 3	9907	11-111	1.50	1.50
PEACHBLOW/CONNER LANE	1209	11-508	5.50	4.00
PIATT MEADOWS 1-1&2	9910	11-137	1.50	1.75
PIATT MEADOWS 2 PH 1-3	0014	11-188	0.25	0.25
PIATT PRESERVE 1-4	2023	11-719	2.00	2.00
PLUM ESTATES	9915	11-154	1.75	1.75
POINTE AT SCIOTO RESERVE	1703	11-603	3.00	3.00
POLARIS SELF STORAGE	0534	11-337	0.25	0.50
POTTER	6202	11-002	75.00	90.00
PREMWOOD	0905	11-457	2.00	2.00
PRESERVE AT SELDOM SEEN	0517	11-339	1.00	0.75
PRIMMER LATERAL #3	0703	11-398	3.00	3.00
PRIMMER MAIN	0702	11-378	5.00	5.00
PRIMMER NEILSON LATERAL #140	0704	11-397	2.00	2.50
PRIMROSE SCHOOL	0706	11-393	2.00	2.00
PUMPHREY JOINT COUNTY	5904	11-006	37.50	37.50
RABBIT RUN	2210	11-746	0.00	2.00
RANBRIDGE RAVINES	0805	11-458	0.75	1.00
RANDALL HOWISON TRI-COUNTY	5905	11-016	100.00	100.00
RATTLESNAKE RIDGE	0130	11-203	1.50	1.50
RAVINE RUN	2307	11-760		2.00
RAVINES AT MCCAMMON CHASE	0712	11-413	3.50	3.50
RAVINES AT SCIOTO RESERVE	0605	11-352	2.00	2.00
RAVINES OF ALUM CREEK	0502	11-308	2.50	2.50
RCD SALES OF DELAWARE	1417	11-534	0.25	0.25
REDTAIL ESTATES	1313	11-522	3.25	1.00
RESERVE AT HIDDEN CREEK	1818	11-640	2.00	2.00
RESERVE AT SCIOTO BLUFF	2207	11-745	2.00	2.00
RESIDENCES AT ORANGE GRAND	1905	11-678	2.00	2.00
RETREAT AT WOODCREST	2008	11-720	2.00	2.00
RIVER BLUFF 1	1908	11-679	2.00	2.00
RIVER BLUFF 2A, 2B, 3	2019	11-721	2.00	2.00
RIVER ROCK FARMS	1316	11-525	2.50	2.50
RIVER RUN	0724	11-405	2.50	2.00
RIVERBEND 1 PH 1&2	0020	11-172	2.50	3.00
RIVERBEND 1-1	9933	11-158	1.25	1.25
RIVERBEND 2	9934	11-140	1.25	1.50
RIVERBEND 2 LOT 7014	0635	11-371	1.00	1.00
RIVERBEND 3	9935	11-152	1.25	1.25
RIVERBEND 4-1&2	0021	11-168	1.00	0.75
RIVERBY ESTATES 2-4	0719	11-375	2.75	2.75
RIVERS EDGE AT ALUM CREEK 1	0144	11-244	1.00	1.00
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	0.75	0.75

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ROOF MAIN A	1415	11-537	0.50	0.25
ROOF MAIN B	1416	11-540	2.00	2.00
ROSEWOOD VILLAGE	2315	11-761		2.00
RUDER EAST	1906	11-646	5.00	5.00
RUDER WEST	2010	11-693	5.00	5.00
S. JAYNES PARK	0815	11-433	0.25	0.25
SACKETT #328	0626	11-382	2.00	2.00
SAGE CREEK 4B	0601	11-358	1.50	1.50
SAGE CREEK 5	1403	11-528	2.50	2.50
SANCTUARY AT THE LAKES	1311	11-504	2.00	2.00
SANCTUARY AT THE LAKES LOT 7851	1525	11-578	4.00	4.00
SARA CROSSING	2316			2.00
SCIOTO HIGHLANDS 3	0222	11-238	1.00	1.00
SCIOTO HILLS BASIN	7801	21-052	10.00	10.00
SCIOTO MEADOWS NORTH	2015	11-722	0.00	2.00
SCIOTO MEADOWS SOUTH	2002	11-723	0.00	0.00
SCIOTO RESERVE 1-3	0034	11-189	0.75	0.75
SCIOTO RESERVE 1-4	0125	11-207	1.25	1.25
SCIOTO RESERVE 1-5&6	0225	11-241	2.00	2.00
SCIOTO RESERVE 1-7&8	0320	11-020	3.25	3.25
SCIOTO RESERVE 2-1&2	9936	11-118	0.75	0.75
SCIOTO RESERVE 2-3&4	0110	11-185	1.25	1.25
SCIOTO RESERVE 3-1&2	0003	11-153	1.25	1.25
SCIOTO RESERVE 3-3&4	0126	11-208	1.25	1.25
SCIOTO RESERVE 3-5	0220	11-237	1.75	1.75
SCIOTO RESERVE 4-1&2	9937	11-119	1.50	1.50
SCIOTO RESERVE 4-10	0306	11-260	0.75	0.75
SCIOTO RESERVE 4-11 A&B	0329	11-017	1.75	1.75
SCIOTO RESERVE 4-12	0408	11-025	0.25	0.25
SCIOTO RESERVE 4-13	0501	11-412	2.25	2.25
SCIOTO RESERVE 4-3&4	0030	11-186	1.50	1.50
SCIOTO RESERVE 4-5&6	0221	11-229	1.00	0.75
SCIOTO RESERVE 4-7	0138	11-200	0.25	0.25
SCIOTO RESERVE 4-8	0204	11-240	1.75	1.75
SCIOTO RESERVE 4-9	0233	11-267	2.00	2.00
SCIOTO RESERVE EXPANSION 1A	0604	11-333	0.50	0.50
SCIOTO RESERVE EXPANSION 1B	0620	11-336	1.75	1.75
SCIOTO RESERVE EXPANSION 2-A&B	0720	11-402	0.75	0.50
SCIOTO RESERVE EXTENSION	2024	11-706	2.00	2.00
SCIOTO RESERVE GOLF COURSE	1410	11-724	0.00	0.00
SCIOTO RIDGE CROSSING	1728	11-617	2.00	2.00
SCOTT #604 LATERAL #2	1811	11-630	3.00	3.00
SELF STORAGE 42	2304	11-734		2.00
SHEETS #318	0903	11-439	21.75	21.75
SHEFFIELD PARK 1	0303	11-274	0.50	0.50
SHEFFIELD PARK 2A	0525	11-340	1.00	0.75
SHEFFIELD PARK 3	0721	11-453	1.75	1.75
SHELLBARK RIDGE 2	0137	11-233	1.25	1.25
SHELLBARK RIDGE 4	9920	11-126	1.25	1.25
SHERBROOK 10	0208	11-222	1.25	1.25
SHERBROOK 3	9805	11-103	1.50	1.50
SHERBROOK 4	9902	11-106	0.75	0.75
SHERBROOK 5	0001	11-143	1.50	1.75

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SHERBROOK 6	0008	11-121	1.25	1.25
SHERBROOK 7	0107	11-165	1.25	1.25
SHERBROOK 8	0116	11-183	1.25	1.50
SHERBROOK 9	0133	11-223	1.50	1.50
SHERMAN LAKES 1-A&B	0414	11-041	1.50	1.50
SHERMAN LAKES 2	0325	11-276	0.50	0.50
SHERWOOD	0105	11-164	3.50	3.50
SHORES 12	0022	11-178	1.25	1.25
SHORES 13	0413	11-313	1.25	1.25
SIGNATURE DERMATOLOGY	1913	11-663	2.00	2.00
SLACK	5903	11-001	68.75	68.75
SLANE RIDGE	0131	11-204	2.00	2.00
SLATE CREEK	0518	11-324	3.75	3.75
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.00	2.00
SLATE RIDGE RESIDENTIAL	2311	11-765		2.00
SMITH #198	0627	11-377	3.50	3.50
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.25	2.25
SRI SAIBABA TEMPLE	0630	11-370	2.00	2.00
ST JOHN NEUMANN CATH CHURCH	1107	11-463	1.75	1.75
ST. GEORGES COURT	0537	11-342	0.50	0.25
STEITZ POWERS	5906	11-007	5.25	5.25
STONES THROW	0402	11-043	2.50	3.00
SUGAR RUN	8402	11-056	21.50	21.50
SUMMERFIELD VILLAGE 1&2	9804	11-102	1.00	1.00
SUMMERFIELD VILLAGE 2 PH 1-3	0015	11-179	1.25	1.25
SUMMERWOOD 1	0106	11-167	2.50	2.50
SUMMERWOOD 2	0143	11-218	2.50	2.50
SUMMERWOOD EXTENSION	0535	11-341	3.75	3.75
SUMMERWOOD LAKES 1	0636	11-364	2.00	2.00
SUMMERWOOD LAKES 2	1823	11-641	2.00	2.00
SUMMERWOOD LAKES 3	1606	11-586	2.50	2.50
SUMMIT HOMES	0514	11-304	4.25	0.25
SUNBURY STORAGE	1307	11-510	1.25	1.25
SUNSET COVE ESTATES	1709	11-607	3.00	3.00
SUNSET POINT	1618	11-597	2.00	2.00
SUPERKICK	0624	11-385	1.25	1.00
SV TEMPLE	1902	11-664	2.00	2.00
SWAN LAKE	1722	11-616	2.00	2.00
SYCAMORE TRAIL	1825	11-665	2.00	2.50
TALLEY	8703	11-057	29.00	29.00
TANGER OUTLETS	1508	11-555	2.00	2.00
TARGET AT WEDGEWOOD	1320	11-526	2.00	2.00
TARTAN FIELDS 12-13	0002	11-187	2.25	2.25
TARTAN FIELDS 14-18	9931	11-145	1.50	1.50
TARTAN FIELDS 20 A	0515	11-351	2.25	2.25
TARTAN FIELDS 20 B	0609	11-359	4.00	4.00
TARTAN FIELDS 21	0516	11-348	1.75	1.25
TARTAN FIELDS 8-11	9932	11-146	2.00	2.00
TEETS	7402	11-014	15.00	15.00
THE GROVE	2209	11-747	2.00	2.00
THE PINES	1821	11-642	2.00	2.00
THE SHIRE	2313			0.00
THOMAS	2004	11-687	3.00	3.00

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TRAILS END	1319	11-523	1.50	1.50
TURKEY HILL #722	2106	11-725	2.00	2.00
TWIN ACRES	0403	11-026	1.00	1.00
U.S. RT 23/POWELL RETAIL CTR D	0031	11-166	1.00	1.00
VERIZON WIRELESS RETAIL	1706	11-605	2.50	2.50
VET CLINIC	1101	11-470	2.50	3.25
VILLAGE AT ALUM CREEK 3	9911	11-125	1.25	1.25
VILLAGE AT ALUM CREEK 4	9926	11-139	0.75	0.75
VILLAGE AT ALUM CREEK 5	0114	11-202	1.00	1.00
VILLAGE AT ALUM CREEK 6	0224	11-239	0.75	0.75
VILLAGE AT ALUM CREEK 7	0323	11-022	1.00	1.00
VILLAGE AT BALE KENYON	0520	11-383	1.75	1.75
VILLAGE AT HARVEST WIND	2317			5.00
VILLAGE AT NORTH FALLS	0409	11-323	1.00	1.25
VILLAGE AT OLENTANGY CROSSINGS 1&2	1419	11-529	2.00	2.00
VILLAGES OF OAK CREEK 10-A&B	9927	11-114	2.00	2.00
VILLAGES OF OAK CREEK 11	0139	11-249	1.00	1.00
VILLAGES OF OAK CREEK 12	0330	11-024	3.00	3.00
VILLAS AT LOCH LOMOND	1707	11-611	2.50	2.50
VILLAS AT MAPLE CREEK	2213	11-748	5.00	5.00
VILLAS AT OLD HARBOR EAST	2102	11-726	2.00	2.00
VILLAS AT OLD HARBOR WEST 1-3	2103	11-727	2.00	2.00
VILLAS AT TUSSIC	1414	11-552	2.00	2.00
VILLAS AT WALNUT GROVE	0628	11-411	3.00	3.00
VILLAS OF OLENTANGY LEWIS CENTER	1407	11-530	2.00	2.00
VINMAR FARMS 1	0411	11-039	0.50	0.50
VINMAR FARMS 2	0505	11-302	1.50	1.50
VINMAR FARMS 3-A&B	0623	11-391	2.00	2.00
VINMAR VILLAGE 1	1502	11-550	2.00	2.00
VINMAR VILLAGE 2	1616	11-598	2.00	2.00
VINMAR VILLAGE 4&5	1916	11-682	2.00	2.00
WALDENS REVISITED	1612	11-584	2.00	2.00
WALKER WOOD 10-1	9929	11-148	2.00	2.00
WALKER WOOD 10-2	0019	11-198	1.50	1.50
WALKER WOOD 11	9930	11-149	3.00	3.00
WALKER WOOD 12	0026	11-182	1.50	1.50
WALKER WOOD 13	0111	11-193	3.50	3.50
WALKER WOOD 14	0135	11-205	3.00	3.00
WALKER WOOD 2-1	9803	11-101	2.25	2.25
WALKER WOOD 2-2	9922	11-123	4.75	4.75
WALKER WOOD 3-1	9802	11-100	3.50	3.50
WALKER WOOD 3-2	9916	11-128	10.00	10.00
WALKER WOOD 4	9923	11-136	1.50	1.50
WALKER WOOD 5	0134	11-206	1.75	1.75
WALKER WOOD 6	9903	11-107	1.50	1.75
WALKER WOOD 7-1	9924	11-116	2.00	2.00
WALKER WOOD 7-2	0018	11-176	3.25	3.25
WALKER WOOD 8	9928	11-156	2.00	2.00
WALKER WOOD 9	0025	11-175	3.50	3.50
WALNUT GROVE ESTATES 1	0418	11-310	1.25	1.50
WALNUT GROVE ESTATES 2	0726	11-406	3.00	3.75
WALNUT WOODS 1	0226	11-266	1.50	1.50

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WALNUT WOODS 2	0332	11-040	3.50	3.50
WARREN FAMILY FUNERAL HOME	1901	11-666	3.00	3.00
WEDGEWOOD	1809	11-624	2.00	2.00
WEDGEWOOD 10	0122	11-210	1.25	1.25
WEDGEWOOD 11	0316	11-283	1.75	1.75
WEDGEWOOD OFFICE PARK	0715	11-401	2.00	2.00
WEDGEWOOD PARK	0205	11-242	1.00	1.00
WEDGEWOOD PARK 2-A&B	0419	11-314	1.50	1.50
WEDGEWOOD PARK 2C	0528	11-345	2.25	2.25
WEDGEWOOD PARK 2D	0531	11-326	2.00	2.00
WEDGEWOOD PARK NORTH	1710	11-608	2.50	3.25
WEDGEWOOD PLACE 1	1505	11-545	3.00	3.00
WEDGEWOOD PLACE 2	0227	11-269	1.25	1.25
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	2.00	1.00
WESTERVILLE N SELF STORAGE	1206	11-497	2.50	2.50
WESTERVILLE RESERVE 1&2	0006	11-155	3.25	3.25
WHISPER TRACE	0527	11-350	2.50	2.50
WHITETAIL MEADOWS SUB	0023	11-171	1.00	1.25
WILLOW BEND 1	0202	11-234	0.75	0.75
WILLOW BEND 2	0308	11-259	1.50	1.50
WILLOW BEND 3	0416	11-296	1.50	1.50
WILLOW SPRINGS NORTH 1	0530	11-347	1.50	1.50
WILLOW SPRINGS NORTH 2	0321	11-282	1.25	1.25
WILSHIRE 4	0016	11-177	1.25	1.25
WILSHIRE 7	0616	11-327	2.00	2.00
WILSHIRE ESTATES 3-1	0005	11-120	1.75	2.00
WILSHIRE ESTATES 3-2	0007	11-162	1.50	1.50
WILSHIRE ESTATES 5-1&2	0109	11-201	1.75	1.75
WILSHIRE ESTATES 6-A&B	0228	11-265	3.75	3.75
WILSON-ROSSO-LOWE	0318	11-288	7.00	8.75
WINDING CREEK ESTATES SEC 4	1715	11-589	5.00	5.00
WINDSONG	0509	11-321	1.25	1.25
WINGATE FARMS 1&2	1301	11-506	2.50	2.50
WOODCREST CROSSING 2-7	2108	11-728	2.00	2.00
WOODLAND GLEN	0310	11-280	1.25	1.25
WOODLAND GLEN 2	0412	11-032	1.50	1.50
WOODLAND HALL 1	0209	11-231	9.50	11.75
WOODLAND HALL 2	0816	11-420	3.75	3.75
WOODS AT WEEPING ROCK	1504	11-559	2.50	2.50
WOODS AT WILDCAT RUN	0602	11-416	5.50	5.50
WOODS OF DORNOCH 2	0103	11-196	6.25	6.25
WOODS OF DORNOCH 3	0211	11-236	1.00	1.00
WOODS OF DORNOCH 4	0503	11-307	1.25	1.25
WOODS OF DORNOCH 5	1719	11-610	2.00	2.00
WOODS OF MEDALLION	1004	11-468	4.50	4.50
WOODS ON SELDOM SEEN 3-1	0108	11-211	1.25	1.25
WOODS ON SELDOM SEEN 3-2	0203	11-243	3.00	3.00
ZIMMERMAN	0317	11-287	4.00	4.00

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

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IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Byxbe Conference Room for NEORide Executive Committee Meeting hosted by Delaware County Transit on August 16, 2024; at no cost.

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

**13
RESOLUTION NO. 24-492**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JUVENILE/PROBATE COURT:

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

Supplemental Appropriations		
26226206-5001	Specialized Court Docket/Compensation	2,500.00
26226206-5102	Specialized Court Docket/Workers Comp	25.00
26226206-5120	Specialized Court Docket/OPERS	340.00
26226206-5131	Specialized Court Docket/Medicare	35.00

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

RESOLUTION NO. 24-493

IN THE MATTER OF SURRENDERING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2024 ALLOCATION TO THE STATE OF OHIO:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) has received notice that it is eligible to apply for up to \$276,000 of Community Development Block Grant (CDBG) Program Year 2024 funds, as allocated through the State of Ohio CDBG program; and

WHEREAS, pursuant to Resolution No. 24-448, the Board is pursuing Urban County Entitlement qualification through the U.S. Department of Housing and Urban Development, which would disqualify the Board from accepting allocation funds through the State of Ohio upon successful Urban County qualification; and

WHEREAS, pursuant to the Ohio Consolidated Plan, the Board may choose to surrender all or part of its funding allocation to the State of Ohio through appropriate legislative action and notice to the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio hereby surrenders the Community Development Block Grant (CDBG) Program Year 2024 allocation to the State of Ohio and directs the Director of Finance to submit a copy of this Resolution to the State of Ohio, Department of Development, Office of Community Development.

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

ADMINISTRATOR REPORTS

DCA Huston – Nothing to report

Attorney Hochstettler – Nothing to report

COMMISSIONERS’ COMMITTEES REPORTS

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Commissioner Lewis – Attended the annual Farm Bureau meeting

Commissioner Merrell – Attended the Farm Bureau meeting and a CORSA meeting

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners