

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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

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

9:45 A.M. Public Hearing On The Application To Add Certain Real Property To The Concord/Scioto Community Authority District

**1**  
RESOLUTION NO. 26-385

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 4, 2026:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 4, 2026; 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 Absent Mr. Merrell Aye Mr. Benton Aye

**2**  
PUBLIC COMMENT

**3**  
RESOLUTION NO. 26-386

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0605, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0605:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0605, memo transfers in batch numbers MTAPR0605, and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R2603452	AT & T MOBILITY LLC	CRADLEPOINT ROUTER FRAZIER MEDICS	10011303 - 5260	\$ 9,388.16
R2603452	AT & T MOBILITY LLC	PANORAMA ANTENNAS FRAZIER MEDICS	10011303 - 5201	\$ 1,910.24

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

**4**  
RESOLUTION NO. 26-387

IN THE MATTER OF APPROVING AN AMENDMENT TO THE USE OF PROCUREMENT CARDS FOR THE HUMAN RESOURCES DEPARTMENT:

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

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, approving a policy for the use of county procurement cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the policies and procedures for the county procurement card program; and

WHEREAS, the Board has authorized the use of the county procurement cards to pay for specific classes of

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

work related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement card to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

**New Card for Yvetta Schwartz:**

Appointing Authority: Commissioners  
Office/Department: Human Resources

Daily spending per card: \$1,000  
Monthly spending per card: \$3,000  
Single transaction limit: \$1,000  
Daily number of transactions per card: 2  
Monthly number of transactions per card: 5  
Department Coordinator: Justin Nahvi

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

**5  
RESOLUTION NO. 26-388**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND ADRIEL SCHOOL, INC., FOR THE PURCHASE OF RESPITE CARE, SUPERVISED VISITATION, FAMILY COACHING, AND ENHANCED VISITATION SERVICES:**

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

WHEREAS, the Director of Job & Family Services recommends approval of the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Adriel School, Inc., for the purchase of respite care, supervised visitation, family coaching, and enhanced visitation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Adriel School, Inc., for the purchase of respite care, supervised visitation, family coaching, and enhanced visitation services:

**CONTRACT for the PURCHASE OF  
RESPITE CARE, SUPERVISED VISITATION, FAMILY COACHING, and ENHANCED  
VISITATION SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
ADRIEL SCHOOL, INC.**

This Contract is entered into this 8<sup>th</sup> day of June, 2026 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 Delaware County Family and Children First Council (hereinafter, "DCFCFC") whose address is 145 North Union Street, Delaware, Ohio 43015 (collectively "Agencies"), and Adriel School, Inc.. (hereinafter, "PROVIDER") whose address is P.O. box 188 West Liberty, Ohio 43357 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

WHEREAS, PROVIDER provides respite care, supervised visitation, family coaching, and enhanced visitation services to citizens in Ohio; and,

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

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

WHEREAS, PROVIDER is willing to provide such services or contract out for services; and,

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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## STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

## 1. PURPOSE OF CONTRACT

The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS and/or DCFCFC, will provide respite care, supervised visitation, family coaching, and enhanced visitation 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 – Adriel Supervised Visitation, Family Coaching, and Enhanced Visitation Services  
Appendix II – Adriel Respite Care Services

## 2. TERM

This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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

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

Appendix I – Adriel Supervised Visitation, Family Coaching, and Enhanced Visitation Services  
Appendix II – Adriel Respite Care Services

## 4. FINANCIAL AGREEMENT

## A. PAYMENT PROCEDURES:

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

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

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

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

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

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

## B. MAXIMUM PAYMENT:

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS and/or DCFCFC, the lesser of the following: (1) The maximum amount of five thousand dollars and no cents (\$5,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of five thousand dollars and no cents (\$5,000.00).

## 5. AWARD INFORMATION

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

## 6. LIMITATION OF SOURCE OF FUNDS

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

---

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

**7. DUPLICATE BILLING/OVERPAYMENT**

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

**8. INFORMATION REQUIREMENTS**

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

**9. AVAILABILITY AND RETENTION OF RECORDS**

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

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

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

**10. INDEPENDENT FINANCIAL RECORDS**

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

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

**11. SERVICE DELIVERY RECORDS**

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

**12. RESPONSIBILITY OF AUDIT EXCEPTIONS**

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

**13. INDEPENDENT CONTRACTORS**

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

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

DCDJFS, DCFCFC, and Delaware County are public employers as defined in R.C. § 145.01(D). The Parties acknowledge and agree that PROVIDER is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties.

PROVIDER also agrees that, as an independent contractor, PROVIDER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

---

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

15. INSURANCE

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

Prior to commencement of this Contract, PROVIDER shall present to the Board, DCDJFS, and DCFCFC, current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 and DCFCFC before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

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

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

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

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

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

#### 16. CONFLICT OF INTEREST

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

#### 17. EVALUATION AND MONITORING

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

**18. RESPONSIBILITY FOR BOARD / DCDJFS PROPERTY**

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

**19. TERMINATION**

**A. TERMINATION FOR THE CONVENIENCE:**

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

**B. BREACH OR DEFAULT:**

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

**C. WAIVER:**

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

**D. LOSS OF FUNDING:**

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

**20. SAFEGUARDING OF CLIENT**

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

**21. CIVIL RIGHTS**

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

**22. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED**

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

**23. DRUG-FREE WORKPLACE**

Provider agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 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.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

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

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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 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:	Delaware County Job and Family Services
Adriel School, Inc.	Delaware County Family and Children First Council
Todd Hanes	Robert A. Anderson
CEO	Director
Adriel School, Inc.	Delaware County Job and Family Services
P.O. Box 188	145 N. Union St., 2 <sup>nd</sup> Floor
West Liberty, Ohio 43357	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.

**Appendix I**  
**Adriel Supervised Visitation, Family Coaching, and Enhanced Supervision Services**  
**07/01/2026 through 06/30/2027**

Under this contract the following services may be provided:

Supervised Visitation \_\_\_\_\_  
Family Coaching \_\_\_\_\_  
Enhanced Visitation \_\_\_\_\_

Subject to terms and conditions set forth in this contract, Adriel agrees to perform the following services through its programs. It is understood that services provided will be supervising visitations of children who are in the custody of DCDJFS or DCFCFC (Supervised Visitation), providing coaching services to all participating family members in order to strengthen the parent-child relationship and work toward maintaining the family structure (Family Coaching) and/or a combination of these services working toward family reunification (Enhanced Visitation).

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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The following Supervised Visitation services will be provided:

- Provide supervised visitations;
- Assure that children are well cared for during their visitations;
- Coordinate services among all involved parties;
- Survey of adults using this service.
- Billable services include; orientation meeting with family, visitation time; required time for no contact orders for early arrival or late dismissal, team meetings (in person, by video, by telephone) and court participation if invited or a subpoena is received.

Families receiving visitation services will be separated by tiers based on the level of supervision required. Tier 1 families require constant, eyes-on supervision from one monitor; Tier 2 families may have unsupervised time with visual checks every 15 minutes; High Risk families require two monitors to be present for the full visit based on the known risk factors.

The following Family Coaching services will be provided:

- Provide coaching services, including but not limited to teaching, encouragement, assigning tasks, modeling, information and referral services, and implementing structure and routine in the family home;
- Services provided will be based in the Teaching Family Model;
- Survey adults using this service to gauge satisfaction;
- Promote and encourage positive lifestyles, positive parenting, and family stability;
- Create Family Service Plans based on a family assessment;
- Promote and encourage self-sufficiency and self-advocacy;
- Coordinate services among all involved parties.
- When invited attend team meeting; school meeting; court
- Billable Services include; face to face, team meetings, school meetings, attendance and/or services provided by video and/or telephone when prior authorization is received from referral agency and court participation if invited or a subpoena is received.

The following Enhanced Visitation will be provided:

- Provide supervised visitation;
- Provide coaching services, as described above, to participating family members;
- Create Family Service Plans based on a family assessment;
- Attend team meetings to ensure continuity of family care, as required;
- Survey of adults using this service to gauge satisfaction;
- Assure that children are well cared for during their visitations;
- Coordinate services among all involved parties.
- When invited to attend team meetings; school meetings; court.
- Billable Services include; orientation meeting with family, visitation time; additional coaching time requested before or after the visitation time; required time for no contact orders for early arrival or late dismissal; team meetings (in person, by video, by telephone) and court participation if invited or a subpoena is received.

#### Billing and Payment

DCDJFS or DCFCFC agrees to compensate Adriel as follows:

- \$55.00 for each hour of Supervised Visitation;
- \$55.00 for each hour of Private Pay Supervised Visitation;
- \$71.00 for each hour of Supervised Visitation provided to High Risk families;
- \$65.00 for each hour of Family Coaching service;
- \$65.00 for each hour of Enhanced Visitation service;

All service time will be calculated in ¼ hour increments for service provided; which includes, home visits, team meetings, court or meetings that a coach or monitor is present via telephone or video. Note - the coach or monitor must be invited to attend the meetings, or receive a subpoena from the court.

The following services/areas are provided in this Contract:

- Salary & Payroll related expenses
- Supplies
- Travel and/or Mileage
- Contract and Professional services
- Documentation

Invoices will be sent each month to DCDJFS and DCCFC within 10 days of the end of the service month. The invoices will include the number of adults and children that were served during the service month. Adriel shall make all reasonable efforts to include all service provided during the service month on the invoice. DJFS will make payment within 30 days after the receipt of the invoice by the Fiscal Department, for all invoices received in accordance with the terms of this contract.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

Monthly Progress Reports will be submitted to DCDJFS and DCFCFC by the 10<sup>th</sup> of each month, following the month in which services were provided. The monthly progress report will include a roster of children served, number of adults served, number of units scheduled, number of units attended, “no shows” or cancellations, any referrals made, and a progress narrative

**Appendix II  
Adriel Respite Care Services  
07/01/2026 through 06/30/2027**

Compensation:

Respite care services shall be provided at a per diem rate of \$122.00/day.

Scope of Respite Care Services

Provider shall provide confidential, short-term temporary relief of child-caring responsibilities for a parent, guardian or kinship caretaker from licensed foster parents through Adriel School, Inc. Respite care shall not be provided for more than two consecutive weeks unless provided in a specialized/treatment foster home. Services are available at any hour during the week or weekend. Services shall be provided to youth age’s birth through 18 years of age.

Obligations of DCDJFS and DCFCFC:

1. DCDJFS or DCFCFC must reimburse the Provider within 30 days of receipt of the Provider’s invoice.
2. DCDJFS or DCFCFC must provide to Provider, prior to the first scheduled respite or within three days of emergency respite, all necessary information on the medical, educational, behaviors, psychological and social history of the client.
3. DCDJFS or DCFCFC will provide regular contact to the Provider to ensure updates on client and care are given as necessary.
4. DCDJFS or DCFCFC will complete all required documentation in the respite packet prior to provision of first respite occurrence.
5. DCDJFS or DCFCFC must provide a medical screen for any youth that will be in the respite for 5 working days or more.

Obligation of the Provider

1. Provider must send an invoice for services actually rendered during the calendar month to DCDJFS or DCFCFC by the 15<sup>th</sup> of the following month in which services were rendered.
2. Provider must assure that youth attend their home school each day.
3. Provider must notify DCDJFS or DCFCFC if any circumstances arise that would prevent the Provider to fulfill any of the terms of this agreement.
4. Provider must notify DCDJFS or DCFCFC of all emergencies or other situations that jeopardize the safety and/or welfare of the client.
5. Provider will complete a summary of the respite occurrence to be kept in the client’s digital file at Provider’s location. A copy will be provided to DCDJFS of DCFCFC.
6. Provider will maintain confidentiality of all information regarding the client in accordance with State and Federal laws. Provider agrees that the use of disclosure by any party of any personal identifiable information concerning the client for any purpose not directly related to the administration of DCDJFS, DCFCFC, and Provider’s responsibilities with respect to delivery of services is prohibited, except upon written consent from the client or their parent or guardian.
7. Provider will maintain documentation of all services billed and provide a monthly written report of services provided by the end of the month following the month in which services were rendered.
8. Provider will assure that all foster homes used for respite services are in good standing.

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

**6  
RESOLUTION NO. 26-389**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND MARION COUNTY (FAMILY COURT) D/B/A C.A.R.E.F.I.T. CENTER FOR SUPERVISED VISITATION SERVICES:**

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

WHEREAS, the Director of Job & Family Services recommends approval of the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Marion County (Family Court) dba C.A.R.E.F.I.T. Center for supervised visitation services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Marion County (Family Court) dba C.A.R.E.F.I.T. Center for supervised visitation services:

**CONTRACT FOR SERVICES OF SUPERVISED VISITATION SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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**AND  
MARION COUNTY (FAMILY COURT) dba C.A.R.E.F.I.T. CENTER**

This Contract is entered into this 8th day of June, 2026 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 Marion County (Family Court) dba C.A.R.E.F.I.T. Center (hereinafter, "PROVIDER") whose address is 1440 Mt. Vernon Ave., Marion, Ohio 43302 (hereinafter singly "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

WHEREAS, PROVIDER provides supervised visitation services to citizens in Ohio; and,

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

- Emergency Services Assistance Allocations (ESAA) – Reunification
- IV-E Adoption Assistance
- IV-E Foster Care

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 supervised visitation 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 – Family Handbook
- Appendix II – Introduction Form
- Appendix III – Off-Site Supervised Visitation Policy
- Appendix IV – Policy for Request of Records
- Appendix V – Supervised Visitation Monitoring Report

**2. TERM**

This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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**

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

- Appendix I – Family Handbook
- Appendix II – Introduction Form
- Appendix III – Off-Site Supervised Visitation Policy
- Appendix IV – Policy for Request of Records
- Appendix V – Supervised Visitation Monitoring Report

**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](mailto: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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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:**

PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of one thousand dollars and no cents (\$1,000.00) or (2) the amount of actual expenditures made by PROVIDER for purposes of provided the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of one thousand dollars and no cents (\$1,000.00).

**5. AWARD INFORMATION**

Emergency Services Assistance Allocations (ESAA) – Reunification  
IV-E Adoption Assistance  
IV-E Foster Care

**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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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") 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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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.

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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, 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**

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 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.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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

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

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

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:  
James Landon  
Administrative Director  
Marion County, Family Court  
1440 Mt. Vernon Ave.,  
Marion, Ohio 43302

Delaware County Job and Family Services  
Robert A. Anderson  
Director  
Delaware County Job and Family Services  
145 N. Union St., 2<sup>nd</sup> 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.

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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. Benton            Aye            Mrs. Lewis            Absent            Mr. Merrell            Aye

**7**

**RESOLUTION NO. 26-390**

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

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

WHEREAS, the Director of Job & Family Services recommends approval of the second amendment to the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Nesco Resource, LLC for temporary employment and payroll services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following second amendment to the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and Nesco Resource, LLC for temporary employment and payroll services:

**SECOND AMENDMENT TO CONTRACT FOR  
TEMPORARY EMPLOYMENT AND PAYROLL SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
NESCO RESOURCE, LLC**

This Second Amendment is entered into this 8th day of June, 2026 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015 on behalf of Delaware County Department of Job and Family Services (hereinafter, "DCDJFS), and Nesco Resource, LLC (hereinafter, "PROVIDER") whose address P.O. Box 901372, Cleveland, Ohio 44190 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for Temporary Employment and Payroll services on July 1, 2024.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
  - a. The contract service period shall be extended for the service period July 1, 2026 through June 30, 2027.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract, not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

**8**

**RESOLUTION NO. 26-391**

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE COUNTY TRANSIT BOARD TO PROVIDE TRANSPORTATION SERVICES TO CLIENTS:**

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

WHEREAS, the Director of Job & Family Services recommends approval of the first amendment to the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board to provide transportation services to clients;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following first amendment to the contract between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board to provide transportation services to clients:

**FIRST AMENDMENT TO CONTRACT FOR  
TRANSPORTATION SERVICES  
BETWEEN THE DELAWARE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AND  
DELAWARE COUNTY TRANSIT BOARD**

This First Amendment is entered into this 8<sup>th</sup> day of June, 2026 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 Delaware County Transit Board (hereinafter, "PROVIDER") whose address 119 Henderson Court, Delaware, Ohio 43015 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for transportation services on July 1, 2025.

WHEREAS, the parties now desire to extend and amend the Contract via this First Amendment.

NOW THEREFORE, the Parties agree as follows:

1. Extension. Pursuant to Section 2 "Term of the Contract," the contract service period is extended for the service period July 1, 2026 through June 30, 2027.
2. Amendments.
  - a. Section 1 "Purpose of Contract" is deleted in its entirety and shall have no effect as related to this First Amendment. It is replaced with the following:  
 "The purpose of this Contract is to state the covenants and conditions under which PROVIDER, for and on behalf of DCDJFS, will provide transportation services (hereinafter collectively "Services") to clients in Delaware County, Ohio. Services to be provided are described in detail and/or set forth in:  
 Delaware County Transit Board Proposal, dated April 1, 2025."
  - b. Section 14 "Indemnification" is deleted in its entirety and shall have no effect as related to this First Amendment. It is replaced with the following:  
 "Section 14 Parties Responsible for Their Own Actions. The Parties are governmental entities/political subdivision and lack authority to indemnify. Therefore, the Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omission and/or the negligence, actions, inaction, and/or omissions of their respective board members, officials, officers, employees, directors, agents, representatives, and/or volunteers resulting from the performance of this Contract."
  - c. Section 6 "Limitation of Source of Funds," Section 17 "Evaluation and Monitoring," and Section 18 "Responsibility for Board/DCDJFS Property" are deleted in their entirety and shall have no effect as related to this First Amendment.
3. Section 4B "Maximum Payment" is unchanged.

Pursuant to Section 4B "Maximum Payment," Provider agrees to accept as full payment for services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of the three hundred thousand dollars and no cents (\$300,000.00) or (2) the amount of actual expenditures made by Provider for purposes of provided the services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of three hundred thousand dollars and no cents (\$300,000.00). Current rates provided in Appendix I (attached).

4. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

First Amendment on such principal’s behalf.

5. Conflicts

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

6. Terms of Agreement Unchanged

All terms and conditions of the Contract, not changed by this First Amendment remain the same, unchanged, and in full force and effect.

**Appendix I  
Transportation Service Rates**

Rates quoted should be for each one-way trip.

Rates quoted should be for one (1) passenger. Additional passengers quoted on separate line items.

Rates quoted should include appropriate units (\$, \$/mile, \$/minute, \$/hour, etc.)

Cost Description	Both Origination & Destination Within the City of Delaware	Both Origination & Destination Within Delaware County	Origination or Destination Within the State of Ohio but Outside of Delaware County
Minimum Fixed Trip Charge	Flat Rate – See Below	Flat Rate – See Below	Flat Rate – See Below
One Way Trip (Primary Passenger)	Flat Rate – See Below	Flat Rate – See Below	Flat Rate – See Below
Charge for First Additional Passenger	No Charge	No Charge	No Charge
Charge for Second Additional Passenger	No Charge	No Charge	No Charge
Charge for Three or More Additional Passengers	Billed as an additional trip	Billed as an additional trip	Billed as an additional trip
Wait Time Charges	No Charge	No Charge	No Charge
“No-Show” Charges	Included in Flat Rate	Included in Flat Rate	Included in Flat Rate
Cancellation Charges	Included in Flat Rate	Included in Flat Rate	Included in Flat Rate
Special Needs Charges	No Charge	No Charge	No Charge
Flat Rate – 0-5 Miles	\$17.50	\$17.50	\$17.50
Per Mile over 5 Miles in additional to Fixed Trip Charge	\$4.25	\$4.25	\$4.25
Administrative Charge Per Trip	\$4.15	\$4.15	\$4.15
Charge for No-Show per occurrence	\$25.00	\$25.00	\$25.00
Charge for Cancellation per occurrence	\$25.00	\$25.00	\$25.00

- Individual Passenger Trip Contracts
  - \$17.50 Flat Rate Trip Fee for all scheduled trips which have been reserved and drivers assigned. For this purpose, “TRIP” is a one-way reserved and scheduled trip request.
  - Trips 0-5 miles will be billed for just the Flat Trip Fee.
  - Trips over 5 miles will be charged \$4.25 per mile for each mile over 5 miles in addition to the Flat Trip Fee.
  - No-Show and Cancellation rates will be charged \$25.00 per occurrence. The return trip is automatically cancelled.
  - A \$4.15 administrative fee will be charged per one way trip.

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

**9  
RESOLUTION NO. 26-392**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR FAMILY AND CHILDREN FIRST COUNCIL:**

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

**Transfer of Funds**

From	To	
77361610-5801	70161603-4601	\$2,365.59

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

Family Centered Svs & Support/Transfers	FCFC General/Interfund Revenue
77361611-5801	70161603-4601 \$3,456.00
Multi-System Youth/Transfers	FCFC General/Interfund Revenue
77361612-5801	70161603-4601 \$8,217.46
Flexible Funding Pool/Transfers	FCFC General/Interfund Revenue

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

**10**

**RESOLUTION NO. 26-393**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE SOCIAL SERVICES BLOCK GRANT TITLE XX PLAN FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR FY2027/2028 SIGNATURE AUTHORIZATION:**

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

WHEREAS, the Family Services Planning Committee approved the proposed FY2027/2028 Social Services Block Grant (SSBG) Title XX Plan; and

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

WHEREAS, the Director of Job & Family Services recommends approval of the FY2027/2028 signature authorization by the Delaware County Board of Commissioners on the SSBG Title XX Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the FY2027/2028 signature authorization on the SSBG Title XX Plan.

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

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

**11**

**RESOLUTION NO. 26-394**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS BUCKEYE RANCH, INC.; GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA; NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC; NEW MERCY OUTREACH, INC.; NATIONAL YOUTH ADVOCATE PROGRAM; QUALITY CARE, INC.; OHIOMHAS – KEYSTONE RICHLAND CENTER, LLC DBA FOUNDATIONS FOR LIVING; OHIOMHAS – EASTWAY CORPORATION; OHIOMHAS – CORNELL ABRAXAS GROUP, LLC; AND UMCH FAMILY SERVICES:**

It was moved by Mr. Merrell, seconded by Mr. Benton, 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 contracts, first amendments, and second amendments with Buckeye Ranch, Inc.; George Junior Republic in Pennsylvania; New Beginnings Residential Treatment Center, LLC; New Mercy Outreach, Inc.; National Youth Advocate Program; Quality Care, Inc.; OhioMHAS – Keystone Richland Center, LLC DBA Foundations for Living; OhioMHAS – Eastway Corporation; OhioMHAS – Cornell Abraxas Group, LLC; and UMCH Family Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers Buckeye Ranch, Inc.; George Junior Republic in Pennsylvania; New Beginnings Residential Treatment Center, LLC; New Mercy Outreach, Inc.; National Youth Advocate Program; Quality Care, Inc.; OhioMHAS – Keystone Richland Center, LLC DBA Foundations for Living; OhioMHAS – Eastway Corporation; OhioMHAS – Cornell Abraxas Group, LLC; and UMCH Family Services:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
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COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

<p><b>Name:</b> Buckeye Ranch, Inc.</p> <p><b>Address:</b> 5665 Hoover Road Grove City, Ohio 43123</p> <p><b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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**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  
BUCKEYE RANCH, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Buckeye Ranch, Inc. (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

**A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) 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.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

**I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto:Delaware-invoices@jfs.ohio.gov).

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

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

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

Signature	Date
Printed Name	
Title	

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

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

**Section 2 - Miscellaneous**

- A. Exhibits to Agreement.**
  1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
  2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
  3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
  1. OPERS Independent Contractor/Worker Acknowledgement.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

**E. Signatures.**

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

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

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

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Buckeye Ranch, Inc. (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
Buckeye Ranch, Inc.**

Service Description	IV-E Provider #	Maint Total	Admin Total	Other Total	Total
Level 1 Traditional Foster Care	30176	\$36.00	\$74.00	\$3.00	\$113.00
Level 2 Specialized Foster Care	30177	\$41.00	\$74.00	\$3.00	\$118.00
Level 3 Exceptional Foster Care	30178	\$49.00	\$92.40	\$3.00	\$144.40
Level 4 Intensive Foster Care	30179	\$61.00	\$92.40	\$3.00	\$156.40
Level 5 HAY Foster Care	30438	\$180.25	\$112.00	\$104.21	\$396.46
Intensive Care Center	20193	\$760.50	\$27.00		\$787.50
Intensive Care Center 1:1	20193	\$760.50	\$27.00	\$404.25	\$1,191.75
Independent Living	n/a			\$216.30	\$216.30

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><b>Name:</b> George Junior Republic</p> <p><b>Address:</b> 233 George Junior Road Grove City, PA 16127</p> <p><b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027</p>	<p>A. Maintenance</p> <p>B. Administration</p> <p>C. Case Management</p> <p>D. Transportation</p> <p>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)</p> <p>F. Behavioral Healthcare</p> <p>G. Other costs - (any other cost the Agency has agreed to participate in)</p>

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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  
GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA**

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 George Junior Republic in Pennsylvania (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto:Delaware-invoices@jfs.ohio.gov).

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

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

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

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

Signature	Date
Printed Name	
Title	

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

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

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

**E. Signatures.**

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 GEORGE JUNIOR REPUBLIC IN PENNSYLVANIA**

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 George Junior Republic in Pennsylvania ("Provider") ("Second Amendment") is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("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](mailto: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](mailto:rachel.layne@jfs.ohio.gov)."

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
George Junior Republic in Pennsylvania**

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Behavioral Healthcare Per Diem	Other Per Diem	Total Per Diem
Regular Residential	3189657	\$201.85	\$13.62	\$5.81	\$20.11	\$241.39
Drug & Alcohol (20546)	3189660	\$250.81	\$9.29	\$8.93	\$22.25	\$286.32
Diagnostic (20543)	3189661	\$295.62	\$11.78	\$26.91	\$28.66	\$362.97
Special Needs (20545)	3189658	\$332.57	\$22.25	\$33.07	\$28.57	\$416.46
Intensive Supervision (20765)	3189659	\$374.10	\$23.92	\$30.40	\$31.23	\$459.65

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Name:</b> New Beginnings Residential Treatment Center LLC <b>Address:</b> 100 Broadway Ave. Youngstown, Ohio 44505  <b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT  
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW  
BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and New

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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Beginnings Residential Treatment Center, LLC (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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](mailto:Delaware-invoices@jfs.ohio.gov).

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

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

Signature	Date
Printed Name	
Title	

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

**Section 2 - Miscellaneous**

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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**PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW BEGINNINGS RESIDENTIAL TREATMENT CENTER, LLC**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and New Beginnings Residential Treatment Center, LLC (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
New Beginnings Residential Treatment Center, LLC**

Service Description	Maintenance Per Diem	Administration Per Diem	Transport – Maintenance	Transport – Admin	Other Direct Services	Other	Total Per Diem
Broadway Avenue (20745)	\$205.92	\$128.20	\$14.62	\$22.62	\$37.22	\$120.80	\$529.38
Goleta Avenue (20710)	\$205.92	\$128.20	\$14.62	\$22.62	\$37.22	\$120.80	\$529.38

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<p><b>Name:</b> New Mercy Outreach, Inc.</p> <p><b>Address:</b> 1221F S. Trimble Road Mansfield, Ohio 44907</p> <p><b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027</p>	<p>A. Maintenance</p> <p>B. Administration</p> <p>C. Case Management</p> <p>D. Transportation</p> <p>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)</p> <p>F. Behavioral Healthcare</p> <p>G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and New Mercy Outreach, Inc. (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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:

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto: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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so

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

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

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

**Section 2 - Miscellaneous**

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

**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 NEW MERCY OUTREACH, INC.**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and New Mercy Outreach, Inc. (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. 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.”

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

- 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.
- E.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
New Mercy Outreach, Inc.**

Level of Service:	Therapeutic Foster Care
IV-E Provider Number	#30427
Program Name	<b>Family Foster Home</b>
Maintenance	\$ 35.55
Administration	\$ 60.00
Case Management	\$10.02
Transportation (Maint)	\$ 0.00
Other Direct Services	\$ 2.48
Transportation Administration	\$ 0.38
Other	\$ 3.76
<b>Total Per Diem</b>	<b>\$ 112.19</b>

Level of Service:	Therapeutic Foster Care
IV-E Provider Number	#30428
Program Name	<b>Special Needs</b>
Maintenance	\$ 48.42
Administration	\$ 65.00
Case Management	\$ 15.25
Transportation (Maint)	\$ 0.00
Other Direct Services	\$ 2.63
Transportation Administration	\$ 0.41
Other	\$ 3.98
<b>Total Per Diem</b>	<b>\$ 135.69</b>

of Service:	Therapeutic Foster Care
IV-E Provider Number	#30429
Program Name	<b>Exceptional</b>
Maintenance	\$ 67.16
Administration	\$ 66.00
Case Management	\$ 11.60
Transportation (Maint)	\$ 0.00
Other Direct Services	\$ 2.52
Transportation Administration	\$ 0.39
Other	\$ 3.82
<b>Total Per Diem</b>	<b>\$ 151.49</b>

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<u>Name:</u> <b>National Youth Advocate Program</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
<u>Address:</u> <b>1801 Watermark Drive 200 Columbus, Ohio 43215</b>	
<u>This Agreement in effect from</u> <b>07/01/2026 through 06/30/2027</b>	

**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**

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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**NATIONAL YOUTH ADVOCATE PROGRAM (NYAP)**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and National Youth Advocate Program (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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](mailto:Delaware-invoices@jfs.ohio.gov).

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

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

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

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

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

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

- 1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

**E. Signatures.**

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

**F. Auditor's Certification.** The Auditor's Certification attached to this First Amendment shall serve as

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 NATIONAL YOUTH ADVOCATE PROGRAM**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("DCDJFS") and National Youth Advocate Program ("Provider") ("Second Amendment") is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, "DCFCFC") as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as "Agency."

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 ("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](mailto: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](mailto:rachel.layne@jfs.ohio.gov)."

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

“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.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
National Youth Advocate Program**

Service Description	Maintenance Per Diem	Administration Per Diem	Case Management	Transport – Maintenance	Transport – Admin	Other	Total Per Diem
Traditional Foster Care	\$31.87	\$32.49	\$12.02	\$0.10	\$2.32	\$0.08	\$78.87
Specialized Foster Care	\$46.24	\$46.30	\$17.13	\$0.14	\$3.31	\$0.12	\$113.24
Therapeutic Foster Care (I)	\$59.41	\$64.26	\$23.79	\$0.20	\$4.59	\$0.16	\$152.41
Therapeutic Foster Care (II)	\$72.64	\$88.45	\$32.74	\$0.28	\$6.31	\$0.22	\$200.64

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<b>Name:</b> Quality Care, Inc.  <b>Address:</b> 9402 Rosewood Ave. Cleveland, Ohio 44105  <u><b>This Agreement in effect from</b></u> <b>07/01/2026 through 06/30/2027</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Quality Care, Inc. (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto:Delaware-invoices@jfs.ohio.gov).

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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

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

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

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

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

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

- 1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

**E. Signatures.**

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

**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 QUALITY CARE, INC.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 Quality Care, Inc. (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
Quality Care, Inc.**

Service Description	Maintenance Per Diem	Admin Per Diem	Case Management	Transport – Maintenance	Transport – Admin	Other Direct	Total Per Diem
Rosewood 1 – Boys Group Home (20635)	\$268.05	\$129.01	\$14.35	\$13.74	\$3.33	\$14.64	\$443.12

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<b>Name:</b> OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living <b>Address:</b> 1451 Lucas Road Mansfield, Ohio 44903 <b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT  
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND  
OHIOMHAS – KEYSTONE RICHLAND CENTER, LLC dba FOUNDATIONS FOR LIVING**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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:

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto: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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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

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

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

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

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

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

- 1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

**E. Signatures.**

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

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

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND OHIO MHAS – KEYSTONE RICHLAND CENTER, LLC  
dba FOUNDATIONS FOR LIVING**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and,

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

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

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

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

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

**Section 1 – Changes in Terms and Conditions**

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

Agreement

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

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

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

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

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

First Amendment

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

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

**Section 2 – Supplemental Terms and Conditions**

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

- A. Throughout Agreement and First Amendment– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

- 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.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
Foundations for Living**

Service Description	Maintenance Per Diem	Administration Per Diem	Other Per Diem	Total Per Diem	Begin Date	End Date
RTC (20476) Residential Medicaid	\$400.00	\$69.00	\$0.00	\$469.00	07/01/2026	06/30/2027
RTC (20476) Residential Non-Medicaid	\$400.00	\$209.00	\$0.00	\$609.00	07/01/2026	06/30/2027
1:1 Supervision + Residential Per Diem	\$400.00	\$69.00	\$840	\$1,309.00	07/01/2026	06/30/2027
MSY Funding	\$473.00	\$0.00	\$0.00	\$473.00	07/01/2026	06/30/2027

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<b>Name:</b> OhioMHAS – Eastway Corporation  <b>Address:</b> 600 Wayne Ave. Dayton, Ohio 45410  <b><u>This Agreement in effect from</u></b> 07/01/2026 through 06/30/2027	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT  
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND  
OHIO MHAS – EASTWAY CORPORATION**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and OhioMHAS – Eastway Corporation (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A. Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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 (20<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- D. Article V.G., H. and I.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- F. New Article V. AB.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto: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:

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COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

**Section 2 - Miscellaneous**

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

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND OHIOMHAS – EASTWAY CORPORATION**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and OhioMHAS – Eastway Corporation (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

D. Auditor’s Certification. The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
Eastway Corporation

	Level of Care	Provider Number	State of Ohio Title IV-E Reimbursement			Eastway Corporation (Rates)			Eastway Corporation Total Daily
			Maintenance	Administration	Other	Maintenance	Administration	Other	
Northcutt Residential Treatment Unit	Level VI Residential Treatment	20286	\$524.00	\$0.00				\$524.00	
Northcutt Residential Intensive Treatment Unit	Level VI Residential Treatment	20748	\$890.00	\$0.00				\$890.00	
The Ranch of Opportunity Residential Treatment Unit	Level VI Residential Treatment	20808	\$534.00	\$0.00				\$534.00	
The Ranch of Opportunity Intensive Treatment Unit	Level VI Residential Treatment	20809	\$787.00	\$0.00				\$787.00	

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><b>Name:</b> OhioMAS – Cornell Abraxas Group</p> <p><b>Address:</b> 2775 State Route 39 Shelby, Ohio 44875</p> <p><b>This Agreement in effect from</b> 07/01/2026 through 06/30/2027</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT  
BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND  
OHIOMAS – CORNELL ABRAXAS GROUP, 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 – Cornell Abraxas Group, LLC. (“Provider”) (“First Amendment”) is entered into this June 8, 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

A. **Article II.** This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

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

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

1. OPERS Independent Contractor/Worker Acknowledgement.

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

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

**E. Signatures.**

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

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

**SECOND AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND OHIOMAS – CORNELL ABRAXAS GROUP, 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 – Cornell Abraxas Group, LLC. (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

only to the Second Amendment.

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
OhioMAS – Cornell Abraxas Group, LLC.**

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem	Begin Date	End Date
Abraxas Ohio General Residential (20670)	611941	\$324.00	\$25.00	\$349.00	7/1/2026	6/30/2027
Behavioral Health Unit (20732)	1907656	\$387.00	\$30.00	\$417.00	7/1/2026	6/30/2027
Emergency Care	105842	\$475.00	\$36.00	\$511.00	7/1/2026	6/30/2027

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p><b>Name:</b> UMCH Family Services</p> <p><b>Address:</b> 431 E. Broad St. Columbus, Ohio 43215</p> <p><b><u>This Agreement in effect from</u></b> <b>07/01/2026 through 06/30/2027</b></p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and UMCH Family Services (“Provider”) (“First Amendment”) is entered into this June 8 2026.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“Agreement”); and

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

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

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

**Section 1 – Supplemental Terms and Conditions**

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

- A.** Article II. This agreement shall have an initial service period of 07/01/2026 through 06/30/2027.

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 (20<sup>th</sup>) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

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plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

- D. Article V.G., H. and I. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- E. Article V.J. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- F. New Article V. AB. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- G. New Article V. AC. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- H. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- I. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is [jeffrey.sell2@jfs.ohio.gov](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto: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](mailto: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.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

Section 2 - Miscellaneous

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

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

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and UMCH Family Services (“Provider”) (“Second Amendment”) is entered into this June 8, 2026. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 07/01/2026 through 06/30/2027 (“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

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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](mailto: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](mailto:rachel.layne@jfs.ohio.gov).”

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

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

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

Section 2 – Supplemental Terms and Conditions

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

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

**Schedule A Rate Information  
Per Diem Rates  
July 1, 2026 – June 30, 2027  
UMCH Family Services**

Service Description	Service ID	Maintenance Per Diem	Administration Per Diem	Total Per Diem	Begin Date	End Date
Treatment Foster Care – Exceptional	107939	\$62.61	\$65.00	\$127.12	07/01/2026	06/30/2027

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

1 (30293) Excpt Need						
Treatment Foster Care – Exceptional 2 (30294) Excpt Need	107940	\$93.18	\$97.00	\$190.18	07/01/2026	06/30/2027
Treatment Foster Care – Special (30292) Spec Need	107941	\$55.91	\$58.00	\$113.91	07/01/2026	06/30/2027
Treatment Foster Care – Traditional (30144) FFH	107938	\$43.48	\$45.00	\$88.48	07/01/2026	06/30/2027

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

**12**  
**ROBERT ANDERSON, DIRECTOR OF JOB AND FAMILY SERVICES**  
**UPDATE ON INFORMATION RELATED TO MEDICAID FRAUD, AND CHANGES WITH FUNDING AND SNAP IN OHIO**

**13**  
**RESOLUTION NO. 26-395**

**IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2026 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2027:**

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

**JOINT COUNTY PROJECTS - 2027 COLLECTIONS**

<b>Project Name</b>	<b>2027 % Collect</b>	<b>Counties</b>
Adams	46.75	Delaware / Marion
Carter Joint County	25.00	Delaware / Marion
Cook Joint County	115.00	Delaware / Licking
Coomer #435 Main	1.00	Delaware / Morrow
Coomer #435 Lateral A	1.00	Delaware / Morrow
Darst Joint County	24.00	Delaware / Marion
DeGood	60.00	Delaware / Union
Gorsuch Joint County	5.00	Delaware/Licking
James Joint County	5.00	Delaware/Marion
Pumphrey Joint County	37.50	Delaware / Morrow
Tartan Field Jt. County 8,9,10,11	1.50	Delaware / Union

**TRI-COUNTY PROJECTS - 2027 COLLECTIONS**

<b>Project Name</b>	<b>2027 % Collect</b>	<b>Counties</b>
Randall Howison Tri County	100.00	Delaware / Marion / Union

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
3B'S & K STORAGE	0707	11-384	0.75
459 ORANGE POINT DRIVE	1510	11-556	1.00
7719 GRAPHICS WAY	1506	11-557	4.00
A.D. FARROW	0621	11-338	1.25
ADAMS JOINT COUNTY	6801	11-008	46.75
ASHFORD OF BERKSHIRE	2504	11-803	2.00
BASIGER A-1	0808	11-434	0.25
BASIGER A-2	0809	11-435	0.25
BASIGER B	0810	11-436	0.25
BASIGER C	0811	11-437	0.25
BASIGER MAIN	0807	11-438	8.50
BEAUTIFUL SAVIOR LUTHERAN CHURCH	1412	11-536	2.00
BECKER	8401	11-034	3.50
BERKSHIRE DEVELOPMENT	9918	11-160	0.75
BHARATIYA HINDU TEMPLE	0914	11-455	11.50
BROOKSHIRE BANQUET	0536	11-335	1.25
BROOKVIEW	0915	11-452	12.50
BUCKEYE DATA CENTER	0618	11-389	1.25
BUCKEYE GYMNASTICS	1517	11-561	2.00
BUCKEYE READY MIX	0619	11-329	1.25
BUNKER HILL	1607	11-573	5.00
CALHOUN	8101	11-048	21.00
CAMPUS AT HIDDEN RAVINES	0510	11-306	1.00
CARDINAL SELF STORAGE	1605	11-572	3.00
CARLTON AT BERKSHIRE	2413	11-771	2.00
CARTER JOINT COUNTY	8201	11-044	25.00
CELEBRATION KIA	2104	11-709	2.00
CHADWICK #135	1308	11-520	3.00
CHINMAYA MISSION	2305	11-733	2.00
CLARKSHAW CROSSING CONDO	2415	11-784	2.00
COLOGIX COL5	2505	11-802	2.00
COLUMBUS UPGROUND RESERVOIR	1409	11-535	2.00
CONDOS AT RIVERBY	1309	11-503	3.00
CONSOLIDATED ELECTRIC	0812	11-421	0.50
COOK JOINT COUNTY	5801	11-004	115.00

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
COOMER JOINT COUNTY	0716	11-379	1.00
COOMER JOINT COUNTY LATERAL A	0717	11-380	1.00
COTTAGES AT HYATTS	1820	11-649	2.00
COURTYARDS AT BRADFORD COURT	1614	11-592	2.00
COURTYARDS AT HIDDEN RAVINES	1513	11-568	2.00
COURTYARDS AT MUIRFIELD RIDGE	1801	11-651	2.00
COURTYARDS AT SOUTH SECTIONLINE	1617	11-593	2.00
COURTYARDS AT THE RAVINES	1824	11-710	2.00
COURTYARDS OF HYATTS VILLAGE	2418	11-791	2.00
COURTYARDS ON CONCORD	2506	11-804	0.00
COURTYARDS ON HYATTS	1917	11-683	2.00
COVE AT EVANS FARM	2025	11-711	2.00
CRABILL	6201	11-003	0.00
CREEKSIDE INDUSTRIAL PARK	1806	11-652	2.00
DARST JOINT	7201	11-011	24.00
DEGOOD	5802	11-013	60.00
DELAWARE RUN	0319	11-294	4.00
DELAWARE-ORANGE LIBRARY/INN AT OLENTANGY TRL	1001	11-469	0.75
DISTRICT AT BERKSHIRE	2312	11-763	2.00
DOUBLE EAGLE-BIG RED LTD	1305	11-509	2.00
DUTCHER/SCOTT	1111	11-487	2.00
ELM VALLEY JFD	1315	11-502	1.00
ENGLISH #346	2306	11-750	5.00
FANCHER	1903	11-643	7.75
FIRST & MAIN OF LEWIS CENTER	1507	11-558	2.50
FOOR CONCRETE	0512	11-320	2.00
FOURWINDS NORTH	1716	11-620	3.00
FOURWINDS SOUTH	0017	11-161	1.00
GENOA BAPTIST CHURCH	1802	11-653	2.00
GENOA ELEMENTARY SCHOOL	0406	11-028	0.75
GOLF VILLAGE NORTH COMMERCIAL	0629	11-361	0.50
GOODING BOULEVARD	0708	11-386	0.50
GOODWILL GENOA	1321	11-521	2.00
GORSUCH JOINT COUNTY	2206	11-749	5.00
GRAND OAK CONDOMINIUMS	0206	11-254	1.75
GREENERY	2309	11-758	2.00

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
GREENS AT NORTHSTAR	0909	11-454	2.00
GRIFFITH #391	2501	11-806	5.00
GWINNER #262	0638	11-376	4.00
HARDIN #267	8702	11-064	30.00
HARDIN TILE #267	1317	11-519	4.25
HARLEM TOWNSHIP PARK	1005	11-466	0.75
HATFIELD AUTOMOTIVE	1204	11-485	2.50
HAVENS	1814	11-631	1.00
HERBERT LAWRENCE	7401	11-023	18.75
HIDDEN RAVINES CROSSING	2303	11-732	2.00
HIDDEN SPRINGS	2417	11-780	2.00
HIGH PARK CTR LOT 4924	0410	11-045	1.75
HIGHFIELD DRIVE DITCH RELOCATION	2016	11-699	2.00
HOMESTEAD AT HIGHLAND LAKES	1208	11-501	2.00
HOMESTEAD AT SCIOTO RESERVE	1907	11-644	3.00
HORSESHOE RUN	8601	11-129	10.00
HYATTS CROSSING	2003	11-686	2.00
HYATTS MEADOWS MULTI FAMILY	2202	11-740	2.00
INDEPENDENT LIVING AT OLD STATE	2421	11-794	2.00
INDIAN RUN	8102	11-036	27.50
INN AT BEAR TRAIL	1601	11-571	2.00
JAIN CENTER OF CENTRAL OHIO	1104	11-465	3.00
JAMES JOINT COUNTY	2510		5.00
JENNINGS SPORTS PARK	2211	11-741	2.00
JONES	5901	11-012	85.00
JONES #279	1205	11-496	12.50
JONES-TIMMS	0806	11-418	2.50
KINGSTON #2017-1	2201	11-735	5.00
KINGSTON #2017-2	2301	11-736	5.00
KINSALE VILLAGE	0610	11-399	2.50
KOEPPEL	8302	11-038	40.00
KROGER AT OLENTANGY CROSSING	0902	11-445	0.50
KURTZ BROTHERS DELAWARE	2109	11-714	2.00
LANETTA LANE	2407	11-783	5.00
LEWIS CENTER	5902	11-009	250.00
LIBERTY CROSSING	0803	11-425	0.50
LIBERTY GRAND 3A	2017	11-700	2.00

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
LIBERTY GRAND 4	2018	11-701	2.00
LIBERTY GRAND COMMUNITIES 2	2314	11-762	2.00
LIBERTY SUMMIT	1911	11-657	2.50
LIBERTY TWP FSED	1708	11-606	2.00
LIFEPOINT CHURCH	1914	11-667	2.00
LIGHTHOUSE CENTER	0508	11-305	0.25
LITTLE BEAR VILLAGE 1A	0641	11-365	1.00
LOCH LOMOND HILLS	1312	11-551	3.75
LOCH LOMOND PARK	9901	11-105	5.50
MARIGOLD	2410	11-776	0.00
MARKET AT LIBERTY CROSSING 3	0901	11-444	0.50
MARRGELLO DEVELOPMENT	0529	11-334	1.50
MC FITNESS & HEALTH	1421	11-542	2.50
MCDONALDS AT CROSSING SOUTH	1318	11-527	0.00
MCNAMARA #582	0906	11-440	0.00
MCNAMARA PARK	1106	11-462	1.25
MEADOW AT SCIOTO RESERVE	0524	11-355	1.00
MEADOWS AT HARVEST WIND 1&2	1108	11-476	2.50
MEADOWS AT HOME ROAD	1713	11-619	8.00
MENARDS CREEKSIDE	1203	11-511	1.25
MERCEDES BENZ SUNBURY	2507	11-805	2.00
MILEY	8301	11-050	3.75
MILLER-WILLIAMS-HOLMES	2406	11-782	5.00
MOONEY	1501	11-541	5.00
MULCH 1ST	1701	11-601	2.00
NATIONAL STONE/STEEL-CRYDER	1406	11-539	0.00
NCH/OH AMBULATORY-LEWIS CENTER	1512	11-554	4.50
NEW BEGINNINGS UMC	1515	11-587	2.00
NORTH ORANGE 1-1	0213	11-232	1.00
NORTH ORANGE 1-1 LOT 5578	0709	11-394	2.00
NORTH ORANGE 1-2 A&B	0401	11-029	1.25
NORTH ORANGE PARK	2208	11-729	3.00
NORTH POINTE PLAZA	1604	11-569	2.50
NORTHBROOKE CORPORATE CENTER	0112	11-194	2.00
NORTHSTAR 1	0611	11-432	1.25
NORTHSTAR FAMILY DENTAL	1803	11-660	2.00
NORTHWEST STORAGE	0615	11-330	3.00

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
NOVA LANDS US 23	2107	11-716	2.00
NUCKLES	7001	11-010	65.00
NUCKLES #20	1003	11-459	6.00
O'BRIEN #440	1102	11-490	4.50
O'BRIEN #440-ODOT	1103	11-489	2.75
OLD KINGSTON	0718	11-381	11.75
OLENTANGY BERLIN HS	1613	11-570	2.00
OLENTANGY CROSSINGS 1-2-3A-7 & LEWIS CENTER	0607	11-390	1.75
OLENTANGY CROSSINGS 4	0631	11-373	2.00
OLENTANGY CROSSINGS 7	0634	11-387	2.00
OLENTANGY CROSSINGS ACCESS RD	0912	11-446	0.50
OLENTANGY CROSSINGS LOT 7354	0911	11-447	1.00
OLENTANGY ELEMENTARY SCHOOL #15	1002	11-471	0.25
OLENTANGY LOCAL SCHOOLS BALE-KENYON RD	0907	11-442	11.25
OLENTANGY LOCAL SCHOOLS BUS GARAGE 3 B'S & K RD	0908	11-443	1.25
OLENTANGY MS #6	2110	11-717	2.00
OLSD ELEM #1	2005	11-688	2.00
ORANGE CENTRE DEVELOPMENT	0723	11-407	0.25
ORANGE CORPORATE CENTER	0916	11-456	2.00
ORANGE GRAND ESTATES	2101	11-718	2.00
ORANGE POINT COMMERCE PARK	1306	11-512	2.00
ORANGE POINT OUTPARCELS	1724	11-618	2.50
ORANGE SUMMIT COMMUNITIES NORTH	2403	11-774	2.00
ORANGE SUMMIT COMMUNITIES SOUTH/RYAN CREEK	2404	11-773	2.00
ORANGE TWP & PARK PLACE VILLAGE	0312	11-278	3.00
ORANGE VILLAGE CENTRE	2416	11-779	5.00
PANERA BREAD 36/37	1411	11-553	1.00
PARK AT GREIF	0128	11-247	0.50
PEACHBLOW/CONNER LANE	1209	11-508	3.00
POINTE AT SCIOTO RESERVE	1703	11-603	3.00
POLARIS SELF STORAGE	0534	11-337	0.50
PORSHI	2509		2.00
POTTER	6202	11-002	112.50
PRIMMER LATERAL #3	0703	11-398	3.00
PRIMMER MAIN	0702	11-378	7.75

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
PRIMMER NEILSON LATERAL #140	0704	11-397	3.00
PRIMROSE SCHOOL	0706	11-393	0.75
PUMPHREY JOINT COUNTY	5904	11-006	37.50
RADNOR #2015-1	2401	11-781	5.00
RANDALL HOWISON TRI-COUNTY	5905	11-016	100.00
RAVINES AT MCCAMMON CHASE	0712	11-413	2.00
RAVINES AT SCIOTO RESERVE	0605	11-352	2.50
RCD SALES OF DELAWARE	1417	11-534	0.25
RESIDENCES AT ORANGE GRAND	1905	11-678	2.00
RETREAT AT WOODCREST	2008	11-720	2.00
RIVER BLUFF 1	1908	11-679	2.00
RIVER BLUFF 2A, 2B, 3	2019	11-721	2.00
RIVERBEND 2	9934	11-140	1.50
RIVERBEND 2 LOT 7014	0635	11-371	1.00
ROOF MAIN A	1415	11-537	0.25
ROOF MAIN B	1416	11-540	2.00
ROSEWOOD VILLAGE	2315	11-761	2.00
RUDER EAST	1906	11-646	5.00
RUDER WEST	2010	11-693	5.00
S. JAYNES PARK	0815	11-433	0.25
SACKETT #328	0626	11-382	1.75
SARA CROSSING	2316	11-764	2.00
SCIOTO MEADOWS NORTH	2015	11-722	2.00
SCIOTO MEADOWS SOUTH	2002	11-723	0.00
SCOTT #604 LATERAL #2	1811	11-630	3.00
SELF STORAGE 42	2304	11-734	2.00
SHEETS #318	0903	11-439	23.00
SHERWOOD	0105	11-164	3.50
SIGNATURE DERMATOLOGY	1913	11-663	2.50
SLACK	5903	11-001	60.00
SLATE CREEK	0518	11-324	3.00
SLATE RIDGE COMMERCIAL SOUTH	1523	11-574	2.00
SLATE RIDGE RESIDENTIAL	2311	11-765	2.00
SMITH #198	0627	11-377	3.50
SORRENTO AT HIGHLAND LAKES	1207	11-513	2.25
SRI SAIBABA TEMPLE	0630	11-370	2.00
ST JOHN NEUMANN CATH CHURCH	1107	11-463	1.75

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
ST. GEORGES COURT	0537	11-342	0.25
STEITZ POWERS	5906	11-007	2.00
SUGAR RUN	8402	11-056	21.50
SUMMIT HOMES	0514	11-304	0.25
SUNBURY HOLDINGS	2402	11-772	2.00
SUNBURY STORAGE	1307	11-510	1.25
SUPERKICK	0624	11-385	0.75
SV TEMPLE	1902	11-664	2.00
SWAN LAKE	1722	11-616	2.00
TALLEY	8703	11-057	29.00
TANGER OUTLETS	1508	11-555	2.00
TARGET AT WEDGEWOOD	1320	11-526	1.00
TARTAN FIELDS 8-11	9932	11-146	1.50
TEETS	7402	11-014	15.00
THE GROVE	2209	11-747	2.00
THE SHIRE	2313	11-766	0.00
THOMAS	2004	11-687	3.00
TURKEY HILL #722	2106	11-725	2.00
U.S. RT 23/POWELL RETAIL CTR D	0031	11-166	1.00
VERIZON WIRELESS RETAIL	1706	11-605	2.50
VET CLINIC	1101	11-470	5.00
VILLAGE AT BALE KENYON	0520	11-383	1.00
VILLAGE AT HARVEST WIND	2317	11-767	5.00
VILLAGE AT NORTH FALLS	0409	11-323	1.25
VILLAGE AT OLENTANGY CROSSINGS 1&2	1419	11-529	2.00
VILLAS AT LOCH LOMOND	1707	11-611	2.50
VILLAS AT MAPLE CREEK	2213	11-748	5.00
VILLAS AT OLD HARBOR EAST	2102	11-726	2.00
VILLAS AT OLD HARBOR WEST 1-3	2103	11-727	2.00
VILLAS AT TUSSIC	1414	11-552	2.00
VILLAS AT WALNUT GROVE	0628	11-411	3.00
VILLAS OF OLENTANGY LEWIS CENTER	1407	11-530	2.00
WARREN FAMILY FUNERAL HOME	1901	11-666	3.00
WEDGEWOOD OFFICE PARK	0715	11-401	1.00
WEDGEWOOD PARK 1	0205	11-242	1.00
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	0.50

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2027 % Collect</i>
WESTERVILLE N SELF STORAGE	1206	11-497	0.75
WILSON-ROSSO-LOWE	0318	11-288	12.00
WINDING CREEK ESTATES SEC 4	1715	11-589	5.00
WOODS OF MEDALLION	1004	11-468	1.50
ZIMMERMAN	0317	11-287	4.00

DELAWARE COUNTY SUBDIVISION DRAINAGE MAINTENANCE DISTRICT  
PROJECT #2500 AUDITOR #11-808  
2027 COLLECTION: 0.3 MILS

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

**14**

**RESOLUTION NO 26-396**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:**

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

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on August 1, 2016, the Board adopted Resolution No. 16-749, declaring its intent to sell unneeded, obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, pursuant to section 307.12(I) of the Revised Code, if the Board determines that personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the Board may discard or salvage that property; and

WHEREAS, pursuant to section 307.12(B) of the Revised Code, when the Board finds by resolution, that the county has personal property, including motor vehicles acquired for the use of the county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated is, in the opinion of the Board, five thousand dollars or less, the Board may sell the property by private sale, without advertisement or public notifications; and

WHEREAS, the Delaware County Engineer has determined that the following equipment is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

<u>Asset Tag Number</u>	<u>Item Description</u>	<u>Serial Number</u>
ENG 1707	2017 Ford F150 Pickup	1FTEX1E86HFB77540
ENG 1402	2014 GMC Sierra 1500 Pickup	1GTV2TEH5EZ294269
ENG 1212	2012 GMC Sierra 1500 Pickup	1GTN2TEA0CZ317960
ENG1341	2013 Cronkhite Trailer 3612EA	473362721D1000327
0206270008	2000 Cronkhite Trailer 2800EA	473282022Y1101057
0204260007	2000 Trailking Trailer	1TKTC02421YB022683
ENG0712	2007 Bandit Wood Chipper 1500XP	022718
547	1998 Bomag Roller BW75	10148031276
ENG0808	2008 Pengwyn WTG-140-SS	161
ENG0809	2008 Pengwyn WTG-140-SS	162
ENG1504	2014 Henderson FRS-X14X138709	FES-00605
ENG0508	2005 Heil Dump Bed HPT-316	
ENG1710	2008 International 7400 SFA	1HTWDAAR49J060214
ENG1926	2008 International 7400 SFA	1HTWDAAR49J060215
111309806	2002 EXMark LHP4818KC	172305

(hereinafter collectively referred to as the "Property");

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired and authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 16-749.

Section 2. The Board hereby determines that, if the Property is not sold by internet auction within a reasonable period of time, then it has no value and may be discarded, salvaged, or sold or donated without further advertisement.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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

**15**  
**RESOLUTION NO. 26-397**

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

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

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

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

PERMIT	APPLICANT	LOCATION	TYPE OF WORK
UT2026-0147	COLUMBIA GAS	BALE KENYON DR	RELOCATE GAS FACILITY
UT2026-0148	COLUMBIA GAS	HYATTS RD & S SECTION LINE RD	GAS MAIN LINE RELOCATION
UT2026-0149	OLENTANGY SCHOOLS	PEACHBLOW RD & NORTH RD	FIBER OPTIC CABLE
UT2026-0150	CHESAPEAK UTILITIES	COUNTY LINE RD	GAS MAINLINE

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

**16**  
**9:45A.M. -PUBLIC HEARING ON THE APPLICATION TO ADD CERTAIN REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT**

**The Board of Commissioners opened the hearing              9:54 A.M.**

**The Board of Commissioners closed the hearing at              9:56 A.M.**

**17**  
**RESOLUTION NO. 26-398**

**RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the “Authority”), filed an application (the “Application”) on May 7, 2026, with the Board of County Commissioners of Delaware County, Ohio (the “Board”) to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the “District”) and to amend the petition (the “Petition”) as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Board determined that the Application is sufficient, in form and substance, by adoption of Resolution No. 26-340 on May 18, 2026; and

WHEREAS, this Board is the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on June 8, 2026, and pursuant to section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with section 349.03 of the Revised Code;

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

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in section 349.01(A) of the Revised Code.

Section 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

**EXHIBIT A**

**Maronda Property**

**Parcel Description ~ 63.755 Acre  
South of Bean-Oller Road  
North of Clark-Shaw Road  
-1-**

Situated in the State of Ohio, County of Delaware, Township of Concord, being part of Farm Lots 23, 24, and 25, Section 3, Township 4, Range 19, United Military District and containing 63.755 acres of land, more or less, said 63.755 acres being the First Tract, Second Tract, Third Tract and Fourth Tract as described in Official Record Volume 1458, Page 2296 and conveyed to Dulin Farms, LTD, said 63.755 acres more particularly described as follows:

**Beginning, for Reference**, at a P.K. nail found at the southeasterly corner of Farm Lot 17, the southwesterly corner of Farm Lot 18, in the northerly line of Farm Lot 23, in the centerline of Bean Oller Road (60') and on the Township Line between Concord Township and Liberty Township;

Thence **N 86° 32' 00" W** along the southerly line of said Farm Lot 17, the northerly line of said Farm Lot 23 and along the centerline of said Bean Oller Road (60'), **688.11 feet** to a P.K. nail found at the northeasterly corner of said Second Tract, said corner also being the northwesterly corner of that 18.962 acre tract of land as conveyed to Bean Oller Farms, LLC of record in Official Record 1496, Page 2794, the **True Point of Beginning**;

Thence **S 03° 20' 48" W**, along the easterly line of said Second Tract and along the westerly line of said 18.962 acre tract, **1334.46 total feet** (passing a 5/8" iron pin found stamped Patridge at 39.98 feet and a stone found at 1333.00 feet) to an iron pin set at a common corner thereof, said corner also being in the northerly line of that 6.108 acre tract of land as conveyed to Chad D. Gabriel and Tracy L. Gabriel of record in Official Record 674, P. 1406, being in the southerly line of said Farm Lot 23 and the northerly line of Farm Lot 26;

Thence **N 86° 29' 33" W**, along the southerly line of said Second Tract, partially along the southerly line of said Third Tract, along the southerly line of said Farm Lot 23, along the northerly line of said 6.108 acre tract, along the northerly line of that 6.114 acre tract of land also conveyed to Chad D. Gabriel and Tracy L. Gabriel of record in Official Record 674, P. 1406, along the northerly line of that 6.118 acre tract of land as conveyed to Todd N. Ketter and Catherine L. Ketter, Trustees, of record in Official Record 1484, Page 2423, along the northerly line of that 5.450 acre tract of land as conveyed to Stephen M. Pierce and Judith E. Pierce of record in Official Record 385, Page 2580 and along the northerly line of Farm Lot 26, **1290.29 feet** to a 5/8" iron pin found stamped T.L.B. at a northwesterly corner of said 5.450 acre tract and said Farm Lot 26, the southwesterly corner of said Farm Lot 23, the southeasterly corner of said Farm Lot 24 and the northeasterly corner of said Farm Lot 25 and said Fourth Tract;

Thence **S 03° 20' 48" W**, along the easterly line of said Fourth Tract, along the westerly line of said 5.450 acre tract, along the westerly line of that 5.001 acre tract conveyed to Christopher and Kathryn Farabaugh in Official Record 1319, Page 2545, along the westerly line of that 5.001 acre tract as conveyed to Gilbert Salem of record in Official Record 1696, page 519 and along the common line of said Farm Lot 25 and Farm Lot 26, **1,346.45 total feet** (passing a 5/8" iron pin found stamped T.L.B. at 773.47 feet) to a P.K. Nail set at the southeasterly corner of said Fourth Tract, the southwesterly corner of said Salem tract and in the centerline of Clark-Shaw Road (60'), said corner also being the common corner of Farm Lot 25, Farm Lot 26, Farm Lot 32 and Farm Lot 31;

Thence **N 86° 30' 50" W**, along the southerly line of said Fourth Tract and said Farm Lot 25, along the northerly line of said Farm Lot 32 and along said centerline, **394.02 feet** to a P.K. Nail set at the southwesterly corner of said Fourth Tract and the southeasterly corner of that 6.274 acre tract of land as conveyed to Heather Cristina and Bradley McElroy of record in Official Record 1684, Page 1441;

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

**Parcel Description ~ 63.755 Acre**  
**South of Bean-Oller Road**  
**North of Clark-Shaw Road**  
**-2-**

Thence N 03° 20' 48" E, along the westerly line of said Fourth Tract, Third Tract, and First Tract, along the easterly line of said 6.274 acre tract, along the easterly line a 67.00 acre tract described as Parcel I and as conveyed to Johnbert Enterprises, LLC in Official Record 1277, Page 493 and across said Farm Lot 25 and Farm Lot 24, **2679.85 total feet** (passing a 5/8" iron pin found at 1348.69 feet) to a P.K. Nail set at the northwesterly corner of said First Tract, northeasterly corner of said Parcel I, in the northerly line of said Farm Lot 24, in the southerly line of said Farm Lot 17 and in the centerline of Bean-Oller Road (60');

Thence S 86° 32' 00" E, along the northerly line of said First Tract and said Second Tract, the northerly line of said Farm Lot 24 and Farm Lot 23, the southerly line of said Farm Lot 17 and along said centerline of Bean-Oller Road (60'), **1684.31 feet** to the **True Point of Beginning**. Containing **63.755 acres, more or less**, inclusive of the present right-of-way of Bean Oller Road which occupies 1.160 acres, more or less and the present right-of-way of Clarkshaw Road, which occupies 0.271 acres, more or less (1.431 total acres, more or less). Acreage Breakdown as follows:

Farm Lot 24 = 12.049 Ac.  
Farm Lot 23 = 39.517 Ac.  
Farm Lot 25 = 12.189 Ac.

Total Acreage = 63.755 Ac.

The above description was prepared by Advanced Civil Design Inc. on December 6th, 2021 and is based on information obtained from the Delaware County Auditor's and the Delaware County Recorder's Office and an actual field survey completed in November, 2021.

Iron pins set are 5/8" diameter rebar, 30" in length with a plastic cap in top inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline of Bean Oller Road (60') as having a bearing of N86°32'00"W between P.K. Nails found.

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

ADVANCED CIVIL DESIGN, INC.

*Douglas R. Hock* 12/6/21  
Douglas R. Hock, P.S. 7661 Date:

Z:21-0238-128\Survey\63.755 ac parcel desc.doc



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

**18**

**RESOLUTION NO. 26-399**

**IN THE MATTER OF APPROVING GMP AMENDMENT NO. 2 TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE DELAWARE COUNTY SOCIAL SERVICES ADMINISTRATION FACILITY PROJECT:**

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

COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026

WHEREAS, the Director of Facilities recommends approval of GMP Amendment No. 2 to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Social Services Administration Facility project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves GMP Amendment No. 2 to the CMAR Agreement between the Delaware County Board of Commissioners and Gilbane Building Company for the Delaware County Social Services Administration Facility project, as follows:

GMP Amendment No. 2

(Copies of the amendment, with exhibits, has been submitted to the Clerk and shall be retained in accordance with the applicable records retention schedule(s).)

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

**19**  
**ADMINISTRATOR REPORTS – No report submitted**

**20**  
**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Merrell-no reports**

- Commissioner Benton**
- attended the MOPRC executive meeting last week/ aviation economic development**
- Investment Committee meeting is later today**
- DKMM meeting is Tuesday**
- The Memorial Golf Tournament/last week**

**21**  
**RESOLUTION NO. 26-400**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT AND COMPENSATION OF PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

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

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

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

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio: Section 1. The Board hereby adjourns into executive session for consideration of employment and compensation of public employee or public official.

Section 2. The Board hereby adjourns into 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.

Section 3. The Board hereby finds and determines that the information listed in Section 2 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,

**COMMISSIONERS JOURNAL NO. 84 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 8, 2026**

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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.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 26-401**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

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

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

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

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners