

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

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

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

**1
RESOLUTION NO. 25-65**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 27, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 27, 2025; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

**2
PUBLIC COMMENT**

**3
RESOLUTION NO. 25-66**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0129 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0129:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0129, memo transfers in batch numbers MTAPR 0129 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|---------------------|--------------------|----------------|---------------|
| PO' Increase | | | |
| | | | |

| PR Number | Vendor Name | Line Description | Account | Amount |
|------------------|--------------------------------|---------------------------------|-----------------|---------------|
| R2501655 | OHIOHEALTH CORPORATION | DIETITIAN | 10011303 - 5301 | \$ 4,500.00 |
| R2501655 | OHIOHEALTH CORPORATION | NEW HIRE TESTING | 10011303 - 5301 | \$ 13,000.00 |
| R2501664 | OHIOHEALTH CORPORATION | EP EXERCISE PHYSIO | 10011303 - 5301 | \$ 38,496.00 |
| R2501677 | ORACLE ELEVATOR HOLDCO INC | SERVICE AGREEMENT ELEVATOR | 10011105 - 5325 | \$ 7,200.00 |
| R2501678 | GRANITE TELECOMMUNICATIONS LLC | PHONE SERVICE | 10011105 - 5330 | \$ 11,209.00 |
| R2501709 | DYNOTEC INC | INSTALLATION | 42311453 - 5410 | \$ 15,000.00 |
| R2501777 | MCCROMETER INC | REPAIR OF FLOW METER SENSORS | 66211900 - 5328 | \$ 10,175.00 |
| R2501780 | H M COMPANY INC | COMMERICAL WASHERS AND DRYERS 4 | 10011303 - 5260 | \$ 10,600.00 |
| R2501823 | AMERICAN ELECTRIC POWER | ELECTRIC SVCS | 10011303 - 5338 | \$ 20,000.00 |

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

**4
RESOLUTION NO. 25-67**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025

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

The Delaware County Commissioners' Office is requesting that Justin Nahvi attend the Ohio Public Finance Officers Annual Conference in Sandusky, Ohio, from June 2nd to June 6th, 2025; at the cost of \$1,569.00

The Delaware County Regional Sewer District is requesting that Nate Givens, Julie McGill, Ben Nowicki and David Setzer attend the NASTT No-Dig Show in Denver, CO, from March 30-April 3, 2025; at the cost of \$6,120.00.

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

5
RESOLUTION NO. 25-68

IN THE MATTER OF APPROVING AN EMPLOYER SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND OHIOHEALTH CORPORATION FOR EMPLOYMENT/PRE-EMPLOYMENT SERVICES AND WELLNESS / EMPLOYEE HEALTH PROGRAM SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services and Wellness / Employee Health Program Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Employment/Pre-Employment Services and Wellness / Employee Health Program Services, as follows:

Employer Solutions Agreement

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Solutions division ("Supplier") as described below:

Company: Delaware County EMS
Company Information

Contact Name: Rachael Cox
Title: Assistant Chief-Administration
Address: 10 Court St
City/State/Zip: Delaware, OH 43015
Phone: 740-833-2194
Email: RCox@co.delaware.oh.us
of Employees:
of Employees Estimated to Receive Service(s): 125

Billing Information Contact Name:

Anna Smith Title: Fiscal Coordinator
Address: 10 Court St
City/State/Zip: Delaware OH 43015
Phone: 740-833-2162
Email: asmith@co.delaware.oh.us

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

- X Schedule A: Employment/Pre Employment Services
- X Schedule C: Wellness/Employee Health Program Services

This Employer Solutions Agreement is subject to the attached Terms & Conditions to Employer Solutions Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Solutions Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Agreement effective from January 1, 2025 through June 30, 2025. Contracted services to be billed monthly in accordance with current practice.

Executed and delivered as of the date(s) shown below.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

Terms & Conditions to Employer Solutions Agreement

1. **Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
2. **Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
3. **Required Consent/Release Forms.** The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
4. **Fees, Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
5. **No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
6. **Term and Termination: Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
7. **Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall remain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
8. **Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
9. **Confidential and Proprietary Information.** Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include "public records," as that term is defined in section 149.43 of the Ohio Revised Code, or Records or Aggregate Reports information already in the public domain.
10. **Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
11. **Insurance** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
12. **Liability-** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Solutions, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: Dave Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

14. Books and Records. In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of our (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.

15. Miscellaneous. Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

16. Survival. The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

**SCHEDULE A
EMPLOYMENT/PRE-EMPLOYMENT SERVICES**

1. Summary

To provide occupational health services to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by Ohio Health Employer Solutions

Comprehensive Physical Examination - First Responders \$146.00 per exam

- Extensive medical history form completed by patient & reviewed by clinician
- Vitals; height/weight/BMI/waist circumference/blood pressure/pulse/temperature/vision/urinalysis dipstick (this is not a drug screen)
- Clinician will determine if the first responder is able to safely perform the Exercise Treadmill Test described below

Respirator Questionnaire: \$29.00 per ques.

- OSHA respirator medical evaluation questionnaire form completed by the patient & reviewed by a trained healthcare professional.
- Please bring the completed Questionnaire to your scheduled appointment at a WorkHealth clinic.
- If additional care is needed based on the questionnaire results, next steps will be determined while at the WorkHealth clinic.

| | |
|--|------------------|
| Pulmonary Function Test (PFT} | \$55.00 per test |
| Audiogram - OSHA interpretation not included | \$42.00 per test |
| Vision screening with color-blind | \$37.00 per test |
| Comprehensive Metabolic Panel | \$24.00 per test |
| Lipid Profile | \$45.00 per test |
| CBC w/Differential | \$30.00 per test |

QuantiFERON IGRA-TB Blood Test \$117.00 per test

- Specimen processed in-house by the OhioHealth Laboratory.
- Result reporting in 2 to 4 business days.
- Negative results forwarded to the employer contact immediately via the employer portal.
- For all non-negative test results OhioHealth will reach out directly to the patient prior to sending results to the employer portal.

TB Intradermal (Two-step) \$28.00 per injection

- If previous TB test was performed within the past 12 months, a one-step test is performed.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

- If previous TB test was performed >12 months ago, a two-step test is required resulting in a total charge of \$56.00.
- Clearance is not released until TB testing is completed, if required.

Prostate Specific Antigen-PSA (all males over 40 or family history) \$85.00 per test

Hepatitis B Vaccine \$113.00 per dose

Hepatitis B Titer \$70.00 per titer

2. Services to be Performed by Ohio Health Employer Solutions (continued)

TDaP: Tetanus, Diphtheria & Pertussis \$63.00 per vaccine

Chest X-Ray (2 view to include PA/Lateral) \$103.00 per test

Maximal Exercise Treadmill Test \$310.00 per test

- Includes EKG w/interpretation
- This level of testing is designed for individuals with no more than one cardiovascular risk factor, typically, the younger, healthier population
- Maximal Exercise Treadmill Tests are performed by a specially trained WorkHealth clinician. Blood pressure measurements are obtained during set intervals during testing
- If your employee is unable to maintain their scheduled appointment time, please call 1 business day prior to your scheduled appointment to avoid the no-show fee of \$310.00.

3. Location and Hours of Operation

Occupational health services provided at any WorkHealth Clinic location.

**Central Ohio WorkHealth Clinic hours are Monday- Friday 7:30am -4:00 pm (no walk-in services after 3:30 pm).

4. Records

Documentation/records generated in connection with the Employment Health Services are the property of Company. Such information is gathered by the employer for non-clinical purposes and will not constitute "protected health information" under HIPAA. Such information shall be provided to Company.

**SCHEDULE C
WELLNESS PROGRAM/EMPLOYEE HEALTH PROGRAM SERVICES**

1. Summary

To provide wellness programs or employee health program services ("Wellness Program Services") to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by Ohio Health Employer Solutions

Registered Dietitian Support \$9,000 annually (\$750 billed monthly)

10 hours per month to include:

- Monthly 2-page newsletter for medics (will include fitness articles, as available)
- One cooking demo/education session at one station per month (OH to provide food, see below for details)
- One-on-one consultations with medics with remainder of hours
- RD will utilize OhioHealth catering for food purchases for monthly cooking demos
- Food costs will be billed as used, not to exceed annual amount

3. Location and Hours of Operation

Services to be rendered onsite at DCEMS locations. Scheduled to be coordinated by OHES Exercise Physiologist and DCEMS Assistant Chief for Administration.

4. Records

Documentation/records generated by Employer Solutions in connection with the Wellness Program Services are the property of Employer Solutions and will constitute "protected health information" under HIPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.

5. Data Sharing

Data WILL be shared
X Data WILL NOT be shared

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

**6
RESOLUTION NO. 25-69**

IN THE MATTER OF APPROVING AN EMPLOYER SERVICES AGREEMENT BY AND

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND OHIOHEALTH CORPORATION FOR WELLNESS / EMPLOYEE HEALTH PROGRAM SERVICES:

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

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Wellness / Employee Health Program Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Services Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Wellness / Employee Health Program Services, as follows:

Employer Solutions Agreement

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of its Employer Solutions division ("Supplier") as described below:

Company: Delaware County EMS

Company Information

Contact Name: Rachael Cox

Title: Assistant Chief-Administration

Address: 10 Court St

City/State/Zip: Delaware, OH 43015

Phone: 740-833-2194

Email: RCox@co.delaware.oh.us

of Employees:

of Employees Estimated to Receive Service(s): 125

Billing Information Contact Name:

Anna Smith Title: Fiscal Coordinator

Address: 10 Court St

City/State/Zip: Delaware OH 43015

Phone: 740-833-2162

Email: asmith@co.delaware.oh.us

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

X Schedule C: Wellness/Employee Health Program Services

This Employer Solutions Agreement is subject to the attached Terms & Conditions to Employer Solutions Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Solutions Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Agreement effective from January 1, 2025 through June 30, 2025. Contracted services to be billed monthly in accordance with current practice.

Executed and delivered as of the date(s) shown below.

Terms & Conditions to Employer Solutions Agreement

1. **Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
2. **Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
3. **Required Consent/Release Forms.** The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
4. **Fees, Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
5. **No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

6. **Term and Termination: Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
7. **Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall remain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
8. **Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
9. **Confidential and Proprietary Information.** Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless I has obtained prior written consent for such disclosure. Confidential Information does not include "public records," as that term is defined in section 149.43 of the Ohio Revised Code, or Records or Aggregate Reports information already in the public domain.
10. **Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
11. **Insurance** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: \$1 million each event; \$3 million aggregate; (b) General Liability: \$1 million per occurrence; \$1 million aggregate; and (c) Workers' Compensation: Statutory coverage.
12. **Liability-** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Solutions, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: Dave Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.
14. **Books and Records.** In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.
15. **Miscellaneous.** Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership,

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

16. **Survival.** The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

**SCHEDULE C
WELLNESS PROGRAM/EMPLOYEE HEALTH PROGRAM SERVICES**

1. Summary

To provide wellness programs or employee health program services ("Wellness Program Services") to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.

2. Services to be Performed by OhioHealth Employer Solutions

On-site full-time (32 hours/week) fitness staffing -

Certified Exercise Physiologist \$77,000 annually (\$6,416 billed monthly)

- Designated EP shall lead a minimum of 20 weekly group fitness training sessions, as well as develop and implement annual physical ability screenings for all full-time and part-time medics.
- Designated EP will use any administrative (non-training) time to support the contract in the following ways:
 - o Conduct annual InBody assessments
 - o Participate in SIM Lab and go on runs, as needed
 - o Contribute articles to monthly newsletter, as able
 - o Other fitness support as deemed appropriate by DCEMS and OhioHealth
- Administrative time shall be completed onsite at a station, unless otherwise approved by both DCEMS and OhioHealth.
- In the event the designated EP takes time off, whether planned or unplanned, Supplier shall have a coverage process in place.
 - o EP staff shall give Supplier as much advance notice as possible of time-off.
- Prior to any time off, designated EP shall create a document detailing schedule, workouts, participants, and facility information (the "Coverage Document") that a substitute EP may use to provide services in the designated EP's absence.
- Supplier shall have a pool of contingent EPs who may provide coverage in the event the designated EP is unavailable.
 - o Certain of these contingent EPs shall be dedicated to specific site(s) for coverage.
- If designated EP staff is unable to provide more than 48 hours advance notice of necessary time off, Supplier shall make best efforts to get provide coverage for EP's absence. Parties acknowledge that Supplier may not be able to provide full EP coverage on such short notice.

3. Location and Hours of Operation

Services to be rendered onsite at DCEMS locations. Scheduled to be coordinated by OHES Exercise Physiologist and DCEMS Assistant Chief for Administration.

4. Records

Documentation/records generated by Employer Solutions in connection with the Wellness Program Services are the property of Employer Solutions and will constitute "protected health information"

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

under HIPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.

5. Data Sharing

Data WILL be shared

Data WILL NOT be shared

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

7

RESOLUTION NO. 25-70

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2026 TAXES:

It was moved by Mr. Merrell, seconded by Mrs. Lewis, to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

WHEREAS, the Delaware County Board of Commissioners (the "Board") owns and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District, and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, pursuant to Resolution No. 16-720, the Board has established that delinquent accounts will be certified after they are more than ninety days past due and the amount exceeds \$25.00; and

WHEREAS, staff has determined that there are delinquent accounts that meet this criteria, and

WHEREAS, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners certifies the delinquent accounts in the amount of \$197,908.66 to the County Auditor for the 2026 real property tax list and duplicate.

(Itemized listing of delinquent accounts available for review at the Commissioners' Office until no longer of administrative value).

**2026 Sewer Tax Assessments
To be certified by the Board of Commissioners on 1/30/2025**

Breakdown of Assessments by Treatment Plant:

| | |
|--------------------------------------|---------------------|
| 66211900-4108-11903 – OECC | \$64,329.67 |
| 66211900-4108-11904 – Alum Creek | \$111,717.68 |
| 66211900-4108-11905 – Lower Scioto | \$6,129.26 |
| 66211900-4108-11912 - Package Plants | \$15,732.05 |
| Total Assessments | \$197,908.66 |

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

Other Business

RESOLUTION NO. 25-71

IN THE MATTER OF APPROVING THE DELAWARE COUNTY BOARD OF COMMISSIONERS' LETTER OF SUPPORT FOR AN AMERICA SEMIQUINCENTENNIAL OHIO GRANT APPLICATION:

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

To: The Ohio Commission for the United States Semiquincentennial

From: The Delaware County Board of Commissioners

Date: January 30, 2025

Re: Letter of Support for Delaware County's America 250-Ohio Grant Application

We, the Delaware County Board of Commissioners, are writing to express our support for the grant application being made by Delaware County's America 250-Ohio committee.

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

It is our understanding that the purpose of the committee’s grant application is to recognize the gravesites of more than 100 Revolutionary War soldiers whose remains are buried in Delaware County. It is fitting that these individuals, whose courage and commitment more than 250 years ago, should be celebrated and memorialized for their contributions to this nation’s birth.

The project will fund 13-star flags to be placed at these gravesites and create a self-guided driving tour with printed materials that participants can use to visit the cemeteries where these Revolutionary War veterans are buried. Also funded will be exhibits for the Delaware County Historical Society and a video advertising America 250-Ohio events.

We believe this project will offer unique insights for our residents and visitors into Delaware County’s and Ohio’s connection to one of the most important eras of U.S. history, and we are pleased to support this grant application.

Barb Lewis
Delaware County Commissioner

Gary Merrell
Delaware County Commissioner

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

**8
ADMINISTRATOR REPORTS**

CA Davies – Nothing to report.

**9
COMMISSIONERS’ COMMITTEES REPORTS**

Commissioner Merrell– started serving as a OCCO Board Member and attended the first board meeting on 01/29/25. Mr. Merrell toured the Sutphin Fire Truck facility on 01/29/25.

Commissioner Lewis – read letter from Judge Hejmanowski concerning the Juvenile program. Mrs. Lewis wanted to thank Judge and Staff for all of their efforts and hard work.

**10
RESOLUTION NO. 25-72**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF THE PURCHASE OF PUBLIC PROPERTY FOR PUBLIC PURPOSE AND FOR PENDING OR IMMINENT LITIGATION:

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

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of the Purchase of Property for Public Purpose and for Pending or Imminent Litigation.

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

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2025**

11

RESOLUTION NO. 25-73

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners