

COMMISSIONERS JOURNAL NO. 83 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 20, 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. 25-976

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 17, 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 November 17, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
PUBLIC COMMENT

3
RESOLUTION NO. 25-977

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1119, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1119, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1119:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1119, memo transfers in batch numbers MTAPR1119, Procurement Card Payments in batch number PCAPR1119, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2500553) Pitney Bowes	Land and Buildings	10011105-5331	\$20,000.00
(P2500537) Consolidated	Land and Buildings	10011105-5338	\$14,000.00
(P2500410) Fishel Downey	HR Services	10011108-5361	\$10,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2505043	B & K LEHNER EXCAVATING LLC	NORRIS RUN DRAINAGE IMPROVEMENT PROJECT	40311460 - 5301	\$40,000.00
R2505045	COMPUTATIONAL HYDRAULICS INTL	PCSWMM SOFTWARE RENEWAL 1 15 26-1 15 27	66211900 - 5321	\$ 6,200.00

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

4
RESOLUTION NO. 25-978

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM SUNRISE MART, LLC TO NYRA & NYLE, LLC – SHELL, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a C2 and C1 license from Sunrise Mart, LLC to Nyra & Nyle, LLC – Shell, located at 1491 US Highway 23 North, Delaware, Ohio 43015; and

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

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

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

5
RESOLUTION NO. 25-979

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM G & S ORANGE RD LLC TO IN & OUT SPIRITS LLC, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a C1 and C2 license from G & S Orange Road LLC to In & Out Spirits LLC located at 7953 Highfield Drive, Unit A, Lewis Center, Ohio 43035; and

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

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

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

6
RESOLUTION NO. 25-980

IN THE MATTER OF A NEW LIQUOR LICENSE FROM THE EASY AT EVANS FARM – THE EASY, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 license from The Easy at Evans Farm – The Easy, located at 5875 Evans Farm Drive, Lewis Center, Ohio 43035; and

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

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

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

7
RESOLUTION NO. 25-981

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD OF TRUSTEES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County District Library pursuant to section 3375.19 of the Revised Code; and

WHEREAS, the Board of Commissioners is responsible for making several appointments to the Delaware County District Library Board of Trustees (the “Library Board”), pursuant to section 3375.22 of the Revised Code; and

WHEREAS, the term of Trustee Holly Quaine will expire on December 31, 2025; and

WHEREAS, Stacey Neff has applied for appointment to the Library Board and meets the requirements stipulated by section 3375.22 of the Revised Code;

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

Section 1. The Board of Commissioners hereby approves the appointment of Stacey Neff to the Delaware County District Library Board of Trustees for the term commencing January 1, 2026, and ending December 31, 2026.

Section 2. The appointment approved herein shall be effective on January 1, 2026.

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

8
RESOLUTION NO. 25-982

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

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

Transfer of Appropriation		
From:	To:	
10031301-5101 Sheriff/Deputies Health Insurance	10031308-5328 Sheriff Firing Range Maintenance Repair Services	\$11,000.00
10031322-5101 Sheriff SRO Health Insurance	10031322-5201 Sheriff SRO Gen Supplies & Equip <1,000	\$15,000.00
10031301-5101 Sheriff/Deputies Health Insurance	10031356-5201 Sheriff Training Academy Gen Supplies & Equip <1,000	\$125,000.00
10031303-5101 Sheriff Jail Health Insurance	10031303-5004 Sheriff Jail Overtime	\$90,000.00

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

9
RESOLUTION NO. 25-983

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES TO ADDRESS CHILD ABUSE AND NEGLECT:

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

WHEREAS, the Director of Job & Family Services recommends approval of a memorandum of understanding to address child abuse and neglect;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following memorandum of understanding to address child abuse and neglect:

Ohio Department of Children and Youth
DELAWARE COUNTY MEMORANDUM OF
UNDERSTANDING TO ADDRESS CHILD ABUSE AND
NEGLECT

I. **STATEMENT OF PURPOSE**
This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and rule 5180:3- 1-26 of the Ohio Administrative Code. It is an agreement among Delaware County Department of Job and Family Services (hereinafter PCSA) and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases within Delaware County (hereinafter county). The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

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- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect.
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each PCSA provides the following services to their communities:

Screening: The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

Assessment and Investigation: The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty-four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within sixty (60) days; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes; Evaluating the need for protective, prevention, or supportive services and/or court involvement; and documenting all activities and case determinations

Service Provision: The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case-closure protocols.

II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY

A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)

The PCSA is the lead agency for the investigation of child abuse, neglect, or dependency in the county. The PCSA will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

B. LAW ENFORCEMENT

The county peace officer, each Chief of the local political subdivisions, and any other law enforcement officers handling child abuse and neglect cases in the county will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to the PCSA as soon as possible or within 24 hours for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with the PCSA in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting the PCSA in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with the PCSA on interviews with principals of the case when there are serious criminal implications; Notifying the PCSA of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to the PCSA's requests for information regarding the status of the legal action; Providing police record checks for the PCSA as necessary or requested as permitted by law; Consulting with the PCSA prior to removal of a child from their home when possible; Handling and coordinating investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

C. JUVENILE COURT

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is

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responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge will ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

D. DELAWARE COUNTY PROSECUTOR

The Delaware County Prosecutor will report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency. The Delaware County Prosecutor will represent the PCSA in legal actions to protect a child from further harm resulting from child abuse or neglect unless the Prosecutor has granted consent for the appointment of an In-house PCSA Attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the county. The prosecuting attorney will prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those needing to be prosecuted by a special prosecutor or by the attorney general. The County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and the PCSA staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid the PCSA in protecting the confidential nature of children services records and investigations; As well as the special protection afforded to the identity of the reporting source.

E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES [If not part of a combined agency]

[x] Not Applicable (*if selected, this section is not relevant.*)

If the county's Department of Job and Family Services is a separate agency from the PCSA, employees within the county agency are expected to report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency upon receipt; Collaborate with the PCSA to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already involved with the PCSA; Promote ongoing communication between the county's Department of Job and Family Services and the PCSA regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist the PCSA upon request in obtaining case or assistance group information regarding a family when the PCSA is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist the PCSA in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5180:2-33-28; And where applicable i3nd permitted assist the PCSA in locating "suitable" relatives or kin that may be available as familial support for the child(ren) or as a placement option.

F. LOCAL ANIMAL CRUELTY REPORTING AGENCY

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to the PCSA or local law enforcement.

G. CHILDREN'S ADVOCACY CENTER (Needs to be included if agreement with CDJFS/PCSA exists. Option to skip this section if your agency does not have a formal agreement with a children's advocacy center.) Not Applicable (*if selected, this section is not relevant.*)

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with the PCSA, law enforcement, and other signatories of this agreement.

H. CLERK OF COUNTY COMMON PLEAS COURT (Optional per statute, but benefits to inclusion should be considered per county. If the Clerk signs this MOU, the Clerk will execute all relevant responsibilities as required of officials specified in this MOU.) Not Applicable (*if selected, this section is not relevant.*)

The Clerk of County Common Pleas Court will collaborate with the PCSA, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an

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expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect and the signatories of this MOU; Be available to the PCSA management staff or the Prosecutor should questions arise.

II. SCOPE OF WORK

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

A. Mandated reporters and penalty for failure to report

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, will immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports will be made to the PCSA or a law enforcement officer.

The penalty for the failure of a mandated reporter to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 is a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

PCSA attorney will communicate via email, letter, etc. any instances of mandated reporters failing to make a report to the Prosecutor's office.

B. System for receiving reports

Reports of child abuse or neglect will be made to the PCSA or any law enforcement officer with jurisdiction in the county. If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement will be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

Delaware County Department of Job and Family Services has staff available to receive reports by telephone on 24 hours a day, seven days a week basis. After hours calls are answered by the Delaware County Sheriff's Department and forwarded to the on-call Delaware County Department of Job and Family social services staff. A caseworker and a supervisor are available at all times to respond to emergency situations. PCSA does not contract with any outside source to receive referral calls.

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer will refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When the PCSA screens in a report of child abuse, the PCSA will notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

When the PCSA screens in a report of child neglect, and the PCSA implements a legally authorized out-of-home placement due to neglect within the first seven days of the assessment/investigation, the PCSA will notify the appropriate law enforcement agency within the first seven days of the assessment/investigation unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

C. Responding to mandated reporters

When the PCSA receives a referral from a mandated reporter who provides their name and contact information, the PCSA will forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter will include the information permitted by ORC 2151.421(K):

- Whether the agency or center has initiated an investigation of the report;

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- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When the PCSA closes an investigation/assessment reported by a mandated reporter, the PCSA will forward a mandated reporter referral outcome notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter will be that permitted by ORC 2151.421 to include a notification that the agency has closed the investigation along with a point of contact.

D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency

1. PCSA's Response Procedure

When the PCSA determines that a report is emergent, the PCSA will attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If the PCSA identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor will implement a safety response.

If it is determined that a child is at risk of being abused, neglected, or dependent, agency services are offered to the family. The agency will first attempt to keep a family together by coordinating services needed to strengthen the family. Services may include: information and referrals, counseling, parenting education, as well as visits by an agency employee to give assistance with planned changes. Because separation from the family has a traumatic impact on children, it will occur only when the child cannot be protected nor have his/her basic needs met within the primary family.

If a child cannot remain safely within their own home, the agency will utilize one of the following options:

1. Work with the family to develop a temporary, safe living arrangement, usually with a relative or kinship placement, through safety planning;
2. Delaware County Juvenile Court grants removal of the child from the home through court orders, or;
3. Parents agree to sign a voluntary agreement agreeing that Delaware County Department of Job and Family Services will have custody of the child if deemed in the best interest by Delaware County Department of Job and Family Services.

Emergency Removals

Delaware County Department of Job and Family Services will consider the emergency removal of a child from his/her own home when all of the following conditions exist:

1. The child's safety is at imminent risk and in need of protection from abuse and neglect;
2. The caretaker is unavailable, unable, or unwilling to provide protection from the abuse or neglect;
3. Supportive services cannot provide adequate protection to the child if he/she remains in the home; and
4. The court has issued an emergency order.

When an emergency order has occurred, the employee shall provide the caretaker and the child, when age appropriate, with the following information:

1. The reason for the removal.
2. The name, agency address, and agency telephone number of the

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- social worker;
3. The address, hours, and a phone number to Juvenile Court; and
 4. Where and when a hearing will be held to determine if there is a need for continued custody, placement or other court orders.

Non-Emergency Removals

Delaware County Social Services will remove a child from his/her home and provide a temporary replacement when:

1. The parents sign an agreement for temporary custody of a child; or
 2. Delaware County Juvenile Court determines that the child is in need of protection and orders the child to the temporary custody of the agency. This may occur through the course of regular court activity or through the motion of Delaware County Department of Job and Family Services.
2. **Law Enforcement Response Procedure**
Delaware County Department of Job and Family Services will request assistance from the appropriate law enforcement agency to facilitate a removal when any of the following conditions exist:
1. The Employee is denied entry into the residence or denied access to the child and the employee has a court order to allow them access;
 2. The parent or child offers physical resistance to the removal;
 3. The personal safety of the child is in question; or
 4. The personal safety of the employee is in question.
3. **Children in Need of Medical Attention Special Response Procedures**
Child will be taken to the appropriate medical facility to include the local hospital, emergency room, urgent care or health department.

E. **Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect**

Delaware County Department of Job and Family Services has the responsibility of conducting a legally sound and effective investigation. It is the agency's responsibility to coordinate the investigation with the local law enforcement agency who has jurisdiction over the case. Both professional departments must decide how to intervene in a fashion that will maximize the information obtained from the investigation while minimizing the risk of trauma to the alleged child victim and/or family members. Joint interviews should be conducted wherever possible to minimize trauma.

The investigation is a detailed fact-finding process with four primary goals:

1. To determine whether the allegation is founded;
2. To determine the degree of risk to the safety of the child;
3. To develop and implement a plan to protect the child;
4. To gather evidence to support criminal prosecution and other judicial proceedings, where indicated.

Required Interview

Child safety and risk to the alleged child victim should ultimately determine the sequence of the timing of interviews. However, Delaware County Department of Job and Family Services has mandated timeframes it must adhere to. It should be noted that the sequencing of the interview process may change if the details or specifics of a certain allegation/case warrant these changes.

Interview Environment/Location

Another consideration is the location of the interviews to be conducted. Interviews with the alleged child victim should be conducted in the least stressful and safest

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environment possible. These interviews can occur in several locations including, but not limited to:

1. Delaware County Department of Job and Family Services interview room (equipped with video recording equipment);
2. Law Enforcement Agencies;
3. Other neutral setting;
4. A location where the alleged child victim feels safe.

Alleged Child Victim (ACV) Interviews

The interview with the ACV should always take into consideration the strengths and the limitations of the child to be interviewed. Interviewers should acquire a working knowledge of the child's chronological age, developmental age, level of functioning, grasp of the English language, and the ability to pair known information with verbal responses. The ACV shall be interviewed by a member of the Child Abuse Investigative Team trained in conducting forensic interviews with children.

Delaware County Department of Job and Family Services shall:

1. Interview the ACV (this interview will be audio or video recorded if possible for sexual abuse cases) unless the child has already been interviewed by the Center for Family Safety and Healing-Child Advocacy Center or law enforcement and further interviewing would be detrimental to the child.
2. Photograph the area or areas of visible trauma/neglect on an ACV, unless it is unnecessary or detrimental to the ACV's well-being. Photographs will be labeled with the date and time that the photo was taken, the child's name, the area of the body or home that is being photographed and who took the photo.
3. Parents must consent to photos of the home being taken unless:
 - a. Requested by law enforcement; or
 - a. Court ordered.
4. Arrange for a medical examination for the child:
 - a. With parent, guardian or custodian consent;
 - b. Without parent, guardian, or custodian consent upon:
 - i. Request of the ACV; or
 - ii. Request of a law enforcement officer or prosecuting attorney and with the consent of the ACV; or
 - iii. Court order.

Interviews with the Alleged Perpetrator/Parent/Caregiver/Witness and Other Family Members

Delaware County Department of Job and Family Services in conjunction with law enforcement (if necessary) will interview and complete a written report of the interview with:

1. The non-offending parent or caretaker to assess their knowledge of the allegations;
2. The alleged perpetrator;
3. Collateral sources or potential witnesses to the abuse or neglect; and
4. Family members that reside in the home with the ACV.

Investigations of Alleged Withholding of Medically Indicated Treatment from a Disabled Infant with Life-Threatening Conditions

When a referral of alleged withholding of medically indicated treatment from a disabled infant is received, Delaware County Department of Job and Family Services is required to comply with the requirements set forth in 5101:2-36-07 of the Ohio Administrative Code.

Health care facility information within Delaware County, Ohio:

Ohio Health Grady Memorial Hospital
561 W. Central Avenue
Delaware, Ohio 43015
Hospital: (740) 615-1000
Toll Free: (800) 487-1115

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Scheduling: (614) 566-1111

Documentation of Interviews

All interviews, whether conducted jointly or separately, shall be documented by each entity involved. Delaware County Department of Job and Family Services will document its contact with the family. Other subscribers to this Memorandum of Understanding will also complete reports of their findings. By signing this Memorandum of Understanding it is understood and agreed that all involved parties will share copies of these written reports with each investigative entity, as requested and if appropriate.

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by the PCSA and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by the PCSA and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce trauma complete only one interview with the alleged child victim/ child subject of the report. The PCSA agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of the PCSA is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by the PCSA to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to the PCSA upon request.

The PCSA agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. The PCSA will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

In joint investigations, the Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations.

The PCSA will follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the sixty-day timeframe.

F. Standards and procedures addressing- the categories of persons who may interview the child who is the subject of the report and who allegedly was abused or neglected

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of the PCSA
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff

G. Standards and procedures for PCSA requests for law enforcement assistance

A Delaware County Department of Job and Family Services employee investigating a report of suspected child abuse and neglect shall immediately request the appropriate law enforcement agency in the following situations:

1. To request assistance in completing any mandated or necessary investigation requirements;
2. When the situation is of a nature as to warrant possible legal action;
3. When a third-party investigation is required;
4. When an out of home investigation is required;

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5. With cases involving a missing child;
6. With cases involving the death of a child from alleged abuse or neglect;
7. In all reports containing allegations of sexual abuse;
8. In all reports containing allegations of severe injury or cruel and unusual punishment;
9. When the threat of physical harm to the employee exists or to anyone else involved in the case;
10. When requesting assistance in removing a child;
11. When requesting assistance in an after-hours investigation; and
12. When there is reason to believe that a crime has been committed or is going to be committed.

The PCSA may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance.
- The PCSA has reason to believe that the child is in immediate danger of serious harm.
- The PCSA has reason to believe that the worker is, or will be, in danger of harm.
- The PCSA has reason to believe that a crime is being committed, or has been committed, against a child.
- The PCSA worker needs to conduct a home visit after regular PCSA business hours, and a law enforcement escort is requested as a standard operating procedure.
- The PCSA is removing a child from his or her family via an order of the court, and the assistance of law enforcement is needed as the PCSA has reason to believe the family will challenge the removal.
- The PCSA is working with a client who has a propensity toward violence, and the assistance of law enforcement is needed to ensure the safety of all involved.
- The PCSA is working with a family that has historically threatened to do harm to PCSA staff.

H. Specialized Investigations or Circumstances

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the like, are cooperatively planned by the PCSA and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

The PCSA conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5180:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of their employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim through placement in an out-of-home care setting.

The PCSA follows the procedures for conducting out-of-home care investigations as described in section 5180:2-36-04 of the OAC.

Joint Investigation Requirements

1. Initial intervention of child abuse and neglect cases can be made by either the social services agency or appropriate law enforcement agency; however, any serious report involving injury or hospitalization requires a joint cooperative intervention between the agencies.
2. The following types of cases may require a joint investigation:
 - a. Those requiring third party involvement;
 - b. Those involving a child death in which abuse or neglect is suspected as a cause;
 - c. Those involving alleged withholding of appropriate nutrition, hydration;
 - d. Those involving child sexual abuse allegations; and
 - e. Those involving serious physical abuse or neglect that may result in criminal proceedings.

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3. Upon receipt of a potentially life-threatening child abuse or neglect report, immediate contact between Delaware County Department of Job and Family Services and the appropriate law enforcement agency will be made by telephone during business hours, or after-hours through Delaware County Sheriff's Office (or City of Delaware Police Department if in the City of Delaware), to jointly plan intervention and investigation.
4. In joint investigations, Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations.
5. Delaware County Department of Job and Family Services shall meet its obligation of maintaining communication with the appropriate law enforcement agency regarding child abuse and neglect investigations. The following guidelines will apply:
 - a. A written report will be filed with law enforcement regarding any investigation involving the death of a child;
 - b. Written reports will be filed as requested by law enforcement agencies; and
 - c. Telephone contact will be maintained to share information on joint investigations.
6. Delaware County Department of Job and Family Services will report suspected felonies to law enforcement authorities. If further investigation is required, the Delaware County Prosecuting Attorney will collaborate with the appropriate law enforcement agency or Job and Family Services in preparing the case for criminal charges.
7. If law enforcement is unable to conduct the joint interview with an involved party within the mandated time frames, Delaware County Department of Job and Family Services will conduct interviews within their mandated timeframes. This includes elongated timeframes created by permissible waivers and extensions.

2. Third-Party Investigations

In accordance with section 5180:2-36-08 of the OAC, the PCSA is to request a third-party in the assessment/investigation for reports of child abuse or neglect where there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Children and Youth (DCY) or another state agency and supervised by the PCSA.
- A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by DCY when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee or agent of DCY or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing DCY or the PCSA who provides services for payment or as a volunteer.
- A foster caregiver or an employee of an organization or facility licensed or certified by DCY and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA is to document in the case record if a conflict of interest is identified.

The PCSA is to request that law enforcement serve as the third party when a report alleges a criminal offense. The PCSA is to request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

In joint investigations, Delaware County Department of Job and Family Services and law enforcement will share immediately all statements, reports and verbal and written opinions concerning the abusive or neglectful situations. In the event law enforcement declines to participate, PCSA will contact alternate law enforcement agency, prosecutor's office, or DCY for guidance.

3. Child Fatality- Suspected cause of death is abuse or neglect

The PCSA is governed by ORC section 307.622 and needs to have a child fatality review board.

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4. Child Fatality- Death of a child in the custody of the PCSA

The PCSA follows rules 5180:2-33-14 and 5180:2-42-89 of the OAC following the death of a child in its custody.

A joint investigation between the social services agency or appropriate law enforcement agency may be required in cases involving a child death where abuse or neglect is suspected as a cause.

A written report shall be filed with law enforcement regarding any investigation involving the death of a child.

A Delaware County Department of Job and Family Services employee investigating a report of suspected child abuse and neglect shall immediately request the appropriate law enforcement agency in cases involving the death of a child from alleged abuse or neglect.

5. Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions

The PCSA follows the procedures described in section 5180:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant *if* the treating physician's medical judgment identifies any of the situations listed in OAC section 5180:2- 36-07(A)(3) (a-d).

Investigations of Alleged Withholding of Medically indicated Treatment from a Disabled Infant with Life-Threatening Conditions

When a referral of alleged withholding of medically indicated treatment from a disabled infant is received, Delaware County Department of Job and Family Services is required to comply with the requirements set forth in 5101:2-36-07 of the Ohio Administrative Code.

A child will be taken to any health care facility as determined by proximity or need.

Health care facility information within Delaware County, Ohio:

Ohio Health Grady Memorial Hospital

561 W. Central Avenue
Delaware, Ohio 43015
Hospital: (740) 615-1000
Toll Free: (800) 487-1115
Scheduling: (614) 566-1111

Nationwide Children's Hospital Close to Home Center with Emergency
Department-Lewis Center
7853 Pacer Drive
Delaware, Ohio 43015
(614) 355-7900

Point of contact for allegations involving alleged withholding of medically indicated treatment from disabled infants with life-threatening conditions:

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Manager of Social Work Case Management, Grady Memorial Hospital (614)
544-8053

Nurse Manager, NCH Emergency Department
(614) 355-7952

6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and needing a joint assessment/investigation with law enforcement

Delaware County Department of Job and Family Services has the responsibility of conducting a legally sound and effective investigation. It is the agency's responsibility to coordinate the investigation with the local law enforcement agency who has jurisdiction over the case. Both professional departments must decide how to intervene in a fashion that will maximize the information obtained from the investigation while minimizing the risk of trauma to the alleged child victim and/or family members. Joint interviews should be conducted whenever possible to minimize trauma.

7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent

For all reports involving cases of individuals, Delaware County Department of Job and Family Services will refer to the Delaware County Prosecutor's Office or to the local Law Enforcement of Jurisdiction

8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution

For all reports involving cases of individuals, Delaware County Department of Job and Family Services will refer to the Delaware County Prosecutor's Office or to the local Law Enforcement of Jurisdiction.

9. Receiving and responding to reports of missing children involved with the PCSA

Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent, the following actions will take place:

- When an MOU signatory agency is made aware that a child is missing, they will coordinate with the custodian to report their concerns to the law enforcement agency in the appropriate jurisdiction. _____
- The law enforcement agency will enter known information into the National Crime Information Center (NCIC) database if the child is in PCSA custody.
- The law enforcement agency will take prompt action upon the report, including, but not limited to, concerted efforts to locate the missing child.
- The law enforcement agency will promptly enter any additional, relevant information into NCIC.
- The law enforcement agency will promptly notify the missing child's parents, parent who is the residential parent and legal custodian, guardian, or legal custodian, or any other person responsible for the care of the missing child, that the child's information was entered into NCIC.
- The PCSA will contact the National Center for Missing and Exploited Children (NCMEC) if the child is in PCSA custody.

Upon request of law enforcement, the PCSA is to provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by the PCSA that may be relevant in the investigation.

All MOU signatory agencies are to notify the PCSA upon learning that a minor child who is alleged to be in the children services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

I. Standards and procedures for removing and placing children

1. Emergency

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Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact finder is to make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds need to exist to believe the child's removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings need to be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing is to be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied, the matter is to be set for a shelter care hearing within ten days from the filing date.

Delaware County Department of Job and Family Services will consider the emergency removal of a child from his/her own home when all of the following conditions exist:

1. **The child's safety is at imminent risk and in need of protection from abuse or neglect;**
2. **The caretaker is unavailable, unable, or unwilling to provide protection from the abuse or neglect;**
3. **Supportive services cannot provide adequate protection to the child if he/she remains in the home; and**
4. **The court has issued an emergency order.**

When an emergency order has occurred, the employee shall provide the caretaker and the child, when age appropriate, with the following information:

1. **The reason for the removal;**
2. **The name, agency address, and agency telephone number of the social worker;**
3. **The address, hours, and phone number to Juvenile Court; and**
4. **Where and when a hearing will be held to determine if there is a need for continued custody, placement, or other court orders.**

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, the PCSA commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, the PCSA is to approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

Reasonable oral or written notice of the time, place, and purpose of the hearing are to be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A guardian ad litem is appointed to all children subjects of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact finder is to determine whether there is probable cause that the child is abused, neglected, or dependent, the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume

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temporary custody of the child, reasonable efforts were made by the PCSA to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to the PCSA that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

Delaware County Department of Job and Family Services will remove a child from his/her home and provide temporary placement when:

1. **The parents sign an agreement for temporary custody of a child; or**
2. **Delaware County Juvenile Court determines that the child is in need of protection and orders the child to the temporary custody of the agency. This may occur through the course of regular court activity or through the motion of Delaware County Department of Job and Family Services.**

J. [Optional Section(s)]

Not Applicable (*if selected this section is not relevant.*)

IV. TRAINING

Cross system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by the PCSA as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

PCSA participates in Multi-Agency Crisis Intervention Team (MACIT) with quarterly meetings consisting of cross-training and emergency preparedness.

V. CONFLICT RESOLUTION

Not Applicable (*if selected this section is not relevant.*)

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU is to set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with the PCSA. Every effort will be made to take into account other signatories' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. The PCSA will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases that come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

Each agency will make a concerted effort to help the other with joint interviews, investigations, evidence collection, information sharing, and fact-finding. Each agency will not hinder or interfere with the express duties of another and will do their best to cooperate and collaborate with the other county partners.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, the PCSA is to consult with the County Prosecutor to explore available remedies.

VI. CONFIDENTIALITY STATEMENT

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 will not be released to the public for use and will not be used as evidence in any civil action or proceeding brought against the person who made the report Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires the PCSA to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local government entity, including any appropriate military authority or any agency providing prevention services, that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement and other

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entities are expected to release information to the PCSA for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

Law enforcement shall share all relevant information including, but not limited to police reports, body cam footage, jail calls, photos, and interview transcripts.

PCSA shall share all relevant information as permitted by the ORC and OAC.

The information received in a report of alleged child abuse or neglect is highly sensitive and should be maintained in confidence. When any person commits, causes, permits or encourages the unauthorized dissemination of information, Delaware County Department of Job and Family Services shall give written notification of such unauthorized dissemination to the Delaware County Prosecuting Attorney. The reporter's identity is confidential and cannot be confirmed or denied.

The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5180:2-33-21 and in accordance with the procedures outlined in OAC section 5180:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of the PCSA as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of the PCSA will then refer this information to the prosecutor or city director of law at their discretion.

Each report of suspected child abuse and neglect is confidential. The information shared with the subscribers of the memorandum of understanding is made available only for the purposes of investigation, treatment or case management of suspected child abuse and neglect (or otherwise deemed to be in the best interest of the child victim or the family).

The information provided in a report and the name of the person who made the report shall not be released for use, and shall not be used, as evidence in any civil action or proceeding brought against the person who made the report. In a criminal proceeding, the report is admissible as evidence in accordance with the Rules of Evidence and is subject to discovery in accordance with the Rules of Criminal Procedure.

No person shall permit or encourage unauthorized dissemination of the contents of any report made pursuant to the ORC 2151.421 and/or this Memorandum of Understanding. The identity of the referral source shall be considered a part of the report. Delaware County Department of Job and Family Services shall not release or affirm the identity of any party without the referral source's consent, except for the purpose of judicial testimony, if court intervention is deemed necessary to protect the child. Delaware County Department of Job and Family Services will work with the prosecuting attorney to protect the identity of all reporters of child abuse and/or neglect whenever possible.

Anyone or any organization participating in good faith in the making of reports of possible child abuse or neglect, and anyone participating in good faith in a judicial proceeding resulting from the report, shall be immune from any civil or criminal liability for injury, death or loss to person or property that otherwise might be incurred or imposed as a result of the making of the reports or the participation in the judicial proceeding.

VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

This MOU is to be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to the PCSA records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

Consultation among the signatories may be done in person, whenever practicable. When an in-person meeting is not practicable the signer may employ the use of alternative methods of communication including but not limited to MS Teams, Skype, Zoom, or telephone as agreed upon by all members. When the PCSA is seeking consultation with a signer of this MOU regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, the PCSA will make written contact with the appropriate agency by the next working day to request the needed information and make the referral in writing.

The required members are to review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement. The PCSA

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is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year. This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and will not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and will not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person pursuant to section 2151.4223 of the Revised Code.

This MOU will be governed by and construed in accordance with -applicable state and federal laws and regulations. Any identified or listed citations to Ohio Administrative Code revised during the implementation of this MOU are to defer to the current finalized codification. In the event any other portion of this MOU is inconsistent with state or federal law, that portion will be without effect as if stricken from the document and the remaining portion will remain in full force and effect.

VIII. SIGNATURES OF EACH PARTICIPATING AGENCY

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU. These meetings will occur on the second Monday of September at 9:00 a.m. unless otherwise agreed upon by the participating parties.

If any individual serving as a signatory changes mid-term, the PCSA is to provide the new required member with the current MOU. The new member remains bound by the most recently approved version of the MOU. Their signature is to be obtained.

If the PCSA participated in the execution of a memorandum under section 2151.426 of the Revised Code establishing a CAC, each participating member of the CAC is a required signatory on this MOU.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU. Members will provide written notice to the PCSA Administrator and shall be no less than 30 days.

Any party may request modifications in writing to all participating parties. All parties shall respond within 30 days of receiving the request for modification.

If any party wishes to terminate their involvement, said party shall provide written notice to the Delaware County Prosecutor's Office and PCSA Administrator. Notice shall include reasons for terminating participation.

The MOU may be signed in person or electronically.

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

10
RESOLUTION NO. 25-984

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND KARA PREDMORE, PSY.D. DBA CONVERGE PSYCHOLOGICAL SERVICES FOR PSYCHOLOGICAL SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of a contract with Kara Predmore, Psy.D. dba Converge Psychological Services for psychological services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Kara Predmore, Psy.D. dba Converge Psychological Services for psychological services:

CONTRACT FOR SERVICES OF PSYCHOLOGICAL SERVICES
BETWEEN THE DELAWARE COUNTY

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BOARD OF COUNTY COMMISSIONERS
AND
KARA PREDMORE, PSY.D. dba CONVERGE PSYCHOLOGICAL SERVICES

This Contract is entered into this 20th day of November, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), and Kara Predmore, PSY.D. dba Converge Psychological Services (hereinafter, “PROVIDER”) whose address is 134 Northwoods BLVD, Ste C, Columbus, Ohio 43235 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides psychological services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for psychological services using the following funding streams:

- Title-IVE Funds
- Emergency Services Assistance Allocations (ESAA) – Reunification
- Emergency Services Assistance Allocations (ESAA) – Preservation
- Multiple System Youth (MSY)

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

- PURPOSE OF CONTRACT**

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide psychological services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in: Appendix I, Fee Schedule
- TERM**

This agreement shall have an initial service period of 01/01/2026 through 12/31/2026.

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

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agencies, the state of Ohio and/or the federal government, as well as satisfactory performance by the PROVIDER, and is subject to approval by the Agencies, with renegotiation to be initiated by the Agencies before the expiration of the existing service period.
- SCOPE OF SERVICES/DELIVERABLES**

PROVIDER shall provide psychological services to children that DCDJFS identifies, including, but not limited to: conducting mental examinations; psychological evaluations; administering; scoring; analyzing tests; reviewing relevant reports, documents and letters; consulting with other professionals; writing reports; consultative sessions; attending meetings; telephone calls; writing letters; providing court testimony when requested by DCDJFS; and other case-related activities (collectively “Services”).
- FINANCIAL AGREEMENT**

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

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

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

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

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

Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms

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

B. MAXIMUM PAYMENT:

No maximum payment shall be specified for this contract.

5. AWARD INFORMATION

Title-IVE Funds

Emergency Services Assistance Allocations (ESAA) – Reunification

Emergency Services Assistance Allocations (ESAA) – Preservation

Multiple System Youth (MSY)

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

13. INDEPENDENT CONTRACTORS

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

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

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

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

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

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

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

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settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

- D.** PROVIDER'S indemnification liability under this Section 13 shall be limited to the maximum of PROVIDER'S insurance coverage limits as provided to DCDJFS under the terms of Paragraph 14 ("INSURANCE") below.

15. INSURANCE

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

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

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

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

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

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

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

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio. The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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

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

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

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

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

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16. CONFLICT OF INTEREST

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

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. PROVIDER will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

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

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

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER

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

D. LOSS OF FUNDING:

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

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

DCDJFS and PROVIDER agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that PROVIDER will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal

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will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. DRUG-FREE WORKPLACE

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

24. FINDINGS FOR RECOVERY

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

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. NOTICES

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

PROVIDER: Kara Predmore, Psy.D. Converge Psychological Services 134 Northwoods Blvd, Ste C Columbus, Ohio 43235	Delaware County Job and Family Services Robert A. Anderson Director Delaware County Job and Family Services 145 N. Union St., 2 nd Floor Delaware, Ohio 43015
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27. GOVERNING LAW

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

28. SEVERABILITY

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

29. ENTIRE AGREEMENT

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

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30. SIGNATURES
Any person executing this contract in a representative capacity hereby warrants that he/she has authority to sign this contract or has been duly authorized by his/her principal to execute this contract on such principal’s behalf.
31. EFFECT OF SIGNATURE
The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.

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

11
RESOLUTION NO. 25-985

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND ALLISON HOULE, PH.D. DBA ADVANCED FORENSIC AND PSYCHOLOGICAL SERVICES, LLC FOR PSYCHOLOGICAL SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of a contract with Allison Houle, Ph.D. dba Advanced Forensic and Psychological Services, LLC, for psychological services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Allison Houle, Ph.D. dba Advanced Forensic and Psychological Services, LLC for psychological services:

CONTRACT FOR SERVICES OF PSYCHOLOGICAL SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
ALLISON HOULE, PH.D. dba ADVANCED FORENSIC AND PSYCHOLOGICAL SERVICES, LLC.

This Contract is entered into this 20th day of November, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), and Allison Houle, Ph.D. (hereinafter, “PROVIDER”) whose address is 134 Northwoods Blvd, Ste. C., Columbus, Ohio 43235 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides psychological services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for psychological services using the following funding streams:

Title-IVE Funds
Emergency Services Assistance Allocations (ESAA) – Reunification
Emergency Services Assistance Allocations (ESAA) – Preservation
Multiple System Youth (MSY)

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

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

STATEMENT OF THE AGREEMENT

- NOW, THEREFORE, the Parties mutually agree as follows:
1. PURPOSE OF CONTRACT
The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide psychological services (hereinafter collectively “Services”) to clients in Delaware County, Ohio.
2. TERM
This agreement shall have an initial service period of 01/01/2026 through 12/31/2026.
- By mutual consent, the Agencies and PROVIDER may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

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

3. SCOPE OF SERVICES/DELIVERABLES

PROVIDER shall provide psychological services to children that DCDJFS identifies, including, but not limited to: conducting mental examinations; psychological evaluations; administering; scoring; analyzing tests; reviewing relevant reports, documents and letters; consulting with other professionals; writing reports; consultative sessions; attending meetings; telephone calls; writing letters; providing court testimony when requested by DCDJFS; and other case-related activities (collectively “Services”).

4. FINANCIAL AGREEMENT

A. PAYMENT PROCEDURES:

DCDJFS shall reimburse PROVIDER in accordance with the following:

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

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

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

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

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

B. MAXIMUM PAYMENT:

No maximum payment shall be specified for this contract. DCDJFS shall pay PROVIDER \$250.00 per hour for Services as defined in this contract. Time shall be invoices in quarter hour (15 minute) increments.

5. AWARD INFORMATION

Title-IVE Funds
Emergency Services Assistance Allocations (ESAA) – Reunification
Emergency Services Assistance Allocations (ESAA) – Preservation
Multiple System Youth (MSY)

6. LIMITATION OF SOURCE OF FUNDS

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

7. DUPLICATE BILLING/OVERPAYMENT

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

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters

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covered by this Contract.

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

13. INDEPENDENT CONTRACTORS

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

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

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

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

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

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, PROVIDER agrees to indemnify and hold free and harmless the Delaware County, the Board, DCDJFS, and the State (collectively "Indemnified parties")

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from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the parties performance of this Contract or their actions or omissions. PROVIDER agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that PROVIDER shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. PROVIDER further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that PROVIDER shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

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

15. INSURANCE

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

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

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

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit. The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

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

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

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Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio. The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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

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

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

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

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

16. CONFLICT OF INTEREST

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

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. PROVIDER will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

19. TERMINATION

A. TERMINATION FOR THE CONVENIENCE:

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

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual,

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equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

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

D. LOSS OF FUNDING:

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

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. DRUG-FREE WORKPLACE

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

24. FINDINGS FOR RECOVERY

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

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

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

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

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

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

Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of

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1964, nor are any proposed parties to Contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

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

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

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

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

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

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

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

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

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

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

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

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

It will comply with sections 3702 and 3704 of the Contract Work Hours and Safety Standards

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Act (40 U.S.C 3701-3708) as supplemented by DOL regulations (29 C.F.R. part 5).

26.

NOTICES

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

PROVIDER:

Allison Houle, PH.D.

AFPS

134 Northwoods Blvd, Ste. C

Columbus, Ohio 43235

Delaware County Job and Family Services

Robert A. Anderson

Director

Delaware County Job and Family Services

145 N. Union St., 2nd Floor

Delaware, Ohio 43015

27.

GOVERNING LAW

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

28.

SEVERABILITY

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

29.

ENTIRE AGREEMENT

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

30.

SIGNATURES

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

31.

EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this contract.
- Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye
- 12
RESOLUTION NO. 25-986
- IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENT, AND SECOND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER NOBLE VISION BEHAVIOR HEALTH LLC:
- It was moved by Mr. Merrell, seconded by Mr. Merrell, to approve the following:
- WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the contract, first amendment, and second amendment with Noble Vision Behavior Health, LLC;
- NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract, first amendment, and second amendment for Child Care Placement provider Noble Vision Behavior Health LLC:
- | Child Placement Service | Per diem cost and per diem reimbursement for the following categories |
|---|--|
| <div><div><div><div>Name:</div><div>Noble Vision Behavior Health, LLC</div></div><div><div>Address:</div><div>2906 E 5th Avenue</div><div>Columbus, Ohio 43219</div></div></div></div> | <div><div>A. Maintenance</div><div>B. Administration</div><div>C. Case Management</div><div>D. Transportation</div><div>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)</div><div>F. Behavioral Healthcare</div></div> |

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<u>This Agreement in effect from</u> <u>08/11/2025 – 06/30/2026</u>	G. Other costs - (any other cost the Agency 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 OHIOMAS – NOBLE VISION BEHAVIOR HEALTH 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 – Noble Vision Behavior Health LLC. (“Provider”) (“First Amendment”) is entered into this November 20, 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 08/11/2025 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 08/11/2025 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

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requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is Jenifer.wattenschaidt@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment. Provider shall submit monthly invoices to the following email inbox: Delaware-invoices@jfs.ohio.gov.

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

informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature	Date
Printed Name	
Title	

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

Section 2 - Miscellaneous

- A. Exhibits to Agreement.
- 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 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

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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 – NOBLE VISION BEHAVIOR HEALTH 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 – Noble Vision Behavior Health LLC. ("Provider") ("Second Amendment") is entered into this November 20, 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 08/11/2025 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:

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“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 Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

13
RESOLUTION NO. 25-987

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MID-OHIO PSYCHOLOGICAL SERVICES, INC. FOR PSYCHOLOGICAL SERVICES:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of a contract with Mid-Ohio Psychological Services, Inc., for psychological services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract with Mid-Ohio Psychological Services, Inc., for psychological services:

**CONTRACT FOR SERVICES OF PSYCHOLOGICAL SERVICES
BETWEEN THE DELAWARE COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
MID-OHIO PSYCHOLOGICAL SERVICECS, INC.**

This Contract is entered into this 20th day of November, 2025 by and between the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, “DCDJFS), and Mid-Ohio Psychological Services, Inc. (hereinafter, “PROVIDER”) whose address 2238 S. Hamilton Road Ste #200, Columbus, Ohio 43232 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, PROVIDER provides psychological services to citizens in Ohio; and,

WHEREAS, DCDJFS has accepted federal funds to pay for psychological services using the following funding streams:

- Title-IVE Funds
- Emergency Services Assistance Allocations (ESAA) – Reunification
- Emergency Services Assistance Allocations (ESAA) – Preservation
- Multiple System Youth (MSY)

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

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

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. **PURPOSE OF CONTRACT**
The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide psychological services (hereinafter collectively “Services”) to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in: Appendix I, Evaluation Services Menu

2. **TERM**
This agreement shall have an initial service period of 01/01/2026 through 12/31/2026.

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

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

3. **SCOPE OF SERVICES/DELIVERABLES**
PROVIDER shall provide psychological services to children that DCDJFS identifies, including, but not limited to: conducting mental examinations; psychological evaluations; administering; scoring; analyzing tests; reviewing relevant reports, documents and letters; consulting with other professionals; writing reports; consultative sessions; attending meetings; telephone calls; writing letters; providing court testimony when requested by DCDJFS; and other case-related activities (collectively “Services”).

4. **FINANCIAL AGREEMENT**

A. PAYMENT PROCEDURES:
DCDJFS shall reimburse PROVIDER in accordance with the following:

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

The PROVIDER shall provide a monthly invoice to the DCDJFS no later than 30 days past the service month. Failure to provide the invoice within the 30 days may delay payment of the invoice. Provider shall submit monthly invoices to Delaware-Invoices@jfs.ohio.gov.
If the invoice is not received by DCDJFS within the 30-day deadline, the Provider agrees to be bound by the removal rates listed below:
 - 31-45 days 10% of the total invoice amount
 - 46-60 days 20% of the total invoice amount
 - 61+ days 30% of the total invoice amount
Any removal rate amounts applied toward an invoice in accordance with these terms shall count toward the remaining Contract balance. The final invoice must be submitted in accordance with the above terms except that the final invoice must be submitted no later than 60 days of the end of Contract period. In the event that Contractor fails to submit the final invoice within 60 days, a removal rate shall apply toward the final invoice in the amount of 100% of the final invoice. Contractor agrees that said credits represent liquidated damages and are not a penalty. Contractor acknowledges and agrees that these percentages are a genuine estimate of Board’s damages for late submission of invoices and are reasonable in light of the harm that will be caused by late submission, the difficulty of proving the extent of monetary loss, and the inconvenience of otherwise obtaining an adequate remedy at law.

B. MAXIMUM PAYMENT:
No maximum payment shall be specified for this contract.
5. **AWARD INFORMATION**
Title-IVE Funds
Emergency Services Assistance Allocations (ESAA) – Reunification
Emergency Services Assistance Allocations (ESAA) – Preservation
Multiple System Youth (MSY)

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

7. **DUPLICATE BILLING/OVERPAYMENT**
PROVIDER warrants that claims made to DCDJFS for payment, shall be for actual services rendered and do not duplicate claims made by PROVIDER to other sources of funding for the same services. In case

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of overpayments, PROVIDER agrees to repay DCDJFS the amount of overpayment and that to which it is entitled.

8. INFORMATION REQUIREMENTS

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

9. AVAILABILITY AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS may deem necessary, PROVIDER shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Contract. DCDJFS and the above named parties shall be permitted by PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

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

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

10. INDEPENDENT FINANCIAL RECORDS

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

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

11. SERVICE DELIVERY RECORDS

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

12. RESPONSIBILITY OF AUDIT EXCEPTIONS

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

13. INDEPENDENT CONTRACTORS

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

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

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

Because PROVIDER has been designated as an independent contractor or another classification other than public employee, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the PROVIDER and/or any of his/her officers, officials, employees,

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representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The PROVIDER acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed him/her of such classification and that no contributions will be made to OPERS. If the PROVIDER is an individual or has less than five (5) employees, the PROVIDER, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form ("Form"). DCDJFS shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

14. INDEMNIFICATION

PROVIDER shall provide indemnification as follows:

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

15. INSURANCE

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

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

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

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

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Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$1,000,000.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$1,000,000 Combined Single Limit. The Board of Delaware County Commissioners and the Department of Job & Family Services) must be named as "Additional Insured". The Board of Delaware County Commissioners must also be named as the Certificate Holder.

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

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

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$3,000,000 Combined Single Limit. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio. The insurer shall provide thirty (30) days written notice to DCDJFS before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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

During the life of the Contract, the Board, DCDJFS, may require PROVIDER to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default. In addition to the rights and protections provided by the insurance policies as required above, the Board, DCDJFS, shall retain any and all such other and further rights and remedies as are available at law or in equity.

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

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

16. CONFLICT OF INTEREST

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

17. EVALUATION AND MONITORING

Monitoring is required by ORC 5101:2-47-23.1. Such monitoring will take place during the contract service period, utilizing a monitoring format and checklist developed by the DCDJFS. The checklist will be used to sign-off and confirm agreement on the items that are non-compliant with contract terms and deliverables. PROVIDER will be required to develop a plan, approved by the DCDJFS, to correct noncompliance issues within a term defined by the DCDJFS.

DCDJFS shall conduct Risk Assessment monitoring during the contract service period and annually for contracts where the service period (and its related service period extensions) exceeds 12 months.

18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY

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

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

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

B. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the aggrieved Party shall provide thirty (30) days written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. WAIVER:

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

D. LOSS OF FUNDING:

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

20. SAFEGUARDING OF CLIENT

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

21. CIVIL RIGHTS

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

22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED

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

23. DRUG-FREE WORKPLACE

PROVIDER agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy.

PROVIDER shall make a good faith effort to ensure that all of its and any of its officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

24. FINDINGS FOR RECOVERY

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

25. ASSURANCES AND CERTIFICATIONS

PROVIDER assures and certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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from PROVIDER’s inclusion on the excluded parties list or PROVIDER’s delinquent federal debt.

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

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

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

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

26. NOTICES

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

PROVIDER: Kimberly Blair Executive Director	Delaware County Job and Family Services Robert A. Anderson Director
Mid-Ohio Psychological Services, Inc. 2238 S. Hamilton Road Ste #200 Columbus, Ohio 43232	Delaware County Job and Family Services 145 N. Union St., 2 nd Floor Delaware, Ohio 43015

27. GOVERNING LAW

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

28. SEVERABILITY

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

29. ENTIRE AGREEMENT

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

30. SIGNATURES

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

31. EFFECT OF SIGNATURE

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

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

14
RESOLUTION NO. 25-988

IN THE MATTER OF ADOPTING AN UPDATED TRAVEL AND EXPENSE REIMBURSEMENT POLICY:

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

WHEREAS, on March 12, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-250, approving, *inter alia*, the Delaware County Travel and Expense Reimbursement Policy to provide overall direction to officials and staff who travel for meetings, workshops, conferences, conventions, or other county related business; and

WHEREAS, the Board and its management staff have recognized the need to periodically review and revise policies and procedures to meet new requirements, provide clarification, and better serve the County’s

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officials, employees, volunteers, and the public; and

WHEREAS, the Deputy County Administrators recommend adopting an updated Delaware County Employee Travel and Expense Reimbursement Policy to incorporate provisions based on recent Ohio Ethics Commission Advisory Opinion No. 2025-02 and Ohio Auditor of State Bulletin 2025-012 regarding rewards and discount programs while traveling on public business;

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

Section 1. The Board hereby adopts the Delaware County Employee Travel and Expense Reimbursement Policy attached hereto and, by this reference, incorporated herein.

Section 2. This Resolution, and the Delaware County Employee Travel and Expense Reimbursement Policy adopted herein, shall supersede the policy approved in Resolution No. 20-250 and any and all prior inconsistent resolutions, regulations, policies, and provisions, effective immediately upon adoption of this Resolution.

Section 3. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

DELAWARE COUNTY TRAVEL AND EXPENSE REIMBURSEMENT

Subject	Effective	Supersedes	This Sheet	Total
Employee Travel and Expense Reimbursement Policy	11/20/2025	3/12/2020	1	5

1.0 Purpose

The establishment of guidelines for travel and expense reimbursement for attendance at business and professional organization meetings, training and conferences/conventions.

2.0 Scope

Elected Officials, Department Directors, Supervisors and Employees of Delaware County.

3.0 Distribution

Appointing Authorities, Offices, Departments, and Employees of Delaware County.

4.0 Definitions

County business traveler – means a Delaware County employee that has received approval from their supervisor to attend a business meeting, professional organization meeting, training or conference/convention.

Business related traveler - a person who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee will conduct county business and may be a vendor, a person from another political subdivision, board, or agency and traveling with the Delaware County employee for efficient use of resources (i.e. travel to and from the same training, business meeting or conference). Delaware County will not reimburse any related travel expenses for a business related traveler.

Non-county business related traveler – means a person, who is not a Delaware County employee, traveling with a Delaware County employee to a location where the Delaware County employee is to conduct county business and may be a family member, significant other, friend, or relative. Delaware County will not reimburse any related travel expenses for a non-county business related traveler.

5.0 Policy

Employees may be reimbursed for reasonable travel expenses incurred in the attendance at meetings, training, and conferences/conventions in order to support County operations and may include transportation costs, mileage, meals, lodging, and incidentals. The following policy will be used as a guideline in determining whether a travel expense is allowable and reimbursable and the procedure to follow in receiving reimbursement of those expenses. Employees are to utilize the most economic and efficient means of transportation when traveling.

Types of Travel

Routine Business Travel is travel by an official or county employee in the administration of a particular office, department or program activity, or which occurs in the performance of job-related

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duties and does not include overnight lodging. This type of travel typically supports attendance at a meeting with state and/or local government officials, business community members, and professional organizational meetings.

Training Travel is the travel by an official or county employee to participate in educational and/or staff development programs separate from a conference or convention which does not include overnight lodging. (This does not include travel for post-secondary education courses.)

Conference/Convention Travel is the travel by an official or county employee in (1) traveling out of the area on county business, typically requiring overnight lodging, or (2) attending a conference or convention of a job-related professional association or organization.

Required Prior Authorization

County business travelers shall report Routine Business Travel to the County business traveler's department director or supervisor, and seek pre-approval for all known expenses that will be incurred using the Conference Reimbursement Form. https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference_Reimb-10-1-22-1.pdf

Expenses that are not known before the Routine Business Travel shall be reported promptly upon the County business traveler returning to the office. All Training Travel and Conference/Convention Travel must be pre-approved by the County business traveler's department director and the Board of Commissioners, or County Administrator, using the Delaware County Conference Reimbursement Form located at the following link: <https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2023/01/2023-Mileage-Reimbursement-Form.pdf>

Out of State travel requests must include a completed Out of State Conference Authorization Request located at the following link:

<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Out-of-state-conf-request-and-summary-form-2.pdf>

Reimbursements

Mileage:

Employees should utilize a County vehicle, if one is available and its use is reasonable and efficient, whenever authorized to drive on County business on training or conference travel. If a County vehicle is unavailable, a rental vehicle may be secured if authorized.

- Employees driving their personal vehicle for county related business, training or conference travel may be reimbursed mileage at the current rate established by the IRS.
- When ride-sharing or carpooling is utilized, Delaware County will only pay for the mileage of one employee in the case where multiple employees are attending the same function and a personal vehicle is used for transportation. Payment will be to the owner/lessee of the vehicle.
- The use of a County vehicle will not be permitted if an employee takes a non-county business related traveler.
- In the event two employees are traveling to the same location, one takes a county vehicle, and the other elects to take their personal vehicle because the employee is traveling with a non-county business related traveler, then the employee utilizing their personal vehicle shall not be reimbursed for mileage.

Meals, Lodging, Transportation and Parking:

An employee on required approved business outside of Delaware County shall be reimbursed for meals, lodging, and parking expenses as follows:

Meals:

1. Reimbursement for meals and incidentals is only authorized for training and conference/convention travel. The reimbursement of meals is designed to offset the additional cost of travel, and not to entirely pay for the employee's meal expense while traveling. Employees shall not be eligible for reimbursement for meals included in the cost of training or conference/convention.
2. Reimbursement for meals, including reasonable gratuities not to exceed twenty percent (20%), shall be subject to the following limits: Breakfast - \$10.00, Lunch - \$15.00, Dinner - \$20.00. In the event that the travel is to a location where the reasonable cost of meals exceeds the limits specified herein, the employee shall request an additional meal allowance in the form submitted for preapproval.
3. Reimbursement eligibility starts for the employee upon departure of travel and ceases upon return to Delaware County. Employees are not eligible for reimbursement for additional travel time that was not necessary for the approved training and conference/convention travel.
4. Reimbursement for meals and incidentals shall be made on the Employee Reimbursement Request form. Itemized receipts are required to be submitted to the Auditor's office for the employee to receive reimbursement.

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5. Reimbursement for meals in Delaware County is not allowed unless these meals are pre-approved by the Board of Commissioners or designee through the required travel request/expense form.
6. The meal allowance cannot under any circumstances be used to pay for entertainment or alcoholic beverages.
7. If more than one employee is included in the same receipt, the limits stated herein shall be multiplied by the number of employees served.

Lodging:

The employee shall be reimbursed 100% for lodging that is pre-approved. The employee shall stay at the subject conference/convention lodging and in accordance with their negotiated room rack rates. If the conference/convention lodging is sold out, the employee shall find comparable accommodations, and the new location shall be subject to pre-approval. If the location is not pre-approved in accordance with this Policy, no reimbursement shall be made unless the following exceptions apply:

1. The pre-approved location is no longer available due to circumstances beyond the control of the employee (i.e. overbooking by the hotel, hotel fire, etc.),
2. The employee cannot return home or cannot reach the destination of a pre-approved location due to transportation problems (i.e. weather, flight cancellation, County vehicle malfunction, etc.) beyond the employee's control, or
3. Other reasonable exceptions acceptable by the Board of Commissioners or designee upon presentation.

Employees should make every attempt to arrange direct payment by the County to avoid taxes. Employees should review options to have the County directly invoiced or to bring payment warrants to the hotel.

Airfare:

Employees will make all reasonable efforts to obtain cost-effective flights. No first-class flights will be permitted. Reimbursement for luggage shall be reasonable and will not exceed one checked bag per employee. If an exception is needed, an employee must request it in advance.

Parking:

Employees on business outside of Delaware County shall be approved for the reasonably necessary cost of parking upon presentation of a valid, dated receipt.

Taxi Use, Ride Share, Transfers, and Rental Cars:

Employees will be reimbursed for the actual cost of taxis, ride shares, transfers (bus, train, subway, etc.), and rental cars used while on official county business. Employees must provide documentation of such use as defined below. A reasonable gratuity, not to exceed twenty percent (20%), may be reimbursed if the gratuity is included on the receipt. Employees shall obtain and will be reimbursed for the basic (liability and property) insurance coverage offered by rental companies when renting vehicles.

Emergency Expenses:

In the case of accidents, mechanical failures, and/or other uncontrollable incidents involving a County vehicle or other transportation other than personal vehicles (e.g. flat tires, departure delays, etc.), the employee will be reimbursed for the actual expenses incurred to accommodate the emergency upon submission of proper documentation.

Rewards and Incentives:

Employees shall make every attempt to arrange direct payment by the County for all expenses. To the extent direct payment by the County is not possible or practical, employees may make payment by personal means and request reimbursement in accordance with this Policy. Payment by personal means may result in the employee earning rewards, points, miles, or other incentives from airlines, hotels, travel vendors, credit card vendors, or other third parties (collectively, "Rewards"). An employee is generally not prohibited from earning Rewards and retaining the Rewards for personal use, provided the following conditions are met:

1. The Rewards are earned the same way as members of the general public would earn them;
2. The Rewards do not impose additional costs to the County;
3. The employee does not select a service or vendor based on whether it provides Rewards;
4. The employee makes reasonable efforts to secure the lowest cost alternative, without regard to Rewards;
5. The employee shall not seek reimbursement for any amount that is greater than the amount actually owed to the employee's credit card issuer (e.g., reimbursement for use of Rewards);

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- 6. The employee shall report on the reimbursement request form whether the employee has earned or used any Rewards in relation to the requested reimbursement;
- 7. The employee shall maintain all records pertaining to Rewards earned or used in relation to requested reimbursement and make the records available for audit promptly upon request;
- 8. The Rewards are not the result of an expense incurred on behalf of another person, whether or not the person was a county employee; and
- 9. An employee responsible for booking conferences, events, or group travel is prohibited from personally using any Rewards earned in connection with such official responsibilities.

This section of the Policy pertaining to Rewards is intended to be consistent with Ohio Ethics Commission Advisory Opinion No. 2025-02 and AOS Bulletin 2025-012. Employees are required to adhere to all applicable Ohio ethics laws and report any violations.

Documentation

Requests for travel expense reimbursement shall be itemized on the Delaware County Overnight Training / Reimbursement Form located at the following link:

https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2022/09/Conference_Reimb-10-1-22-1.pdf

Mileage / Parking Reimbursement Form Link:

<https://humanresources.co.delaware.oh.us/wp-content/uploads/sites/15/2023/01/2023-Mileage-Reimbursement-Form.pdf>

The point of origin and destination shall be indicated for each trip in sufficient detail to account for the mileage being claimed for reimbursement. Mileage the employee incurs, or would have incurred, driving to and from work is generally deducted from the overall amount of mileage being claimed for reimbursement, subject to supervisor review and approval.

Allowable expenses submitted for reimbursement must be accompanied by an original receipt and applicable authorizations. The employee shall make every attempt to obtain a receipt that documents the detail of the expense. Generally, non-detailed receipts will not be honored. In the event a detailed receipt cannot be obtained the employee must justify the expenditure to the satisfaction of his supervisor prior to approval of the expenditure for reimbursement. The supervisor shall review the reimbursement form and attachments for accuracy, and forward approved travel documents to the Auditor's Office for payment after receiving the required signatures.

Timely Submission:

Expenses incurred for travel should be submitted on the Delaware County Accountable Fringe Benefit Plan / Overnight Conference / Training Reimbursement Form by the 10th of the following month. Requests for reimbursement received after the 10th may not be reimbursed until the following month. All requests for reimbursement must be submitted within ninety (90) days of the expense or will be forfeited.

Professional Conduct:

Attendance at trainings, conferences, and meetings on behalf of Delaware County is a privilege of employment. Employees are representing Delaware County and must adhere to all applicable policies and procedures of the employee's department and the county overall. Employees' conduct, behavior and interactions are expected to always be professional and appropriate. These expectations apply to participants, speakers, attendees, etc., to maintain the reputation of Delaware County and the integrity of the event. Failure to adhere to the requirements of this policy and other applicable policies, providing false or misleading documentation, or failing to attend an approved training, conference or event without proper authorization may be grounds for disciplinary action up to and including termination from employment.

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

15
RESOLUTION NO. 25-989

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR EVANS FARM
ARROWHEAD, SECTION 1:

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

WHEREAS, Pulte Homes of Ohio, LLC, has submitted the plat of subdivision for Evans Farm Arrowhead, Section 1, including related development plans, and requests approval thereof by the Board of Commissioners of Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat of subdivision for Evans Farm Arrowhead, Section 1:

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Evans Farm Arrowhead, Section 1:

situated in the state of Ohio, county of Delaware, Township of Berlin, Township 4, Range 18, Section 3, Farm Lot 15, United States Military Lands, containing 21.152 acres of land, more or less, being all of that 21.152 acre tract of land conveyed to Pulte Homes of Ohio, LLC, a Michigan limited liability company, of record in official record, page in County Recorder’s Office, Delaware, Ohio.

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

16
ADMINISTRATOR REPORTS

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

17
COMMISSIONERS’ COMMITTEES REPORT

Commissioner Merrell – will be attending a COIC meeting today. He attended the OWU Economic meeting on 11/18/25.

Commissioner Benton – Announced the Budget will be finalized on Monday; he will be attending a Regional Planning meeting and a CEBCO meeting.

Commissioner Lewis – presentation with the Prosecutor’s Office today for new Trustees.

18
RESOLUTION NO. 25-990

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

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 of a Public Employee or a Public Official, to consider the Purchase of Property for Public Purposes and for Pending or Imminent Litigation.

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

19
RESOLUTION NO. 25-991

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

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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners