

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2024**

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

**Present:**

**Gary Merrell, President  
Jeff Benton, Commissioner**

**Absent:**

**Barb Lewis, Vice President**

**1**

**RESOLUTION NO. 24-782**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 23, 2024:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 23, 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 Aye                      Mrs. Lewis Absent

**2**

**PUBLIC COMMENT**

**3**

**RESOLUTION NO. 24-783**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0925, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0925:**

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0925, memo transfers in batch numbers MTAPR0925, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2402304) Home Remedy GM	FCF System of Care	70161605-5348	\$13,200.00
(P2401037) Evoqua	SRF Operations & Maintenance	66211900-5290	\$25,000.00
(P2401899) County Risk Sharing Authority	Property and Casualty Insurance	60111901-5370	\$28,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2404044	HOME REMEDY LLC	MSY HOME CARE YOUTH O.P.	70161605 - 5348	\$ 13,200.00
R2404045	HOME REMEDY LLC	MSY HOME CARE YOUTH A.S.	70161605 - 5348	\$ 13,200.00
R2404694	MID OHIO DEVELOPMENT EXCHANGE	MODE 2024 ANNUAL DUES	21011113 - 5308	\$ 35,530.40
R2404700	PARALLEL TECHNOLOGIES INC	DATA CABLING - 149 BUILDING	40111402 - 5410	\$ 30,000.00
R2404709	FAMILY AND CHILDREN FIRST	MSY FLEX FUNDING POOL CONTRB %12	22511607 - 5380	\$ 33,752.40
R2404719	CARR SUPPLY INC	HVAC - EMS 7	40111402 - 5410	\$ 5,200.00

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

**4**

**RESOLUTION NO. 24-784**

**IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM D2 NAILS SPA LLC TO AVIDA NAILS SPA & LOUNGE LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR**

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**CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D1, D2 and D6 license from D2 Nails Spa LLC to Avida Nails Spa & Lounge LLC, located at 8593 Owenfield Drive, Orange Township, Powell, Ohio 43065; and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**5  
ALEX MCCARTHY, Director Delaware Office Of Homeland Security Emergency Management  
DELCO WATER  
THE OHIO FARM SERVICES ADMINISTRATIO  
ONGOING DROUGHT IMPACTING OUR AREA**

**6  
RESOLUTION NO. 24-785**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A LOCAL SPONSOR  
APPLICATION TO THE OHIO DEPARTMENT OF AGRICULTURE OFFICE OF FARMLAND  
PRESERVATION FOR 2025 FUNDING:**

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

WHEREAS, the Ohio Department of Agriculture Office of Farmland Preservation offers matching grants for the acquisition of farmland preservation easements through local sponsors; and

WHEREAS, the Delaware County Board of Commissioners, in cooperation with the Delaware Soil and Water Conservation District, wishes to submit an application for Delaware County to serve as a local sponsor for the program; and

WHEREAS, the Board hereby declares that Resolution No. 17-1131 (approving a memorandum of understanding between Delaware County, Ohio and the Ohio Department of Agriculture for The Local Agricultural Easement Purchase Program), shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby authorizes the County Administrator to complete a local sponsor application to the Ohio Department of Agriculture Office of Farmland Preservation and authorizes the President of the Board to sign and submit this application.

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

**7  
RESOLUTION NO. 24-786**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
DELAWARE COUNTY BOARD OF COMMISSIONERS AND AFSCME LOCAL 2896, OHIO  
COUNCIL 8, AFL-CIO:**

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

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into by and between AFSCME, Ohio Council 8 (Union) and the Delaware County Board of Commissioners (Employer). This memorandum shall modify the current collective bargaining agreement between the parties as set forth below.

1. The parties agree to add a new bargaining unit position of Lead Electronic Maintenance Technician. This position shall be placed in the newly established pay level as set forth in the new wage chart attached hereto.
2. The parties agree to delete the current pay level 1. The current employees in the position of collections system laborer shall be moved up one pay level to pay level 2 (new pay level 1). The two collections system laborers who are currently paid \$18.24 per hour shall be paid \$19.34 per hour the first full pay period after the execution of this memorandum.

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3. The employee in the position of collections system laborer currently paid \$20.14 per hour shall receive an increase of .42 per hour effective January 20, 2025. Thereafter, this employee shall receive an increase of .41 per hour effective July 18, 2025.
4. The attached pay chart shall be incorporated into the current collective bargaining agreement.
5. This memorandum shall not be interpreted as modifying any other provision of the collective bargaining agreement except as specifically set forth in paragraphs 1 through 3 above.
6. This memorandum shall not set a precedent for any future matters between the parties.

Regional Sewer District (2024 Wage Scale - Per MOU)					
Level	Min*	Max*	Increment	Positions	
1	\$ 19.34	\$ 28.04	Hourly	Truck Driver, Relief Operator (no license), Collections System Laborer (no license)	
	\$ 1,546.85	\$ 2,242.94	Bi-weekly		
	\$ 40,218.20	\$ 58,316.39	Annually		
2	\$ 20.50	\$ 29.72	Hourly	Relief Operator (OIT), Chemist I	
	\$ 1,639.66	\$ 2,377.51	Bi-weekly		
	\$ 42,631.29	\$ 61,815.37	Annually		
3	\$ 21.73	\$ 31.50	Hourly	Maintenance Technician I, Inspector I, RWFO Operator (Class I), Chemist II, Collections Technician (Class I)	
	\$ 1,738.04	\$ 2,520.17	Bi-weekly		
	\$ 45,189.17	\$ 65,524.29	Annually		
4	\$ 23.03	\$ 33.39	Hourly	RWFO Operator (Class II), Maintenance Technician II, Inspector II, Collections Technician (Class II), Collections Crew Chief I	
	\$ 1,842.33	\$ 2,671.37	Bi-weekly		
	\$ 47,900.52	\$ 69,455.75	Annually		
5	\$ 24.41	\$ 35.40	Hourly	RWFO Operator (Class III), Maintenance Technician III, Electronic Maintenance Technician I, Collections Crew Chief II	
	\$ 1,952.87	\$ 2,831.66	Bi-weekly		
	\$ 50,774.55	\$ 73,623.09	Annually		
6	\$ 25.88	\$ 37.52	Hourly	Lead Inspector, Electronic Maintenance Technician II, Lead Operator, Lead Maintenance, Lead Collections	
	\$ 2,070.04	\$ 3,001.56	Bi-weekly		
	\$ 53,821.02	\$ 78,040.48	Annually		
7	\$ 27.43	\$ 39.77	Hourly	Lead Electronic Maintenance Technician	
	\$ 2,194.24	\$ 3,181.65	Bi-weekly		
	\$ 57,050.28	\$ 82,722.91	Annually		

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

**8  
TIFFANY MAAG,  
DIRECTOR OF ENVIRONMENTAL SERVICES AND REGIONAL SEWER DISTRICT  
MONTHLY SANITARY APPROVAL UPDATE TO BOARD OF COMMISSIONERS**

**9  
RESOLUTION NO. 24-787**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

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

Transfer of Appropriation		
From:	To:	
10031303-5101	10031301-5301	\$75,000.00
Sheriff Jail Health Insurance	Sheriff/Deputies Contracted Prof. Services	

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

**10  
RESOLUTION NO. 24-788**

**IN THE MATTER OF APPROVING A CONTRACT FOR SERVICES AND A BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND ROBERTSON RESEARCH INSTITUTE FOR TRAINING AND ASSESSMENTS:**

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

WHEREAS, the Sheriff and Sheriff's Office Staff recommend approval of the Contract for Services and a Business Associate Agreement with Robertson Research Institute;

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NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Contract for Services and a Business Associate Agreement with Robertson Research Institute for training and assessments:

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is entered into this 26<sup>th</sup> day of September, 2024, by and between Robertson Research Institute, P.O. Box 140274, Grand Rapids, Michigan 49514 (referred to hereinafter as "Business Associate") and Delaware County Sheriff's Office, 149 N. Sandusky Street, Delaware, Ohio 43015, and Delaware County Board of Commissioners, 91 N. Sandusky Street, Delaware, Ohio 43015 (together referred to hereinafter as "County"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect for as long as the County and Business Associate have a separate Underlying Service Contract as that term is defined in Section 1.

WHEREAS, the County will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with Business Associate's Protect the Protector's Service Agreement; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

Catch-all definition:

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
  - c. *Applicable Requirements* means all of the following:
    - i. applicable law
    - ii. policies and procedures of the County which are consistent with applicable law and which apply to information covered by this Agreement and
    - iii. the requirements of this Agreement.
  - d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
  - e. *Business Associate* means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, means Robertson Research Institute.
  - f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
  - g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - h. *Individual* includes the individual receiving services from the County and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
  - i. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
  - j. *Underlying Service Contract* means the contract entered into between the County and the Business Associate for the provision of the Protect the Protector's Program.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the County any right to control the Business Associate's conduct in the course of performing a service on behalf of the County.

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3. The County shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
  - a. As necessary in order to provide the services of the Underlying Service Contract;
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the County.
6. The Business Associate and the County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure, or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the County any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
  - a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the County of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession available as follows:

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- a. To the County, to the extent necessary to permit the County to fulfill any obligation of the County to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the County, to the extent necessary to permit the County to fulfill any obligation of the County to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the County to fulfill the County's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the County, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
  12. The Business Associate shall make its internal practices, books, and records relating to the use or disclosure of information received from or on behalf of the County available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the County's compliance with the HIPAA Rules, and any amendments thereto.
  13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
  14. Upon termination of this Agreement, the Business Associate shall, at the option of the County, return or destroy all PHI created or received from or on behalf of the County. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
  15. The PHI and any related information created or received from or on behalf of the County is and shall remain the property of the County. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
  16. Any non-compliance by the Business Associate or County with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or County knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
  17. Notwithstanding any rights or remedies under this Agreement or provided by law, the County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
  18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
  19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
  20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
  21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the County:  
David Wiseman  
Chief Deputy Delaware County Sheriff's Office  
1776 State Route 521  
Delaware, Ohio 43015  
Tel: 740-833-2816

To the Business Associate:  
Dr. Joel C. Robertson  
President, Robertson Research Institute,

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P.O. Box 140274,  
Grand Rapids, Michigan 49514

22. Authority. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
23. Severability. The invalidity of any portion of this document shall not invalidate the remainder, and the remainder shall continue in full force and effect.
24. Indemnification. Business Associate shall indemnify, hold harmless and defend the County from and against all claims, losses, liabilities, costs, and other misrepresentation, breach of warranty or non-fulfillment of any undertaking outlined in this Agreement; and any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the Business Associate's performance under this Agreement.

**CONTRACT FOR SERVICES**

This "Contract for Services" ("Contract") is entered into by and between Delaware County Sheriff's Office, 149 N. Sandusky Street, Delaware, Ohio 43015, and Delaware County Board of Commissioners, 91 N. Sandusky Street, Delaware, Ohio 43015 (together referred to hereinafter as "County" or "Partner"), and Robertson Research Institute ("Provider"), P.O. Box 140274, Grand Rapids, Michigan 49514 and collectively, the "parties", on the 26<sup>th</sup> day of September, 2024.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Partner and Provider agree as follows:

1. Term. The term of this Contract shall commence on the date this Contract is executed by the Partner and shall terminate on the 30<sup>th</sup> of June 2027. This Contract may be terminated by the Partner for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to Provider at least seven days prior to the date of the intended early termination of this Contract.

2. Scope of Services. The Provider shall provide the Services for which are described in Protect the Protectors™ Scope of Services attached hereto as "Exhibit A".

2.1. The Partner may in its sole discretion accept or reject any portion of the Services. In the event that any portion of the Services is rejected, Provider shall immediately correct such rejected Services to the reasonable satisfaction of the Partner. The review or acceptance by the Partner of any part of the Services shall not relieve Provider of its responsibility to perform any other part of the Services pursuant to the terms and conditions of this Contract.

2.2. Provider agrees that this Contract for the provision of Services is not intended to be an exclusive Contract with the Partner for the provision of the type of Services described herein.

2.3. Nothing set forth in this Contract requires the Partner to request a minimum amount of Services.

3. Provider Compensation. Provider shall provide Services to Partner at a rate of Fifty Thousand dollars (\$50,000.00) per annum. Partner shall be billed in addition to the yearly rate Three Hundred dollars (\$300.00) per person for onboarding services after year 1. The Partner shall pay the Provider for Services performed for Phase 1 in accordance with this Contract.

Upon approval by the Partner of this engagement for the Services hereunder, the Provider shall submit to the Partner an invoice for 100% of the first year of the annual program fee. Provider shall submit similar invoices for each subsequent contract year.

The Partner shall pay such invoice within 30 days of its approval by the Partner. However, regardless of when payment is made, and notwithstanding any term set forth on the invoice and/or any other document to the contrary, the Partner shall never be obligated or liable to Provider and/or any other party for any late payment or collection costs, fees or interest charges. Notwithstanding any term or condition set forth in this Contract and/or any other document to the contrary, the total monetary obligation of the Partner under this Contract shall not exceed the total sum of One Hundred Eighty Thousand Dollars (\$180,000.00).

4. Duty to Indemnify The Partner. The Provider shall indemnify and hold harmless the Partner, its commissioners, officers, employees and representatives (collectively the "Indemnified Parties") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) are caused by or result from the performance of the Services by the Provider, anyone directly or indirectly employed by the Provider, any sub-contractor of the Provider, or anyone for whose acts the Provider is legally liable, and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent, reckless or

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willful act, error or omission of the Provider, anyone directly or indirectly employed by the Provider, any sub-contractor of the Provider, or anyone for whose acts the Provider is legally liable. The terms and conditions of this paragraph 4 shall survive termination of this Contract for any reason.

4.1. In addition to its duties to indemnify the Partner pursuant to paragraph 4 above, Provider shall promptly correct, repair and/or replace any Services, items, work, and/or materials undertaken or installed as part of the Services and damaged and/or destroyed as a result of the fault or negligence of the Provider, its officers, employees, sub-contractors or others engaged by Provider in the performance of the Services. Such correction, repair and/or replacement shall be the sole responsibility of the Provider and at the Provider's sole expense.

4.2. Provider shall carry and maintain through the term of the Contract, without lapse, such insurance policies, including but not limited to professional liability insurance, as will protect it and the Indemnified Parties against any and all claims which may arise out of or result from the performance of or operations under this Contract. Said insurance shall, at a minimum, be of a type and amount which is customary in the industry and/or is required by law, whichever is the greater standard, and shall provide coverage for all sums the Provider may or shall become legally obligated to pay as damages, including those which accrue from the Provider's duty to indemnify the Indemnified Parties.

5. Compliance With Law. By executing this Contract, Provider acknowledges that it is in compliance with, and will remain in compliance with, all federal, state, municipal and/or other local laws, ordinances, resolutions, rules and regulations that govern this Contract and its performance.

5.1. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern the interpretation and construction of the terms and conditions of this Contract as well as any other claim, suit or action between the parties, whether such other claim, suit or action is based upon tort or otherwise. Any action or proceeding pertaining to this Contract or any other claim, suit or action between the parties shall be heard in a court of appropriate jurisdiction and venue located in Delaware County, Ohio.

5.2. Nothing contained in this Contract is intended to be or shall be construed to create or establish the relationship of a partnership, joint venture or other business organization between the parties hereto nor to create an agency, representative or employment relationship between the Provider or its employees and the Partner. Neither the Provider nor its employees shall be considered an employee of the Partner nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the Partner including, without limitation, participation in the Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay. 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 Acknowledgement Form ("OPERS Form"). If Provider has five (5) or more employees, Provider, by its signature of an authorized representative below, hereby certifies such a fact in lieu of completing the Form:

\_\_\_\_\_  
Provider

5.3. Provider agrees that during the performance of this Contract, that neither it nor any sub-contractor will discriminate against any employee or qualified applicant for employment who is both available and qualified for work because of age, race, color, religion, sex, disability, creed, national origin or military veteran status. Neither the Provider nor any sub-contractor shall discriminate based upon age, race, color, religion, sex, disability, creed, national origin, or military veteran status, in any undertaking related to employment including (but not limited to) such actions as hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, pay rates, compensation, and/or selection for training, including apprenticeship.

5.4 Consistent with R.C. § 307.86, this Contract is not required to be competitively bid.

6. Miscellaneous Terms. The parties each bind themselves, their successors, assigns, and legal representatives to the other party to this Contract, which represents the entire and integrated agreement between them and supersedes all prior negotiations, representations, agreements or contracts, either written or oral, between the parties.

6.1. No person or organization other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Contract.

6.2. If any term or condition contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other term or condition contained herein, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable term or condition were not contained herein. No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or



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future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach. Captions or headings are for convenience only.

6.3. The parties acknowledge each of them had access to legal counsel and that each party participated materially in the negotiation and drafting of this Contract.

6.4. Neither the Partner nor its commissioners, either individually or collectively, nor any Partner official executing this Contract or any modification hereto shall be subject to any personal liability by reason of such execution.

6.5. The Provider shall not assign or transfer any right, title, or interest in this Contract without the prior written consent of the Partner, which consent may be withheld by the Partner for any or no reason.

6.6. This Contract may only be modified by a writing signed by the parties. The Contract may be executed in counterparts.

6.7. By signature of this authorized representative below, Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio. Provide further certifies by its signature of an authorized representative that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

6.8. The County and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the County shall not be invoiced for and shall not pay any taxes. A tax exempt certificate shall be provided to Provider upon request.

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

**11**

**RESOLUTION NO. 24-789**

**IN THE MATTER OF APPROVING THE THREE-YEAR PARTICIPATION AGREEMENT  
BETWEEN THE COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (“CEBCO”)  
AND THE COUNTY OF DELAWARE OHIO:**

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

WHEREAS, the County Administrator and the Deputy County Administrators recommend the Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”) and the County of Delaware Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”) and the County of Delaware Ohio:

**COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.  
PARTICIPATION AGREEMENT**

This Participation Agreement (the “Agreement”) is made between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”), an Ohio corporation not for profit, and Delaware County, Ohio (the “Member”), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1<sup>st</sup> day of January, 2025, and shall terminate at 11:59 p.m. on the 31<sup>st</sup> day of December, 2027.

**I. RECITAL**

1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company, but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.

1.2 The Member is a political subdivision of the State of Ohio as “political subdivision” is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.

1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.

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1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.

1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

**II. DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CEBCO's program.

"Benefit Proposal" shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

"Board" shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

"Funding Rates" shall mean the Member's share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

"Incurred but not Reported Claims" shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

"Program Costs" shall mean those costs described in Article VI of this Agreement.

**III. CEBCO'S OBLIGATIONS**

3.1 Acceptance of Member. Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 Provision of Coverage. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefor. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover the potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The report shall also include the aggregate amounts so reserved and aggregate disbursements made from such funds.

3.4 Financial Audit. Within one-hundred fifty (150) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 Reports to Members. CEBCO will provide to each Member an annual summary of the Member's claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 Appeals Process. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

**IV. MEMBER'S OBLIGATIONS**

4.1 Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 Payments. The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

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4.3 Collective Bargaining Agreements. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member's responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 CEBCO Procedures. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 Insurance and Reinsurance. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 Voting Representative. The Member agrees to designate a voting representative and alternate in accordance with CEBCO's Code of Regulations.

4.7 Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 Withdrawal. The Member's rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 Membership in CCAO. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 Administrative and Service Agreements. CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

**V. PROGRAM DESCRIPTION**

CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

**VI. MEMBER CONTRIBUTIONS**

6.1 Funding Rates. CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

- a. its claims fund contribution;
- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 Surplus. The Board, in its sole discretion, may apply surplus funds toward the contributions of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

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6.3 Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 Assessments. The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

**VII. TERM OF AGREEMENT**

7.1 Initial Term. The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three year term.

7.2 Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

**VIII. WITHDRAWAL AND RE-ENTRY**

8.1 Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 Withdrawal Prior To Expiration of Agreement. If the Member withdraws from CEBCO prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

**IX. EXPULSION**

9.1 Expulsion. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

**X. DISSOLUTION**

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

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- a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears to all Members' contributions to CEBCO for that same time period; and
- b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

**XI. MISCELLANEOUS**

11.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

11.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.

11.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

11.4 Notices. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO  
County Employee Benefit Consortium, Inc.  
Attention: Managing Director, CEBCO Health and Wellness Programs  
209 East State Street  
Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

**Delaware County, Ohio**  
Attention: Dawn Huston  
Deputy County Administrator  
91 N. Sandusky St.  
Delaware, OH 43015

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

11.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.

11.6 Exclusive Right to Enforce. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure

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before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be segregated by the arbitrator for each party relating to its respective disputes and claims. If the parties do not agree to arbitration, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

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

**12  
RESOLUTION NO. 24-790**

**IN THE MATTER OF APPROVING THE 2025 GROUP HEALTH, PRESCRIPTION DRUG, DENTAL, AND VISION INSURANCE COVERAGE RENEWAL WITH THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish the group health, prescription drug, dental, and vision insurance coverage for eligible Delaware County employees for 2025; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group insurance coverage; and

WHEREAS, in order to provide the most comprehensive and cost-effective group health insurance, prescription drug coverage, dental insurance and vision insurance coverage benefits within the available budget to the county officers and employees of Delaware County, the County Administrator recommends continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2025, accepting the Medical PPO Plan 1B and the Anthem PPO Rx prescription drug plan renewal rates for 2025 from CEBCO, and accepting vision and dental insurance coverage benefits through CEBCO’s Delta Dental Plan 1 and VSP Vision Plan 8 for 2025;

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

Section 1. The Board hereby approves the following group insurance coverage from CEBCO for calendar year 2025:

- a. Delaware County will provide the Medical PPO Plan 1B and Anthem Rx Plan designs through CEBCO for 2025 for eligible county officers and employees.
- b. Delaware County will provide the Delta Dental PPO Plan 1 design through CEBCO for 2025 for eligible officers and employees.
- c. Delaware County will provide the VSP Vision Plan 8 design through CEBCO for 2025 for eligible officers and employees.

Rates for the Employer/Employee Contributions for the group insurance coverage approved herein shall be determined in a separate resolution.

Section 2. The Board hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2025 renewal requirements with CEBCO.

(Documents shall be retained in the Administrative Services Department in accordance with the applicable records retention schedule(s).)

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

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**RESOLUTION NO. 24-791**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF DELAWARE COUNTY EMS, AND PUBLIC CONSULTING GROUP LLC TO ASSIST IN ANALYZING AND REPORTING COSTS TO SECURE SUPPLEMENTAL PAYMENTS:**

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

**PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT**

This Services Agreement (“Agreement”) is entered into by and between the Delaware County Board of Commissioners, for and on behalf of Delaware County EMS (“CLIENT”) and Public Consulting Group LLC (“PCG” or “CONTRACTOR”) as of October 1, 2024 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.
2. **Term.** The Agreement will be effective from the Effective Date through one (1) full or twelve-month Medicaid cost reporting periods, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
  - a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
  - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Either party may terminate this Agreement without cause by providing written notice at least ninety (90) days prior to the effective date of termination. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

If CLIENT terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by CLIENT, the parties agree that the compensation

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provisions, including those in Attachment B, shall survive termination of the Agreement, and CLIENT shall timely compensate PCG pursuant to those provisions herein.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

**For PCG:**

Heather Caldwell  
Associate Manager  
148 State Street, 10th Floor  
Boston, MA 02109  
704-607-7869  
hcaldwell@pcgus.com

**For CLIENT:**

Jeff Fishel  
Director  
10 Court St  
Delaware, OH 43015  
740-833-2193  
JFishel@co.delaware.oh.us

6. **Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party:
- (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.

11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" is defined as information -- including but not



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limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

- b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary

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or Confidential Information:

- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
    - ii. Consult with the Disclosing Party on the appropriate response to the re-quest;
    - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
    - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
  - j. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
  - k. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
  - l. Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
12. **As-Is Information and Data**  
The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.
13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.
14. **Non-Solicitation:** During the term of this Agreement and for one year thereafter, neither CLIENT nor PCG shall, without the prior written consent of the other party, directly or indirectly solicit, entice, encourage, offer special inducements, or otherwise recruit any of the other party's employees. However, notwithstanding anything above to the contrary, this Section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an employee of the other party who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.
15. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
16. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
17. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the

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foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

- 18. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
- 19. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- 20. Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Ohio, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state courts of Delaware County, Ohio shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
- 21. Miscellaneous**
- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
  - b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
  - c.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
  - d.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
  - e.** Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
  - f.** Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

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**ATTACHMENT A  
CONTRACTED SERVICES**

*Ambulance Supplemental Payment Program (ASPP) and Other Consulting Services*

- A. CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. CONTRACTOR shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- D. CONTRACTOR will provide all documentation needed by the Ohio Department of Medicaid (ODM) to facilitate the establishment of the ASPP.
- E. CONTRACTOR will support CLIENT and ODM to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- F. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to ODM within the time frame prescribed by ODM.
- G. CONTRACTOR shall have knowledge of the applicable data and cost reporting principles specified in Ohio and federal statutes.
- H. CONTRACTOR will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- I. CONTRACTOR will draft program plan and supplemental payment strategy to best align with the needs of CLIENT.
- J. CONTRACTOR will work with CLIENT and other stakeholder providers to engage the state of Ohio.
- K. CONTRACTOR will develop CMS CPE approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.
- L. CONTRACTOR will develop CMS IGT program approval documents, including Preprint Form, program model, payment process.
- M. CONTRACTOR will facilitate ongoing discussions with the state of Ohio through program design, approval and implementation process.
- N. CONTRACTOR will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- O. CONTRACTOR will assist CLIENT in negotiations with MCOs through IGT agreement development
- P. CONTRACTOR shall have knowledge and experience in the completion of all Schedules as required by the Program.
- Q. CONTRACTOR will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- R. CLIENT will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules. The data provided, entered, or uploaded by CLIENT is processed by CONTRACTOR on an 'as is' basis. CLIENT warrants that such data is accurate and complete, and that CLIENT has appropriate records to substantiate such data. CLIENT agrees that CONTRACTOR will not be liable for any losses, damages, or third-party claims associated with any CONTRACTOR act that is as a result of inaccurate or incorrect data entered or uploaded by CLIENT.
- S. CONTRACTOR shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.

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- T. If the completed cost report is rejected by ODM, CONTRACTOR shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- U. CONTRACTOR shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- V. CONTRACTOR shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- W. CONTRACTOR shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- X. CONTRACTOR shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
- Y. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis as set forth in Attachment B. This compensation will be based on payments received by CLIENT under the ASPP Program.
- Z. If, as a result of an audit by any governmental or regulatory agency, including but not limited to ODM, a refund is required by CLIENT, CONTRACTOR agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

**ATTACHMENT B  
COMPENSATION**

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the ASPP program as described in Attachment A. CLIENT shall pay CONTRACTOR a contingency fee of the federal share portion of payments received by CLIENT under the ASPP program from both FFS and MCO settlements. The fee is based on total settlement received per year as shown in the table below. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit.

Contingency Fee for Non-OEMSCA Members	Contingency Fee for OEMSCA Members
10%	9%

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

**14  
RESOLUTION NO. 24-792**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS.**

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

<b>Supplemental Appropriations</b>		
10011102-5801	Commissioners General/Miscellaneous Cash Transfers	15,000,000.00
Transfer of Funds		
From:	To:	
10011102-5801	42411477-4601	15,000,000.00
Commissioners General/Cash Transfer	Capital Facility/Interfund Revenues	

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

**15  
RESOLUTION NO. 24-793**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS' LETTER OF SUPPORT OF FY25 AIRPORT TERMINAL PROGRAM (ATP) GRANT APPLICATIONS FROM JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT (CMH) AND RICKENBACKER INTERNATIONAL AIRPORT (LCK):**

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

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September 26, 2024

The Honorable Pete Buttigieg  
U.S. Department of Transportation  
1200 New Jersey Avenue SE  
Washington, D.C. 20509

**Re: Support of CMH and LCK Airport Terminal Program (ATP) grant applications**

Dear Secretary Buttigieg,

We, the Delaware County Board of Commissioners, are writing to express strong support for the FY25 Airport Terminal Program (ATP) grant applications from John Glenn Columbus International Airport (CMH) and Rickenbacker International Airport (LCK). These grants would provide critical funding to upgrade terminal facilities and improve airport efficiency. Important to note, these applications draw from different ATP allocations based on airport size and do not compete with each other.

Our region relies on modern aviation infrastructure to support both passenger and cargo operations, which are essential to economic growth. We are fortunate to have such robust connectivity through CMH and LCK, and we fully endorse the terminal development projects at both airports. The ATP grant program presents a unique opportunity to advance these efforts and support the region’s continued success.

CMH faces significant infrastructure challenges due to aging equipment and facilities. This grant would fund the acquisition of 31 new Passenger Boarding Bridges (PBBs) in support of the brand new CMH terminal, which will feature a total of 36 gates, including two international gates and a centralized security checkpoint. These vital equipment upgrades will support the modernization of the airport’s systems and operations as well as expand the airport's capacity to 13 million annual passengers, positioning CMH for future growth.

LCK’s two-gate passenger terminal, built in 2002, requires renovations to improve energy efficiency, replace two HVAC units and jet bridges, and enhance passenger accessibility. These updates will refresh the terminal and ensure LCK continues to provide reliable, affordable travel.

We strongly support both CMH and LCK’s ATP grant applications. These projects will create jobs, boost the local economy, and strengthen air travel in Central Ohio. Thank you for considering these requests.

Respectfully,

The Delaware County Board of Commissioners

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Gary Merrell

Vote on Motion

Mrs. Lewis Absent

Mr. Merrell Aye

Mr. Benton Aye

16

**RESOLUTION NO. 24-794**

**IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO DISCLAIM AN INTEREST IN A LIFE INSURANCE DEATH BENEFIT:**

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific executive or discretionary authority to the County Administrator as the Board may determine by resolution; and

WHEREAS, the Board has received notice that Delaware County is named as the beneficiary in a life insurance policy, American General Life Insurance Company Contract Number A41022876G (the “Policy”); and

WHEREAS, on information and belief, the Board is of the opinion that the beneficiary listing was made in error, except to the extent Delaware County was intended to receive a death benefit to be held in trust for payment to the insured’s next of kin; and

WHEREAS, the Board wishes to specifically authorize the County Administrator to disclaim Delaware County’s interest in the Policy’s death benefit, in favor of the insured’s next of kin;

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

Section 1. The Board hereby authorizes the County Administrator to disclaim Delaware County’s interest in the death benefit from the Policy, with instructions for the death benefit to be paid to the insured’s next of kin.

Section 2. This Resolution is adopted pursuant to section 305.30 of the Revised Code to provide specific, one-time authority in addition to the general authority granted in Resolution No. 24-348, which shall continue in

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full force and effect.

Section 3. This Resolution shall take effect immediately upon adoption.

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

**OTHER BUSINESS  
RESOLUTION NO. 24-795**

**IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES AND APPROVING A TRANSFER OF APPROPRIATION:**

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Deputy County Administrator recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011108-5294	Human Resources	71.19	Refreshments for events
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Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. The Board hereby approves the following transfer of appropriation:

<b>Transfer of Appropriation</b>		
<b>From:</b>	<b>To:</b>	
10011108-5201	10011108-5294	71.19
Human Resources/General Supplies	Human Resources/Food	

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

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

**17  
ADMINISTRATOR REPORTS**

**CA Davies, DCA Huston and Attorney Hochstettler** – Nothing to report.

**18  
COMMISSIONERS’ COMMITTEES REPORTS**

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**Commissioner Benton** – Will be attending the State of the School luncheon today. He will also be attending an Investment Committee meeting, a Ribbon Cutting at Sunbury

**Commissioner Merrell** – Nothing to report.

There being no further business, the meeting adjourned.

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Jeff Benton

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Barb Lewis

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Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners