

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 4, 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
Gary Merrell, Commissioner

1
RESOLUTION NO. 25-682

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 28, 2025:

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 August 28, 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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-683

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0903 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0903:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0903, memo transfers in batch numbers MTAPR 0903 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2500051) PNC	Facilities P-Card	10011105-5200	\$7,000.00
(P2500525) BEEMS	County Garage	10011106-5228	\$75,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2504175	GOVERNMENTJOBS COM INC	HR SOFTWARE	10011108 - 5320	\$ 8,200.00
R2504184	FISCAL OFFICER,ORANGE TOWNSHIP	2ND HALF 2025 TIF PAYMENT	44511441 - 5715	\$ 31,279.38
R2504193	HIGH DEV II LLC	2ND HALF TIF PAYMENT	44511441 - 5715	\$ 190,145.72
R2504197	G & G ENTERPRISES COMPLETE	FRANKLIN DITCH DRAINAGE IMPROVEMENT PROJECT	40311478 - 5301	\$ 185,974.25
R2504199	G & G ENTERPRISES COMPLETE	RIBOV #620 DITCH DRAINAGE IMPROVEMENT PROJECT	40311450 - 5301	\$ 149,495.45
R2504218	HACH CO	ALL WEATHER REFRIGERATED SAMPLER	66211900 - 5450	\$ 8,772.14

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

4
RESOLUTION NO. 25-684

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners’ Office is requesting that Jonathan Kabat attend the OEDA Annual Conference, in Akron, Ohio on October 15-17, 2025, at the cost of \$1,304.47.

The Commissioners’ Office is requesting that Jonathan Kabat attend the IEDC Annual Conference, in Detroit, MI on September 14-17, 2025, at the cost of \$2,518.00.

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

5
RESOLUTION NO. 25-685

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR
CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE INDIAN RUN
LATERAL #3 WATERSHED, FILED BY THE BERNIS FARMS, LLC:

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

WHEREAS, on June 20, 2025, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by the Bernis Farms, LLC, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
- 2. In Delaware County, Oxford Township, within the Indian Run Lateral #3 watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Monday October 13, 2025, at 1:30P.M., with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that December 8, 2025, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

6
RESOLUTION NO. 25-686

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR
CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE HOMESTEAD
LANE NORTH WATERSHED, FILED BY DAVID A. WOLF, AND OTHERS:

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

WHEREAS, on July 1, 2025, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by David A. Wolf, and others, to:

- 1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals, as requested, by this petition.
- 2. In Delaware County, Delaware Township, within the Homestead Lane North watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Monday October 13, 2025, at 2:00P.M., with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

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BE IT FURTHER RESOLVED that Monday December 15, 2025, at 10:00A.M., at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

7
RESOLUTION NO. 25-687

IN THE MATTER OF DECLARING THE MONTH OF SEPTEMBER 2025 AS SUICIDE PREVENTION MONTH IN DELAWARE COUNTY:

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

WHEREAS, suicide is a serious and preventable public health issue that affects individuals, families, and communities across the United States, including Delaware County, Ohio; and

WHEREAS, according to the Centers for Disease Control and Prevention, suicide is one of the leading causes of death nationwide, and thousands of Americans die by suicide each year; and

WHEREAS, awareness, education, access to resources, and community engagement are essential in reducing the stigma associated with mental illness and encouraging individuals in crisis to seek help; and Delaware County is committed to fostering a supportive environment where all residents feel valued, heard, and connected; and

WHEREAS, organizations, agencies, and individuals throughout Delaware County, including mental health professionals, educators, faith leaders, and community advocates, work tirelessly to provide services, support, and outreach aimed at suicide prevention; and Suicide Prevention Month provides an important opportunity to promote awareness, highlight resources, and encourage open conversations about mental health and well-being;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Delaware County, Ohio, hereby declare the month of September 2025 as Suicide Prevention Month in Delaware County and the Commissioners encourage all residents, schools, businesses, and community organizations to observe this month with appropriate activities and initiatives to promote mental health, raise awareness, and offer hope to those affected by suicide.

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

8
RESOLUTION NO. 25-688

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO REPRESENT THE BOARD AT, AND APPROVE AND EXECUTE ALL DOCUMENTS ASSOCIATED WITH, THE CLOSING OF THE STB3, LLC (LANUM); SHERMAN; AND STRATFORD ECOLOGICAL CENTER, INC. EASEMENTS, 2023 OHIO DEPARTMENT OF AGRICULTURE LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

WHEREAS, on April 13, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-296, authorizing participation in the Ohio Department of Agriculture Local Agricultural Easement Purchase Program (LAEPP) for the property owned by STB3 LLC (“Lanum”); Robert J. Sherman Trust (“Sherman”); and Stratford Ecological Center (“SEC”); and

WHEREAS, the Lanum, Sherman and SEC farms were approved for participation in the LAEPP, and all requirements have been met and documents prepared to proceed to closing;

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

Section 1. The Board hereby approves proceeding to closing for the Lanum, Sherman, and SEC agricultural easements, 2023 Ohio Department of Agriculture LAEPP.

Section 2. The Board hereby authorizes the County Administrator to represent the Board at the closing for the Lanum, Sherman, and SEC agricultural easements and to approve and execute all the documents associated therewith.

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

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

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9
RESOLUTION NO. 25-689

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

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

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 4th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, (“Commissioners”), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 (“Contractor”), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”) shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

AGREEMENT FOR TITLE SERVICES

This Agreement is made and entered into on this 4th day of September, 2025 by and between the Delaware County Board of Commissioners, 91 North Sandusky Street, Delaware, Ohio 43015, (“Commissioners”), and Title First Agency, Inc., 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 (“Contractor”), the Ohio Department of Agriculture, 8995 East Main Street, Reynoldsburg, Ohio 43068 (“ODA”) shall be considered a third party beneficiary of this agreement who hereby agree as follows:

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

- 1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.
- 1.2 The Commissioners enter into this Agreement in reliance upon Contractor’s representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- 1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The

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Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

- 1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II: SCOPE OF WORK

- 2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.
- 2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.
- 2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III: TIME OF PERFORMANCE.

- 3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before ____ TBD ____.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.
- 3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV: COMPENSATION.

- 4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.
- 4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.
- 4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.
- 4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.
- 4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.
- 4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.
- 4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

- 5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations

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described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

- 6.1 The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.
- 6.2 Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.
- 6.3 Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.
- 6.4 In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.
- 6.5 Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.
- 6.6 Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.

ARTICLE VII: RELATIONSHIP OF PARTIES

- 7.1 The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 7.2 While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder.
- 7.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 7.4 It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.

ARTICLE VIII: RECORD KEEPING

- 8.1 During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.

ARTICLE IX: RELATED AGREEMENTS

- 9.1 The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.
- 9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.

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- 9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
- 9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

- 10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

- 11.1 Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- 11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability.
- 11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

- 12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.
- 12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

- 13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.
- 13.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

- 14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint ventures while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- 14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.
- 14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

- 15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all

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applicable federal, state and local laws, rules, regulations and ordinances.

- 15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

- 16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

- 17.1 Contractor hereby certifies that neither Contractor nor any of Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

- 18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- 18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- 18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

- 19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision.
- | | |
|----|--|
| 1. | In case of the Commissioners to:
Delaware County Commissioners
91 N. Sandusky Street
Delaware, Ohio 43015 |
| 2. | In case of the Contractor, to:
Title First Agency, Inc.
999 Polaris Pkwy, Suite 101
Columbus, Ohio 43240 |

ARTICLE XX: HEADINGS

- 20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

- 21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

- 22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

- 23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

- 24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio, and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

- 25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

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If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

Exhibit A

SCOPE OF WORK

A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate, such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.
2. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at

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the closing out of the proceeds to be deducted from the ODA’s purchase funds as documented in the ODA approved settlement statement (HUD-1).

D. **Closing**

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre- approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.
5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
7. Secure an Owners Policy of title insurance for ODA.

Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: Robert J Sherman, Trustee

Property Location: Peerless and Moody Rd

County: Delaware

Township: Porter

Parcel Number(s):	Acres:
51610001005000	56.934
51610001005003	9.658
Total 66.592	

Title Search:	\$ 400.00
Title Insurance:	\$ 770.50 based on \$133,184 policy
Title Commitment:	\$ 50.00
Title Insurance Premium:	\$
Settlement Fee:	\$ 400.00
TOTAL:	\$

Plus additional Costs as needed:

Title Update and Recording:	\$ 100 + 375 recording estimate
Copy Costs:	\$ 2.00/page
Courier Fee:	\$ 100.00

Title Search Due Date: October 27th, 2025

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

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RESOLUTION NO. 25-690

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS CHAMPION LIFE HOUSE LLC; HOPE 4 2MORROW COUNSELING & TREATMENT CENTER LLC; THE NUTTER CENTER FOR EMPOWERING WOMEN; ENA, INC.; AND NORTHEAST OHIO ADOPTION SERVICES:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the contracts, first amendments, and second amendments with Champion Life House LLC, Hope 4 2morrow Counseling & Treatment Center LLC, The Nutter Center for Empowering Women, ENA Inc., and Northeast Ohio Adoption Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers Champion Life House LLC, Hope 4 2morrow Counseling & Treatment Center LLC, The Nutter Center for Empowering Women, ENA Inc., and Northeast Ohio Adoption Services:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Champion Life House LLC</u></p> <p><u>Address:</u> <u>230 South Hayden Avenue</u> <u>Riverside, Ohio 45431</u></p> <p><u>This Agreement in effect from</u> <u>07/30/2025 – 06/30/2026</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND CHAMPION LIFE HOUSE

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Champion Life House (“Provider”) (“First Amendment”) is entered into this September 4, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/30/2025 through 06/30/2026 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. **Article II.** This agreement shall have an initial service period of 07/30/2025 through 06/30/2026. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.
- Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the

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- Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Printed Name

Title

Date

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

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

Section 2 - Miscellaneous

A. Exhibits to Agreement.

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

E. Signatures.

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
CHAMPION LIFE HOUSE**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Champion Life House (“Provider”) (“Second Amendment”) is entered into this September 4, 2025. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/30/2025 through 06/30/2026 (“Agreement”); and,

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

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

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

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

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

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second

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Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>Hope 4 2morrow Counseling& Treatment Center LLC</u></p> <p><u>Address:</u> <u>2323 Lake Club Drive 204</u> <u>Columbus, Ohio 43232</u></p> <p><u>This Agreement in effect from</u> <u>08/01/2025 – 06/30/2026</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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**FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND OHIO MAS – HOPE 4 2MORROW COUNSELING & TREATMENT CENTER
LLC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and OhioMAS – Hope 4 2Morrow Counseling & Treatment Center LLC. (“Provider”) (“First Amendment”) is entered into this September 4, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 08/01/2025 through 06/30/2026 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II. This agreement shall have an initial service period of 08/01/2025 through 06/30/2026. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A. Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes

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shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

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

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

Signature	Date
Printed Name	
Title	

- K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
- Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - Exhibit IV – Rate Schedule. This is exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
- OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.
- Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.
- F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND OHIO MAS – HOPE 4 2MORROW COUNSELING & TREATMENT CENTER
LLC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and OhioMAS – Hope 4 2Morrow Counseling & Treatment Center LLC. (“Provider”) (“Second Amendment”) is entered into this September 4, 2025. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 08/01/2025 through 06/30/2026 (“Agreement”); and,

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

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

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

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

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

Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><u>Name:</u> <u>The Nutter Center for Empowering Women</u></p> <p><u>Address:</u> <u>1169 Bryden Road</u> <u>Columbus, Ohio 43205</u></p> <p><u>This Agreement in effect from</u> <u>08/01/2025 – 06/30/2026</u></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND OHIOMAS – THE NUTTER CENTER FOR EMPOWERING WOMEN

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and OhioMAS – The Nutter Center for Empowering Women (“Provider”) (“First Amendment”) is entered into this September 4, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 08/01/2025 through 06/30/2026 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 08/01/2025 through 06/30/2026. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the

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- Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Printed Name

Title

Date

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

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

Section 2 - Miscellaneous

A. Exhibits to Agreement.

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

E. Signatures.

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND OHIO MAS – THE NUTTER CENTER FOR EMPOWERING WOMEN**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and OhioMAS – The Nutter Center for Empowering Women (“Provider”) (“Second Amendment”) is entered into this September 4, 2025. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 08/01/2025 through 06/30/2026 (“Agreement”); and,

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

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

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

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

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

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Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: <u>ENA, Inc.</u>	A. Maintenance
Address: <u>Pedro, Ohio 45659</u>	B. Administration
	C. Case Management
	D. Transportation
	E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)
	F. Behavioral Healthcare
<u>This Agreement in effect from</u>	G. Other costs - (any other cost the Agency

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07/01/2025 – 06/30/2026	has agreed to participate in)
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FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND ENA, INC.

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and ENA, Inc. (“Provider”) (“First Amendment”) is entered into this September 4, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2025 through 06/30/2026. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (QRTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:

 - The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is

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Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

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

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

Signature	Date
Printed Name	
Title	

- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

- A. Exhibits to Agreement.**
- 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
- 1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
- 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

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

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

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Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 ("Agreement"); and,

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

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

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

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

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

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

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

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

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

First Amendment

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

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

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

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

"Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level

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that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

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

Section 2 – Supplemental Terms and Conditions

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: <u>Northeast Ohio Adoption Services</u> Address: <u>5000 E. Market Street 26</u> <u>Warren, Ohio 44484</u> This Agreement in effect from <u>07/01/2025 – 06/30/2026</u>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NORTHEAST OHIO ADOPTION SERVICES

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Northeast Ohio Adoption Services (“Provider”) (“First Amendment”) is entered into this September 4, 2025.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 (“Agreement”); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2025 through 06/30/2026. By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the

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- Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.A.** Residential facilities that accept children for placement are to comply with the requirements of Rule 5101: 2-9-42 Qualified Residential Treatment Program (Q RTP). Residential facilities must implement a trauma informed approach to maintain IV-E reimbursement.
- C. Article V.F.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists:
- The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.
- J. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Printed Name

Title

Date

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

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

Section 2 - Miscellaneous

A. Exhibits to Agreement.

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

E. Signatures.

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

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

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND NORTHEAST OHIO ADOPTION SERVICES**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Northeast Ohio Adoption Services (“Provider”) (“Second Amendment”) is entered into this September 4, 2025. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2025 through 06/30/2026 (“Agreement”); and,

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

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

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

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

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

Section 1 – Changes in Terms and Conditions

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

Agreement

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

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

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

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

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

First Amendment

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

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

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

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

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

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RESOLUTION NO. 25-691

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds

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From	To
10011110-5801	22511607-4601 \$412,500.00
Human Services/Interfund Cash Transfer	Children Services/Fund/Interfund Revenues

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

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RESOLUTION NO. 25-692

IN THE MATTER OF APPROVING A GRANT AGREEMENT BETWEEN THE OHIO
DEPARTMENT OF MEDICAID AND THE DELAWARE COUNTY FAMILY AND CHILDREN
FIRST COUNCIL:

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

WHEREAS, the Director of Delaware County Department of Jobs & Family Services (as administrative agent for Delaware County Family and Children First Council) recommends approving the grant agreement between the Ohio Department of Medicaid and the Delaware County Family and Children First Council;

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

Section 1. That the Board hereby approves the Grant Agreement between the Ohio Department of Medicaid and the Delaware County Family and Children First Council.

Section 2. That the Board hereby authorizes the County Administrator to execute the Grant Agreement between the Ohio Department of Medicaid and the Delaware County Family and Children First Council.

OHIO DEPARTMENT
OF MEDICAID GRANT
AGREEMENT

This Grant Agreement (Agreement) between the Ohio Department of Medicaid (ODM) and the County Family and Children First Council identified on the signature page of this Agreement, through the fiscal agent identified on the signature page of this Agreement (GRANTEE), is created pursuant to the Grant awarded by ODM to GRANTEE.; GRANTEE hereby accepts the Grant and agrees to comply with all the terms and conditions set forth in this Agreement.

ODM and GRANTEE are each a "Party," and collectively, the "Parties."

RECITALS

The Parties executed Grant agreements for State Fiscal Years 2020 and 2021 pursuant to Section 333.95 of Am. Sub. H.B. No. 166 of the 133ro General Assembly.

Appropriation item 651690, Multi-System Youth Custody Relinquishment, was used for services to prevent custody relinquishment of multi- system children and youth.

OhioRISE (Resilience through Integrated Systems and Excellence), is a specialized managed care program for youth with complex behavioral health and multisystem needs. In addition to the mental health and substance use disorder services currently covered by Ohio Medicaid, OhioRISE provides the following enhanced behavioral health services: Care Coordination, Improved Intensive Home-Based Treatment (IHBT), Psychiatric Residential Treatment Facilities (PRTF}, Behavioral Health Respite, Primary Flex Funds, and Mobile Response and Stabilization Services (MRSS).

ODM desires to extend the Multi System Youth project (MSY program) and grant agreements through State Fiscal Years 2026 and 2027, to continue to support youth and their families and prevent custody relinquishment of multi- system children and youth.

ARTICLE I. PURPOSE GRANT ACTIVITIES

A. ODM, in collaboration with the Department of Children and Youth, Office of Ohio Family and Children First (OFCF), ODM's third-party vendor for OhioRISE, and other participating state agencies, is offering technical assistance and financial assistance to children, youth, and families with complex and multi-system needs. The purpose of this Agreement is for the Parties to further the mission of preventing custody relinquishment of children and youth solely for the purpose of obtaining needed treatment and assisting local entities with obtaining services that support children and youth who have been relinquished and are transitioning back to community and/or non-custody settings.

GRANTEE, in collaboration with families and local entities, will have the opportunity to complete a funding and/or technical assistance application(s). GRANTEE will collect information to complete applications and/or screen an application from families and other local entities for completeness.

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GRANTEE will send completed applications to ODM for further consideration in accordance with provided guidance. ODM will forward all completed applications to a multi-system team composed of child/youth serving state agencies for vetting. Final funding authorization determinations will be made by ODM and are not subject to appeal.

ODM may provide technical assistance to the GRANTEE. ODM will provide funding to the GRANTEE for authorized applications. GRANTEE (or the appropriate local designee) will perform its responsibilities (Grant Activities) under this Agreement as follows:

1. Collaborate with ODM, OFCF, OhioRISE, and participating agencies, when appropriate, to collect and review submitted funding and/or technical assistance applications in accordance with guidance developed by ODM.
 2. Ensure each child/youth applicant is eligible and application is complete, including signed release form, prior to submission to ODM, in accordance with provided guidance.
 3. Ensure each child/youth applicant's eligibility for MSY funding by confirming all the following:
 - a. Children and youth served by the MSY program must either be at risk *for* custody relinquishment or have been recently relinquished for a short period of time (as identified by ODM) solely to access care.
- B. Children and youth served by the MSY program must have multi-system needs and be using creative multi-system supports. This must be shown by all of the following:
- i. The children and youth must be actively engaged in care coordination provided by a Family and Children First Council (FCFC) or by OhioRISE.
 - ii. FCFCs must show evidence of engaging community partners (county Public Children Services agency, ADAMH Board, County Board of Developmental Disabilities, OhioRISE CME, etc.) regarding services and funding for youth in their county. Local and/or regional systems are expected to actively support the child/youth and their caregiver(s) before, during, and after receipt of MSY program funding. FCFCs are prohibited from conditioning the provision of local services and funding on the youth receiving care coordination from an FCFC.
 - iii. Care teams must continue creative care planning, even when children and youth are receiving out-of-home care.
- C. Care funded by the MSY program must be clinically appropriate and provided in the least restrictive setting possible to support the child or youth's needs.
- i. In the case of an MSY application that is to fund out-of-home treatment (including residential treatment), the application must include a current Children's Initiative Child and Adolescent Needs and Strengths (CANS) assessment. The assessment included in the application should reflect the child/youth's current needs and strengths. To be considered current, the CANS assessment must be completed no more than 30 days prior to the date the MSY application is submitted.
- Documentation of clinical appropriateness for out-of-home treatment must include one of the following:
- a. A current CANS assessment that recommends out-of-home treatment. The application may also include additional documented clinical recommendations for out-of-home treatment from an appropriately licensed clinician.
 - b. A current CANS assessment that does not include recommendations for out-of-home treatment, plus:
 1. Documentation of a recommendation for out-of-home treatment from the team that is responsible for making decisions about and coordinating treatment for the child/youth, and
 2. Documented clinical recommendations for out-of-home treatment from an appropriately licensed clinician.
- D. Each child or youth served by the MSY program must be supported by one or more legal guardians

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- who are willing to actively participate in the child/youth's care planning and treatment.
- E. The funding is being sought to address acute needs and prevent immediate custody relinquishment.
- F. The funding is being sought to assist caregivers because local resources and other payment sources have been exhausted. The MSY program is the funder of last resort and can only be accessed when other local or state funds, health insurance, Medicaid service funding, annual post-adoption assistance funds, and other sources of funding are used first. MSY program funding cannot be used to supplant other funds. With an application for MSY funding, information related to service eligibility or determination of waiver level of care may be requested.
- 4. Inform each family interested in applying for MSY funds about OhioRISE, including providing the family with the following
 - a. An overview of OhioRISE, including the ability for general OhioRISE enrollees who are not on the OhioRISE waiver to choose the organization from which they receive their care coordination.
 - b. Because OhioRISE is a Medicaid managed care program, notification that some of the specialty Medicaid services provided through the OhioRISE program are not covered through Medicaid fee for service or regular Medicaid managed care, including Intensive Home-Based Treatment (IHBT), flex funds, behavioral health respite, and intensive/moderate care coordination.
 - c. Information about the benefits of, and processes to, apply for the OhioRISE waiver, including how the family can obtain an OhioRISE waiver CANS assessment from the appropriate local Care Management Entity (CME).
- 5. For families enrolled in Medicaid and interested in applying for MSY funds that are not already enrolled in OhioRISE: GRANTEE will offer all families enrolled in Medicaid the ability to obtain a CANS assessment from the FCFC or through a referral to another local CANS assessor.
 - a. If GRANTEE completes a CANS assessment to determine OhioRISE eligibility for a family, GRANTEE will submit the CANS assessment data into ODM's CANS IT system within one business day of completing the assessment.
 - b. If GRANTEE makes a referral to another local CANS assessor, the referral will be made within two business days of the family expressing interest in obtaining a CANS assessment. GRANTEE will follow-up with the family and/or referred assessor within three business days to verify the CANS has been scheduled and to obtain a copy of the assessment if needed to accompany the MSY funding application to apply for funding for out-of-home treatment.
- 6. For families interested in applying for MSY funds who do not have Medicaid coverage or are otherwise interested in being assessed for the OhioRISE waiver: GRANTEE will offer to refer and make a warm handoff to a local CME to conduct an OhioRISE waiver CANS assessment. If the family is interested in being assessed for the waiver, GRANTEE will make a referral and a warm handoff to the CME within two business days.
- 7. Disburse funds for resources and/or services to providers in accordance with grant and funding authorization terms. Allowable costs are identified on each application authorized for funding and GRANTEE must adhere to the authorization terms detailed on the funding determination (to include authorized funding period, authorized services, and authorized per diem totals).
- 8. Account for the grant funds disbursed for resources and/or services, in a format as developed by ODM, including submitting receipts or other proof of payment for expenditures to msvfinancial@medicaid.ohio.gov. All expenditures should be submitted within 45 days from the close of the application's funding period.
- 9. Submit continued funding requests at least 21 calendar days before current authorized funding expires. Untimely submissions can create gaps in funding that are not the responsibility of the MSY program.
- 10. Submit progress and outcome reports every 90 days, unless otherwise specified by ODM, and in accordance with guidance specifications in a format as developed by ODM.
- 11. Ensure that the parent/legal guardian understands that by signing the application, they will adhere to the terms of the application for assistance.
- 12. Ensure that no Medicaid-eligible members nor ODM are liable for any cost, payment, co-payment, cost-sharing, down payment, or similar charge, refundable or otherwise, for services performed as part of the MSY program.

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13. GRANTEE commits to inviting the local CME to participate in the System of Care for multi-system youth in their county and inviting a CME representative to attend local Family and Children First Council Meetings and, at minimum, monthly collaboration with local CME(s) to ensure effective system of care collaboration
- B. GRANTEE is prohibited from conditioning GRANTEE'S provision of local resources, funds or services to a child or youth on the child or youth receiving care coordination from an FCFC.
- C. The ODM Agreement Manager is Lindsey Miller or successor.
- D. The ODM Agreement Manager may periodically communicate specific requests and instructions to GRANTEE. Concerning the performance of activities described in this Agreement. GRANTEE agrees to comply with any requests or instructions to the satisfaction of ODM within ten days after GRANTEE's receipt of the requests or instructions. ODM and GRANTEE expressly understand that any requests or instructions will be strictly construed to ensure the successful completion of the Grant activities described in this Agreement, and are not intended to amend or alter this Agreement in any way. If GRANTEE believes that any requests or instructions would materially alter the terms and conditions of this Agreement or the compensation stated hereunder, GRANTEE will immediately notify ODM pursuant to the Notice provision of this Agreement. GRANTEE agrees to consult with the ODM Agreement Manager as necessary to ensure understanding of the Grant activities and the successful completion thereof.

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from July 1, 2025, or upon signature of the Director of ODM, whichever is later, through June 30, 2027, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both ODM and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

- A. ODM will provide GRANTEE with funds during State Fiscal Year 2026 and State Fiscal Year 2027 to provide services and/or resources for authorized applications. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the approved funding authorizations for GRANTEE. The grant funds shall not be used to pay separate administrative costs.
- B. Grant payments will be made to GRANTEE by ODM through the Ohio Administrative Knowledge System (OAKS) in the form of debit payments or check upon approval. GRANTEE shall account for the grant payments in a format developed by ODM, including submitting receipts or other proof of payment for expenditures.
- C. GRANTEE must conduct a funds reconciliation of the grant funds no later than 45 calendar days from the end of each approved authorization period unless a request to shift funds has been submitted and supported by ODM. GRANTEE will return any grant funds that exceed actual expenditures paid by GRANTEE as requested by ODM, including because (1) the funds were not spent by the authorized provider, (2) the funds were spent on an unallowable expense, or (3) the documentation does not comply with the reconciliation requirements described in this Section. ODM will instruct GRANTEE on the manner in which to return the unused funds.
- D. GRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to ODM. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODM for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODM or the State of Ohio.

ARTICLE IV. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement shall automatically terminate upon expiration of the time period in ARTICLE 11, or upon completion of performance, or once all of the compensation has been paid.
- B. Upon 30 calendar days' written notice to the other Party, either Party may terminate this Agreement.
- C. Notwithstanding the provisions of Section A and Section B, above, ODM may suspend or terminate this Agreement immediately upon delivery of a written notice to GRANTEE if:
 1. ODM loses funding as described in ARTICLE III;
 2. ODM discovers any illegal conduct by GRANTEE; or
 3. GRANTEE has violated any provision of ARTICLE X.
- D. GRANTEE, upon receiving notice of suspension or termination, will:

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1. Cease performance of the suspended or terminated Grant activities;
 2. Take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated Grant activities;
 3. Prepare and furnish a report to ODM, as of the date the notice of termination or suspension was received, that describes the status of all Grant activities and includes the results accomplished and the conclusions reached through Grant activities;
 4. Return all records in their native format relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Grant; and
 5. Perform any other tasks ODM requires.
- E. In the event of suspension or termination under this ARTICLE, ODM will, upon receipt of a proper invoice from GRANTEE, determine the amount of any unpaid Grant funds due to GRANTEE for Grant activities performed before GRANTEE received notice of termination or suspension. In order to determine the amount due to GRANTEE, ODM will base its calculations on the payment method described in ARTICLE III and any funds previously paid by or on behalf of ODM. ODM will not be liable for any further claims submitted by GRANTEE.
- F. Upon GRANTEE's breach or default of provisions, obligations, or duties embodied in this Agreement or any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, or other applicable rule, ODM reserves the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. Any waiver by ODM of an occurrence of breach or default is not a waiver of subsequent occurrences. If ODM or GRANTEE fails to perform any obligation under this Agreement and the other Party subsequently waives the failure, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive other failures that may occur. Waiver by ODM will not be effective unless it is in writing signed by the ODM Director.

ARTICLE V. NOTICES

- A. ODM and GRANTEE agree that communication regarding Grant activities, scope of work, invoice or billing questions, or other routine instructions will be between GRANTEE, the identified ODM Agreement Manager, appropriate MSY staff, and OhioRISE entities (when applicable).
- B. Notices to ODM from GRANTEE that concern changes to GRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE X, and/or any other formal notice regarding this Agreement will be sent to the ODM Chief Legal Counsel, 50 West Town Street, Columbus, Ohio 43215.
- C. Notices to GRANTEE from ODM concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to GRANTEE's representative at the address appearing on the signature page of this Agreement.
- D. All notices will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE VI. RECORDS, DOCUMENTS AND INFORMATION

GRANTEE agrees that all records, documents, writings, and other information created or used pursuant to this Agreement, will be treated according to the following terms, and that the terms will be included in any subgrant agreements executed for the performance of activities relative to this Agreement:

- A. GRANTEE agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of ODM. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODM will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way ODM deems appropriate. GRANTEE further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. GRANTEE understands that all materials and items produced under this Agreement will be made freely available to the public unless ODM determines that certain materials are confidential under federal or state law.
- B. All ODM information that is classified as public or private under Ohio law and ODM rules will be treated as such by GRANTEE. Should the nature of any information be in question, ODM will determine whether the information is public or private. GRANTEE will restrict the use of any information, systems, or records ODM provides to the specific Grant activities of this Agreement. GRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODM and the State of Ohio. GRANTEE agrees that the terms of this

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Section will be included in any contract or subgrant executed by GRANTEE for work under this Agreement.

- C. GRANTEE information that is proprietary and has been specifically identified by GRANTEE as proprietary will be held as confidential by ODM. Proprietary information is information that would put GRANTEE at a competitive disadvantage in GRANTEE's market place and trade if it were made public, and meets the definition of "trade secret" as defined in ORC section 1333.61. ODM reserves the right to require reasonable evidence supporting GRANTEE's assertion of the proprietary nature of any information marked as such. The provisions of this ARTICLE are not self-executing. GRANTEE must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.
- D. For audit purposes only, all records relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Agreement will be retained by GRANTEE and will be made available for audit by state and federal government entities that include, but are not limited to, ODM, the Ohio Auditor of State, the Ohio Inspector General, and all duly authorized law enforcement officials. The records and materials will be retained and made available for a minimum of three years after GRANTEE receives the last payment pursuant to this Agreement. If an audit or similar action is initiated during this time period, GRANTEE will retain the records until the action is concluded and all issues are resolved, or until the end of the three-year period if the action is resolved prior to the end of the three-year period, unless otherwise directed below in Section E. If applicable, GRANTEE must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular, Title 2 CFR Part 200, Subparts D and F of the Code of Regulations (CFR). GRANTEE acknowledges, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records.
- E. All records relating to cost, work performed, supporting documentation for applications submitted to ODM, and copies of all materials produced under or pertaining to this Grant will be retained by GRANTEE in accordance with the appropriate records retention schedule. The appropriate records retention schedule for this Grant is 5 years.
- F. GRANTEE agrees to retain all records in accordance with any litigation holds that are provided to them by ODM and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require GRANTEE to keep the records longer than the approved records retention schedule. GRANTEE will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule.
- G. GRANTEE hereby agrees to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at 45 CFR 164.502(e) and 164.504(e) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANTEE further agrees to include the terms of this Section in any subgrant agreements that may be executed pursuant to this Agreement.

ARTICLE VII. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and GRANTEE with respect to all matters herein. Only a writing signed by both Parties may amend this Agreement. However, ODM and GRANTEE agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. GRANTEE agrees not to assign any interest in this Agreement nor transfer any interest in the Grant without the prior written approval of ODM. GRANTEE will submit any requests for approval of assignments and transfers to the ODM Agreement Manager at least ten days prior to the desired effective date. GRANTEE understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Grant amount specified in ARTICLE III of this Agreement.

ARTICLE VIII. CONFIDENTIALITY OF INFORMATION

- A. GRANTEE agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. GRANTEE specifically agrees to comply with state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:
 1. United States Code, 42 USC 1320d through 1320d-8 (HIPAA);
 2. Code of Federal Regulations, 42 CFR Part 2, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502(e), 164.504(e), and 162.100;
 3. Ohio Revised Code, ORC 173.20, 173.22, 1333.61, 2305.24, 2305.251, 2305.252, 3701.243, 3701.028, 4123.27, 5101.26, 5101.27, 5160.39, 5160.45, 5168.13, and 5165.88; and
 4. Corresponding Ohio Administrative Code rules.

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- B. GRANTEE agrees that any data created, received, maintained or transmitted on behalf of ODM by GRANTEE shall be returned to ODM not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by GRANTEE, unless as may be otherwise provided for in this Agreement or by law.
- C. GRANTEE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper and/or electronic protected personal data and health information that it creates, receives, maintains, or transmits on behalf of ODM against use or disclosure not provided for by this Agreement.
- D. GRANTEE agrees that access to the records and data provided by ODM for purposes of this Agreement will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. GRANTEE agrees to provide the ODM Agreement Manager with a complete listing of any and all such persons who shall have access to the above referenced records and/or data.
- E. GRANTEE agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access from unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. GRANTEE expressly agrees that no records will be accessed, tested, maintained, backed up or stored outside of the United States.
- F. GRANTEE shall ensure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with GRANTEE incorporating these assurances.
- G. GRANTEE agrees that any information provided under this Agreement that is proprietary shall be held to be strictly confidential by GRANTEE.
- H. GRANTEE shall not share or otherwise disclose any of the above-referenced information to any third party without the express written authorization of the Director of ODM. If there is an incident of unauthorized disclosure of information, ODM must be notified in an acceptable timeframe to support regulatory requirements for breach notifications.
- I. GRANTEE shall permit onsite inspection by the State of Ohio (including but not limited to ODM, the Auditor of the State of Ohio, the Inspector General of Ohio, the Ohio Attorney General, or any duly authorized law enforcement officials) and by agencies of the United States government.
- J. ODM will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS- SEC- 01, Data Encryption and Cryptography; and NIST Special Publication 800-53. GRANTEE shall prepare, store, and transmit all sensitive data relating to the state of Ohio in accordance with Ohio IT Standard ITS- SEC-01, Data Encryption and Cryptography; State of Ohio Administrative Policy IT-14, Data Encryption and Securing Sensitive Data; and NIST Special Publication 800-53.
- K. GRANTEE shall comply with Ohio Administrative Policy IT-04, Use of Internet, E-mail and Other IT Resources, as well as any associated agency policies prior to gaining access to statewide and ODM IT resources
- L. The express terms and conditions of this Article shall be included in all subcontracts executed by GRANTEE for any and all work under this Agreement.

ARTICLE IX. BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

- A. The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.
 - 1. **General Definitions.** 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, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
 - 2. **Specific Definitions.**
 - a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.

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- b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.
 - d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information" under 45 CFR 160.103.
 - e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.
- B. GRANTEE acknowledges that ODM is a Covered Entity under HIPAA. GRANTEE further acknowledges that it is a Business Associate of ODM, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:
- 1. **Permitted Uses and Disclosures.** GRANTEE will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
 - 2. **Safeguards.** GRANTEE will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
 - 3. **Reporting of Disclosures.** GRANTEE agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident GRANTEE has knowledge of or reasonably should have knowledge of under the circumstances.
- Further, GRANTEE shall report to ODM the following:
- a. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
 - b. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- As soon as is practical following discovery of a reportable security incident, GRANTEE shall notify ODM of the existence and nature of the incident as understood at that time. GRANTEE shall immediately investigate the incident and within 24 hours of discovery shall provide ODM, in writing, a report describing the status and any results of GRANTEE's investigation.
- Reporting and other communications made to ODM under this Section must be made to ODM's HIPAA privacy officer and Office of Legal Counsel at: Privacy0ffice@medicaid.ohio.gov and Mcdleqal@medicaid.ohio.gov
- 4. **Mitigation Procedures.** GRANTEE agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. GRANTEE will report all of its mitigation activity to ODM and shall preserve all relevant records and evidence.
 - 5. **Incidental Costs.** GRANTEE shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which GRANTEE has knowledge which are directly caused by the use or disclosure of protected health information by GRANTEE in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.

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6. **Agents and Subcontractors.** GRANTEE, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of GRANTEE and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to GRANTEE with respect to the use or disclosure of PHI.
7. **Accessibility of Information.** GRANTEE will make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
8. **Amendment of Information.** GRANTEE shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the event that GRANTEE receives a request for amendment directly from the individual, agent, or subcontractor, GRANTEE will notify ODM prior to making any such amendment(s.) GRANTEE's authority to amend information is explicitly limited to information created by GRANTEE.
9. **Accounting for Disclosure.** GRANTEE shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.
10. **Obligations of Department.** When GRANTEE is to carry out an obligation of ODM under Subpart E of 45 CFR 164, GRANTEE agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
11. **Access to Books and Records.** GRANTEE shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HfPAA Rules.
12. **Material Breach.** In the event of material breach of GRANTEE's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE IV, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
13. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, GRANTEE will return to ODM or destroy all PHI in GRANTEE's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If GRANTEE, its agent(s), or subcontractor(s) destroy any PHI, then GRANTEE will provide to ODM documentation evidencing such destruction. Any PHI retained by GRANTEE will continue to be extended the same protections set forth in this Section, HIPAA regulations and. this Agreement for as long as it is maintained.
14. **Survival.** These provisions shall survive the termination of this Agreement.

**ARTICLE X. GRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL
CONDITIONS**

By accepting this Grant and by executing this Agreement, GRANTEE hereby affirms current and continued compliance with each condition listed in this ARTICLE. GRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODM relied in entering into this Agreement.

- A. If at any time, GRANTEE is not in compliance with the conditions affirmed in this Section, ODM will consider this Agreement to be *void ab initio* and will deliver written notice to GRANTEE. Any funds the State of Ohio paid GRANTEE for work performed before GRANTEE received notice that the Agreement is *void ab initio* will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
 1. **Debarment Requirements.** GRANTEE affirms that neither GRANTEE nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. GRANTEE also affirms that within three years preceding this

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Agreement neither GRANTEE nor any of its principals:

- a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.
 2. **Qualifications to Conduct Business.** GRANTEE affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period GRANTEE, for any reason, becomes disqualified from conducting business in the State of Ohio, GRANTEE will immediately notify ODM in writing and will immediately cease performance of all Grant activities.
 3. **Unfair Labor Practices.** GRANTEE affirms that neither GRANTEE nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify GRANTEE as having more than one unfair labor practice contempt of court finding.
 4. **Finding for Recovery.** GRANTEE affirms that neither GRANTEE nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time GRANTEE is not in compliance with the conditions affirmed in this Section, ODM may immediately suspend or terminate this Agreement and will deliver written notice to GRANTEE. GRANTEE will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time GRANTEE was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when GRANTEE was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against GRANTEE.
1. **Fair Labor Standards and Employment Practices.** GRANTEE certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 2. **Civil Rights Laws.**
 - a. GRANTEE, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all federal civil rights laws including:
 - i. Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352);
 - ii. Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.)
 - iii. The Americans with Disabilities Act of 1990 (42 USC 12101, et seq.) and Section 504 of the Rehabilitation Act of 1973; and
 - iv. The Age Discrimination Act of 1975 (42 USC 6101, et seq.)
 - b. In carrying out this Agreement, GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. GRANTEE agrees that it will not participate in, condone or tolerate any form of sexual harassment against any employee, subcontractor, or other person or entity with which it is associated in performance of this Agreement, which is considered a form of sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, the Ohio Revised Code 4112.02, Ohio Administrative Code 123:1-49, the Anti-Discrimination Policy in State Government Executive Order 2019-05D, or state agency policy.
 - d. GRANTEE agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - e. GRANTEE will incorporate the foregoing requirements of this Paragraph in all

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of its subgrants or subcontracts for any of the work prescribed herein.

3. **Ethics and Conflicts of Interests Laws.**

- a. GRANTEE certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. GRANTEE further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- b. GRANTEE certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. GRANTEE agrees to refrain from promising or giving to any ODM employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. GRANTEE further agrees that it will not solicit any ODM employee to violate ORC 102.03, 2921.42, or 2921.43.
- d. GRANTEE agrees that GRANTEE, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of GRANTEE's functions and responsibilities under this Agreement. If GRANTEE, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, GRANTEE agrees it will immediately disclose the interest in writing to the ODM Chief Legal Counsel at 50 West Town Street, Columbus, Ohio 43215-3414. GRANTEE further agrees that the person with the conflicting interest will not participate in any Grant activities until ODM determines that participation would not be contrary to public interest.

4. **Lobbying Restrictions.**

- a. GRANTEE affirms that no federal funds paid to GRANTEE by ODM through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. GRANTEE further affirms compliance with all federal lobbying restrictions, including 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), GRANTEE affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations.
- b. GRANTEE certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
- c. GRANTEE, if a recipient of a federal award in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00), certifies compliance with the Byrd Anti-Lobbying Amendment, which at a minimum, attests GRANTEE will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC Chapter 1352.

5. **Child Support Enforcement.** GRANTEE agrees to cooperate with ODM and any child support enforcement agency in ensuring that GRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

6. **Pro-Child Act.** If any Grant activities call for services to minors, GRANTEE agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C - Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

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7. **Drug-Free Workplace.** GRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. GRANTEE will make a good faith effort to ensure that none of GRANTEE's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
8. **Work Programs.** GRANTEE agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.
9. **MBE/EDGE.** Pursuant to the Governor's Executive Order 2008-13S, GRANTEE agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Likewise, GRANTEE agrees to require any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors whenever possible.
10. **Expenditure of Public Funds for Offshore Services - Executive Order Requirements.**
 - a. GRANTEE certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.
 - b. Prior to performing any services, and when there is a change in the location of any Services provided under this Agreement, GRANTEE must disclose:
 - i. The location(s) where all services will be performed by GRANTEE or any subcontractor
 - ii. The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and
 - iii. The principal location of business for GRANTEE and all subcontractors.
 - c. GRANTEE also affirms, understands, and agrees to immediately notify ODM of any change or shift in the location(s) of services performed by GRANTEE or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.
 - d. **Termination/Sanction, Damages:** ODM is not obligated and shall not pay for any services provided under this Agreement that GRANTEE or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and GRANTEE shall immediately return to ODM all funds paid for those services. In addition, if GRANTEE or any of its subcontractors perform any such services outside of the United States, ODM may, at any time after the breach, terminate this Agreement for such breach, upon written notice to GRANTEE. If ODM terminates the Agreement, ODM may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services.
11. **Civil Rights Assurance.** GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.) and the Age Discrimination Act of 1975 (42 USC 6101, et seq.).
12. **Certification of Compliance.** GRANTEE certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. **Independent Contractor.** GRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and GRANTEE. GRANTEE further agrees that as an independent contractor, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. GRANTEE agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.

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- B. **Limitation of Liability.** Each Party agrees to be responsible for any of its own negligent acts or omissions or those of its agent, employees, or subcontractors. Each Party further agrees to be responsible for its own defense and any judgments and costs that may arise from such negligent acts or omissions. Nothing in this Agreement will impute or transfer any such liability or responsibility from one Party to the other. To the maximum extent permitted by law, the Parties' liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to GRANTEE under ARTICLE III or the actual amount of direct damages incurred by any party, whichever is less. In no event will either Party be liable for any indirect or consequential damages, including loss of profits, even if a Party knew or should have known of the possibility of such damages.
- C. **Infringement of Patent or Copyright.** To the extent permitted by law, if any of the materials, reports, or studies provided by GRANTEE are found to be infringing items and the use or publication thereof is enjoined, GRANTEE agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of GRANTEE under this Section survive the termination of this Agreement, without limitation.
- D. **Liens.** GRANTEE will not permit any lien or claim to be filed or prosecuted against ODM or the State of Ohio because of any labor, services, or materials furnished. If GRANTEE fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to GRANTEE in connection with this Agreement, ODM or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to GRANTEE under this Agreement.
- E. **Delay.** Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying Party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE V. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying Party has taken commercially reasonable steps to mitigate or avoid the delay. Items that are controllable by GRANTEE's subcontractor(s) will be considered controllable by GRANTEE, except for third- party manufacturers supplying commercial items and over whom GRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODM in its discretion.
- F. **Counterpart.** This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

ARTICLE XII.
CONSTRUCTION

This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

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

13
RESOLUTION NO. 25-693

IN THE MATTER OF APPROVING A RENEWED MEMORANDUM OF UNDERSTANDING
BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD
AND THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, SERVICE
COORDINATOR POSITION - OLENTANGY LOCAL SCHOOL DISTRICT FY2026:

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

WHEREAS, the Director of Delaware County Department of Jobs & Family Services (as administrative agent for Delaware County Family and Children First Council) recommends the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family and Children First Council, Service Coordinator Position - Olentangy Local School District FY2026;

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

Section 1. That the Board hereby approves the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family

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and Children First Council Service Coordinator Position - Olentangy Local School District FY2026.

Section 2. That the Board hereby authorizes the County Administrator to execute the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family and Children First Council Service Coordinator Position - Olentangy Local School District FY2026, on behalf of the Board.

RENEWED MEMORANDUM OF UNDERSTANDING BETWEEN
THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND
THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE
COORDINATOR POSITION - OLENTANGY LOCAL SCHOOL DISTRICT FY2026

The Delaware-Morrow Mental Health & Recovery Services Board (“Board”) and the Delaware County Family and Children First Council (“Council”), together with Council’s administrative agent, Delaware County Department of Jobs & Family Services (“JFS”), enter into this Renewed Memorandum of Understanding (“MOU”) on the 1st day of July 2025 (the “Effective Date”) (individually, “Party” and collectively, “Parties”).

Recitals

WHEREAS, the Parties have previously entered into several Memoranda of Understanding (the “Prior MOUs”) setting forth the allocation of funding and mutual obligations of the Parties with respect to Board’s annual grant to Council for funding service coordination costs; and,

WHEREAS, through the Prior MOUs, Board provided funding to the Council to sponsor the hiring of a Service Coordinator position within the Olentangy Local School District (“Service Coordinator”); and,

WHEREAS, this position serves to assist in making mental health referrals to treatment providers, provide service coordination within the community, network with community agencies and providers, and assist clients in the delivery of services where needed; and,

WHEREAS, the Parties desire to continue and build upon the successful arrangement initiated by the Prior MOUs, and to replace and update said Prior MOUs through this renewed MOU for funding the Service Coordinator position in FY2026, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties agree as follows:

NOW THEREFORE, the Parties agree:

1. **Obligations of Council**
 - a) Council agrees to continue to facilitate the hiring of a qualified individual to serve in the position of *Service Coordinator* within the Olentangy Local School District. The Coordinator will perform the duties and responsibilities now in effect or as may be modified by the Council and/or School District. Council agrees to consult with Board before making any material modification to the Service Coordinator's job description so long as the position is funded by Board.
 - b) In collaboration with the School District, Council is solely responsible for the selection, hiring, compensation, discipline, and oversight of the individual hired to fill the Service Coordinator position. Board shall have no responsibility for the direct delivery of services to be provided by Council or the Service Coordinator.
2. **Board's Grant**
 - a) In consideration of the services to be provided by the Service Coordinator, Board agrees to continue funding the full-time Coordinator position in an amount not to exceed **\$133,000**. The grant will be utilized by Council for the professional and administrative costs incurred in retaining an employee to serve as Service Coordinator within the Olentangy School District during the term of this MOU. The grant will be paid in one payment. The budget and grant amount is based upon full-time employment for the Coordinator position as set forth in Exhibit 1. Council will advise Board of any continuing vacancy in the Service Coordinator position that occurs during this MOU, which may subject Board's grant to Council to corresponding reduction or termination.
 - b) Board's grant is funded, at least in part, through grant funding received from other governmental entities. If this funding is not received by Board, in whole or in part, Board's grant to Council is subject to corresponding reduction or termination. Board will advise Council should it receive notice that the grant funds may not be available in whole or in part.
3. **Memorandum Term**

The term of this MOU shall become effective on July 1, 2025 and continue for the remainder of Board's Fiscal Year 2026, terminating on June 30, 2026. This MOU may be renewed upon the mutual, written agreement of the Parties.
4. **Information and Audits**
 - a) Council agrees to provide such reports and data to Board as it may request to document; number of individuals served, nature of services rendered, extent of Linkages of individuals served

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to community providers and such other information and reports as Board may request to demonstrate accomplishment of the goals and objectives of the collaboration between the Parties. Council further agrees to provide any information to Board as required for Board to demonstrate compliance with the conditions of any related grant funding.

b) Both Parties shall retain all documentation and public records under the laws of the State of Ohio related to the provision of funding under this MOU and provide such documentation to the other Party upon request for the requesting party to fulfill its administrative and legal requirements.

5. **Relationship of the Parties.**

The Parties are autonomous and neither Party is an agent, representative, employee, or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. **Compliance with Legal Requirements.**

The Parties agree to perform their respective obligations under this MOU under all federal, state and local laws and requirements. The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

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

14
RESOLUTION NO. 25-694

IN THE MATTER OF APPROVING A RENEWED MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL, POOLED FUNDING - FY2026:

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

WHEREAS, the Director of Delaware County Department of Jobs & Family Services (as administrative agent for Delaware County Family and Children First Council) recommends the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family and Children First Council Pooled Funding - FY2026;

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

Section 1. That the Board hereby approves the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family and Children First Council Pooled Funding - FY2026.

Section 2. That the Board hereby authorizes the County Administrator to execute the Renewed Memorandum of Understanding between the Delaware-Morrow Mental Health & Recovery Services Board and the Delaware County Family and Children First Council Pooled Funding - FY2026, on behalf of the Board.

**RENEWED MEMORANDUM OF UNDERSTANDING BETWEEN
THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE
DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL POOLED FUNDING -
FY2026**

The Delaware-Morrow Mental Health & Recovery Services Board ("Board") and the Delaware County Family and Children First Council ("Council"), together with Council's administrative agent, Delaware County Department of Jobs & Family Services ("JFS"), enter into this Renewed Memorandum of Understanding ("MOU") on the 1st day of July 2025 (the "Effective Date") (individually, "Party" and collectively, "Parties").

RECITALS

WHEREAS, the Parties have previously entered into several Memoranda of Understanding (the "Prior MOUs") setting forth the allocation of funding and mutual obligations of the Parties with respect to Board's annual grant to Council for funding service coordination costs; and,

WHEREAS, historically, Board would fund annual allocations to Council through written agreements similar to the Prior MOUs, and thereafter separately execute numerous agreements to Council throughout the year to fund mental health residential services for youths on a case-by-case basis; and,

WHEREAS, following execution of the Prior MOUs, the Parties have discussed and come to agreement on a revised shared funding system whereby Board, JFS, and other public agencies in the service area will contribute to a shared funding pool to be accessed by Council; and,

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WHEREAS, this shared funding system will allow Council, with oversight and tracking by JFS of all funding provided, to access an established pool of pre-approved funding for residential agreement costs, service coordination costs, and limited administrative costs; and,

WHEREAS, specific to the shared funding contribution provided by Board, JFS will then track expenses and draw down from those funds related to mental health cases, rather than the Parties executing dozens or more separate contracts throughout the year; and,

WHEREAS, the Parties desire to continue and build upon the successful arrangement initiated by the Prior MOUs, and to replace and update said Prior MOUs through this renewed MOU, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants stated herein, the Parties agree as follows:

1. Supersedes and Replaces Prior MOUs

As of the Effective Date, the Parties hereby agree that this MOU shall supersede and replace the Prior MOUs and all other prior agreements and understandings, oral or written, among the Parties regarding the grant of Council funding covered hereby.

2. Allocation of Shared Funds Provided by Board

In accordance with authority under R.C. 121.37, Board makes an allocation of funds to the shared funding pool for Council in the amount of Eighty Thousand Dollars (\$80,000.00) to be utilized in accordance with the FY2026 funding proposal attached hereto as Exhibit 1 and incorporated herein. The funding is placed in FCFC pooled funding which is utilized on client services and administrative costs that are not covered by other funding sources. The funding will roll over to the following year until it is fully spent down. This allocation of funds shall be paid by Board to the shared funding pool within 30 days of the Effective Date. Thereafter, JFS shall continuously track and monitor these expenses as related to mental health cases, drawing down from this allocation of funds as needed by Council. JFS tracking mechanisms will be utilized to update Board regularly on the use and remaining balance of such funds, ensuring that Board dollars are specifically and exclusively utilized for mental health cases and needs. This allocation of funds is conditioned upon Board having sufficient funds to provide said allocation.

3. Obligations of the Parties

It is agreed that the grant shall be utilized by Council exclusively for the purposes and cost categories set forth herein, including funding the position of a full-time coordinator for the organization, to facilitate the implementation of programs/services and/or the continuation of programs/services for which Council is a provider or a participant, and for limited, reasonable administrative expenses incurred by Council in the conduct of Council business.

4. Memorandum of Term

The term of this MOU shall become effective on July 1, 2025 and continue for the remainder of Board's Fiscal Year 2026, terminating on June 30, 2026. This MOU may be renewed upon the mutual, written agreement of the Parties.

5. Records and Reporting

The Parties agree that each shall maintain their respective public records concerning the services provided under this MOU, pursuant to the laws of the State of Ohio pertaining to public records. Council further agrees to provide such reports and data to the Board as it may request to document Council's use of the grant for the purposes set forth in paragraphs 2 and 3 above.

6. Entire Agreement

This MOU shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This MOU shall not be assigned.

7. Governing Law and Disputes

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this MOU. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any legal disputes arising from this MOU may only be filed in and heard before the courts of Delaware County, Ohio.

8. Headings

The subject headings of the Sections and Subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This MOU shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

9. Waivers

No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU 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

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waiver expressly states an intention to waive another specific term or provision or future breach.

10. Severability

The invalidity of any portion of this MOU shall not invalidate the remainder, and the remainder shall continue in full force and effect.

11. Liability and Insurance

Each Party agrees to be responsible for the negligent acts and omissions of itself and its respective officers, employees, agents, and volunteers arising out of or in connection with this MOU. Each Party shall carry sufficient insurance for the life of this MOU as will protect it against any and all claims that may arise out of the performance of this MOU.

12. Signatures

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

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

15
RESOLUTION NO. 25-695

IN THE MATTER OF APPROVING A GRANT AGREEMENT DCY-G-2627-0335 BETWEEN THE OHIO DEPARTMENT OF CHILDREN AND YOUTH AND THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR OHIO FAMILY AND CHILDREN FIRST:

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

WHEREAS, the Director of Delaware County Department of Jobs & Family Services (as administrative agent for Delaware County Family and Children First Council) recommends approving the grant agreement DCY-G-2627-0335 between the Ohio Department of Children and Youth and the Delaware County Department of Job and Family Services for Ohio Family and Children First;

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

Section 1. That the Board hereby approves the Grant Agreement DCY-G-2627-0335 between the Ohio Department of Children and Youth and the Delaware County Department of Job and Family Services for Ohio Family and Children First.

Section 2. That the Board hereby authorizes the County Administrator to execute the Grant Agreement DCY-G-2627-0335 between the Ohio Department of Children and Youth and the Delaware County Department of Job and Family Services for Ohio Family and Children First

(Copy available for review at the Commissioners' Office and the Department of Job and Famil Services until no longer of administrative value.)

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

16
RESOLUTION NO. 25-696

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH PUBLIC CONSULTING GROUP LLC:

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

WHEREAS, the Director of Emergency Medical Services recommends approval of an agreement between the Delaware County Board of Commissioners and Public Consulting Group LLC;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approves the following agreement with Public Consulting Group LLC:

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") as of September 4, 2025 ("Effective Date").

WHEREAS, The Centers for Medicare & 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

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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 June 30, 2029, unless this Agreement is terminated earlier pursuant to Section 4. The parties may agree in writing to extend the term with a maximum of two three-year renewal terms. 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.

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 to the other party 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 prior to the completion or submission of a cost report, PCG shall invoice, and CLIENT shall compensate PCG, at an hourly rate of \$300 for the time PCG expended in preparing such cost report. 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 provisions, including those in Attachment B, shall survive termination of the Agreement, and CLIENT shall timely compensate PCG pursuant to those provisions.

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:
Attn: Legal
Public Consulting Group LLC 148 State Street, 10th Floor Boston, MA 02109 dhartnagel@pcgus.com

6. Relationship of the Parties

For CLIENT:
Jeff Fishel Director

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Delaware County EMS 10 Court Street
Delaware, OH 43015
740-833-2193
JFishel@co.delaware.oh.us

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.

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. The parties acknowledge that the following is subject and subservient to any applicable public records law.

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

d. 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

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Receiving Party.

- b. 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.
 - c. 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 Proprietary or 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 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 request;
 - 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.
- l. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the

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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.

- m. 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.
- n. Other than as set forth 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.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. 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.

15. 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.

16. 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 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.

17. Amendment. This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. 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.

19. 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.

20. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE

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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 THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. EACH PARTY AGREES THAT THEY SHALL NOT AT ANY TIME MAKE DISPARAGING STATEMENTS OR INDUCE OTHERS TO MAKE DISPARAGING STATEMENTS, IN ANY FORM, ABOUT THE OTHER PARTY OR ANY OF ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, PRODUCTS OR SERVICES.
- d. 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.
- e. 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.
- f. 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.

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

17
RESOLUTION NO. 25-697

IN THE MATTER OF CONFIRMING THE LEVYING AND CERTIFICATION OF THE SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS TO HOME ROAD AND GREEN MEADOWS DRIVE, BOTH LOCATED EAST OF U.S. ROUTE 23 IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on September 9, 2024, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 24-735, levying the special assessments for the construction of improvements to Home Road and Green Meadows Drive, both located east of U.S. Route 23 in Orange Township, Delaware County, Ohio; and

WHEREAS, pursuant to Section 2 of Resolution No. 24-735, the special assessments shall be placed upon the tax duplicate no later than the second Monday of September next following the date on which a certificate of occupancy is granted for the structure, to be collected as taxes are collected, commencing in the next succeeding calendar year and continuing for the stated period of twenty (20) years; and

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WHEREAS, the Board has confirmed the properties subject to the assessment for which a certificate of occupancy has been granted for a structure and wishes to terminate the deferred collection by confirming the levying and certification of the special assessments for such properties;

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

Section 1. The Board finds and determines that the properties in the schedule attached hereto and incorporated by reference have been granted a certificate of occupancy for a structure and confirms that the special assessments are levied and certified against such properties for the tax years specified in the schedule.

Section 2. The Clerk of the Board is hereby directed to certify a copy of this Resolution, including the schedule attached hereto, to the Delaware County Auditor on or before September 8, 2025.

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

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

18
RESOLUTION NO. 25-698

IN THE MATTER OF CERTIFYING THE SPECIAL ASSESSMENTS FOR THE CONSTRUCTION
OF ROLOSON-PIATT ROAD IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO:

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

WHEREAS, on June 27, 2024, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 24-515, approving a development agreement with M/I Homes of Central Ohio, LLC, Longhill Limited Partnership II, and RDRG Farms, Inc., concerning the Berlin Farm West development (the “Agreement”); and

WHEREAS, pursuant to the Agreement, M/I Homes of Central Ohio, Longhill Limited Partnership II, and RDRG Farms, Inc., jointly filed a petition with the Delaware County Board of Commissioners (the “Board”) requesting the construction of improvements to an extension of Roloson-Piatt Road located in Berlin Township, Delaware County, Ohio (the “Improvements”); and

WHEREAS, the petitioners also requested the Board levy an assessment to pay for a specified amount of the cost of the Improvements; and

WHEREAS, the Board viewed the proposed Improvements on July 8, 2024, and adopted Resolution No. 24-552, declaring the Board’s opinion regarding the Improvements and levying the assessments for the Improvements; and

WHEREAS, at the time of the petition, the petitioners represented one hundred percent of the property owners to be assessed for the Improvements, consented to the assessments, and waived any further rights related to the proceedings for the Improvements; and

WHEREAS, the Delaware County Engineer recommends that the Board confirm and certify the special assessments in accordance with the Agreement and Resolution No. 24-552, in the amount set forth in the petition, to be paid over a period of twenty years;

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

Section 1. The Board hereby certifies the special assessments for the cost and expense of the Improvements, in accordance with the Agreement, Resolution No. 24-515, and Resolution No. 24-552 and the special benefits to the real estate to be assessed, in the total amount of \$2,604,000 to be apportioned as follows:

- A. Six Thousand Dollars (\$6,000.00) upon each of the fifty-two (52) residential building lots in Berlin Farm West Section 1 (Book 2054, Page 195; Plat Cabinet 6, Slide 108; Recorded September 20, 2023), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 1 shall be levied upon the tax duplicate in tax year 2025, payable in 2026.
- B. Six Thousand Dollars (\$6,000.00) upon each of the fifty-five (55) residential building lots in Berlin Farm West Section 2 (Book 2095, Page 1864; Plat Cabinet 6, Slide 187; Recorded June 12, 2024), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 2 shall be levied upon the tax duplicate in tax year 2026, payable in 2027; *provided*, however, the assessments for Berlin Farm West Section 2 shall be levied upon the tax duplicate of the current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.
- C. Six Thousand Dollars (\$6,000.00) upon each of the thirty-seven (37) residential building lots in

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Berlin Farm West Section 3 (Book 2121, Page 2406; Plat Cabinet 6, Slide 242; Recorded November 4, 2024), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 3 shall be levied upon the tax duplicate in tax year 2026, payable in 2027; *provided*, however, the assessments for Berlin Farm West Section 3 shall be levied upon the tax duplicate of the current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.

- D. Six Thousand Dollars (\$6,000.00) upon each of the twenty-eight (28) residential building lots in Berlin Farm West Section 4 (Book 2121, Page 2434; Plat Cabinet 6, Slide 243; Recorded November 4, 2024), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 4 shall be levied upon the tax duplicate in tax year 2026, payable in 2027; *provided*, however, the assessments for Berlin Farm West Section 4 shall be levied upon the tax duplicate of the current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.
- E. Six Thousand Dollars (\$6,000.00) upon each of the thirty-five (35) residential building lots in Berlin Farm West Section 5 (Book 2148, Page 2319; Plat Cabinet 6, Slide 291; Recorded April 15, 2025), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 5 shall be levied upon the tax duplicate in tax year 2027, payable in 2028; *provided*, however, the assessments for Berlin Farm West Section 5 shall be levied upon the tax duplicate of the current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.
- F. Six Thousand Dollars (\$6,000.00) upon each of the forty-three (43) residential building lots in Berlin Farm West Section 6 (Book 2167, Page 2574; Plat Cabinet 6, Slide 321; Recorded July 18, 2025), levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for Berlin Farm West Section 6 shall be levied upon the tax duplicate in tax year 2027, payable in 2028; *provided*, however, the assessments for Berlin Farm West Section 6 shall be levied upon the tax duplicate of the current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.
- G. Six Thousand Dollars (\$6,000.00) upon each residential building lot in future sections of Berlin Farm West, levied and collected over a period of twenty (20) years in the amount of Three Hundred Dollars (\$300.00) per year. In accordance with the Agreement, the assessments for future sections of Berlin Farm West shall be levied upon the tax duplicate in the second tax year following the recording of the subdivision plat; *provided*, however, the assessments for future sections of Berlin Farm West shall be levied upon the tax duplicate of the then current tax year for any lots that have been conveyed to any owner that is not a party to the Agreement.
- H. As of January 1, 2034, if the total amount of the assessment has not been levied upon platted residential building lots, the remaining amount of the assessment shall be levied upon any unimproved, privately-owned parcels or tracts of land remaining within the property as defined in the Agreement in tax year 2034, payable starting in 2035, for a period of ten (10) years.

Section 2. The Clerk of the Board is hereby directed to certify to the Delaware County Auditor a copy of this Resolution and the schedule of assessments to be levied in the current tax year attached hereto and incorporated herein.

Section 3. The Clerk of the Board is hereby directed to deliver a certified copy of this Resolution by certified mail to M/I Homes of Central Ohio, c/o Josh Barkan, 4131 Worth Ave., 3rd Floor, Columbus, Ohio 43219.

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

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

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ADMINISTRATOR REPORTS

CA Davies and Attorney Hochstettler – Nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – Nothing to report.

Commissioner Benton – Congratulations to the new Delaware County Treasurer Ken O’Brien. Announced the CEBCO has been renewed for 2026. He had a call with CCAO Tax Committee on 09/03/25. Delaware County received a AAA rating during it’s debt review. He will be attending a MORPC Executive Committee meeting today. Also gave reminder about Horse Parade on Sunday.

Commissioner Lewis – Congratulations to the new treasurer. She attended a Regional Planning Meeting. She

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has been re-appointed to serve on the National Justice Committee.

21
RESOLUTION NO. 25-699

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

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

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

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 Employment and Compensation of a Public Employee or a Public Official.

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

22
RESOLUTION NO. 25-700

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners