# VOLUME 2025 PAGE 2924

## UNION COUNTY COMMISSIONERS JOURNAL 2025 October 1, 2025

The Union County Commissioners met in regular session on this 1<sup>st</sup> day of October 2025, with the following members present:

Steve Robinson, President David A. Lawrence, Vice President Tom McCarthy, Commissioner Bill Narducci, County Administrator Mallory Lehman, Clerk to the Board

\* \* \*

\*Commissioner Robinson called the meeting to order at 8:30 a.m.

\* \* \*

\*Thayne Gray, Assistant Prosecuting Attorney; Haley Lupton, Plain City Administrator; Jason Stanford, Development Services Director; Luke Sutton, Project Engineer; Joe Eads, Union Soil & Water Conservation District; Justin Wollenburg, Terraine Evolution; Mike Swope, Motorola Solutions; Mike Williamson, Marysville Journal Tribune; and Joe Case, Marysville Matters were in attendance.

\* \* \*

Drainage Easement Vacation – Industrial Parkway Corporate Estates, Phase 1 – Lot 58 – Justin Wollenburg, Luke Sutton, and Joe Eads:

- Mr. Wollenburg stated he was encouraged to contact the county Archivist, Stephen Badenhop, to get the history of this easement. There was a journal entry that referenced this easement, and a new drainage easement would not have an impact on the old one. The easement they are asking to be vacated is in Industrial Parkway Corporate Estates.
- Commissioner McCarthy asked if the new easement would have any adverse reactions, and Mr. Wollenburg stated it would not.

Vanessa Humphrey, Council for Union County Families Director, arrived at this time.

- Mr. Eads stated the easement is under maintenance and has gone to the property himself.
- Mr. Gray suggested the Board transfer the easement to the Land Bank. He has talked to Treasurer Smarra, and he has expressed willingness to entertain this request with the Land Bank. Mr. Gray will bring it up to the Land Bank members at their meeting next Thursday.
- Mr. Narducci asked what the recorded instrument would be for this easement, and Mr. Gray stated a resolution passed by the Board would transfer the easement interest to the Land Bank and the Land Bank would record a release. The Ohio Revised Code has procedures the Board must follow when they have interest in real estate properties. There are a limited number of people and places the Board can transfer this property to.

Luke Sutton, Justin Wollenburg, and Joe Eads left at this time.

## VOLUME 2025 PAGE 2925

## UNION COUNTY COMMISSIONERS JOURNAL 2025 October 1, 2025

Council for Union County Families – Vanessa Humphrey:

• Ms. Humphrey stated she wanted to have a conversation with the Board regarding funding resources and financial security for Council for Union County Families (CUCF). Their main source of funding comes from Mental Health and Recovery, but there have been some decreases in local funding from Board of DD and Juvenile Court. They also receive grant funding from Project AWARE. This is a four-year federal SAMSHA grant with an end date of 9/30/2026. There is currently no replacement for this grant.

Sue Ware arrived at this time.

- Commissioner Robinson stated the Board must be careful with budgeting because of the petition to eliminate property taxes.
- Commissioner McCarthy asked Ms. Humphrey what the impact would be if funding Project AWARE went away.
- Ms. Humphrey stated Council for Union County Families serves youths and families involved with multiple county systems, like Mental Health and Job and Family Services, to provide a better protectory moving forward. Referrals have increased from 44 to over 60 in one year. Not every family who receives a referral will move forward with resources offered by CUCF, but if they do they are with them on average 6 18 months. On average there are 25 families being served per month.
- Commissioner McCarthy stated given the uncertainty with funding in the future, Ms. Humphrey should consider other resources.
- Ms. Humphrey stated the main priority for CUCF is keeping children in the community and not in foster care. She would like to do impact reports of families served to show the importance of this service to Union County.

The following handout accompanied Ms. Humphrey's update:



CUCF's vision is to become a council that efficiently works together to serve the Union County community – keeping families safe, strong, and intact.

#### **CUCF Funding Overview**

#### Strong Families Safe Communities (SFSC)

- Funds Family Peer Support (FPS), FPS trainings, and monthly Community of Practice for ongoing professional development.
- 3-year DCY state grant; ends 6/30/2026. Renewal cycle varies. Statewide reduction of 45%; Union County's reduction was slightly higher.
  - o \$107, 945 to \$50, 302, Funds 0.5 FTE

#### **Building Strong Foundations (BSF)**

- Funds all early childhood work, including Family Peer Support (FPS), parenting groups, and outreach.
- 4-year federal SAMSHA grant; ends 9/30/2028.
  - o \$106, 986, Funds 1.2 FTE

#### **Project AWARE**

- Funds all Service Coordination and Wraparound (SC/WA) services for CUCF.
- 4-year federal SAMSHA grant; ends 9/30/2026 with no identified replacement funding.
  - o \$123,000, Funds 1.8 FTE

#### Ohio Family & Children First

- Funds from the state to support salary, mileage, office costs, family representative stipends, etc.
  - o OBFC: \$30,750
  - o MSY Admin: \$3,6000
  - Youth Specific funds to support social and recreational activities: \$21,716

## **Community Partners**

- Supports salaries and professional services (accounting, audit, IT)
  - o Ranges from \$28,000 to \$18,00 for a given year

# Council For Union County Families FY26 Budget Proposal

	FY25 BUDGET	FY26 PROPOSED BUDGET	CHANGE FROM FY25 to FY26			
	Jul '24 - Jun 25	Jul '25 - Jun 26	Increase (Decrease)			
Ordinary Income/Expense		· · · · · · · · · · · · · · · · · · ·				
Income						
0004 Mandated Members						
0003.2 · NUS	2,000.00	2,000.00	0.00			
0003.1 · MEVSD	2,000.00	2,000.00	0.00			
0003.3 Fairbanks	2,000.00	0.00	-2,000.00			
0004.1 · Health Department	3,000.00	3,000.00	0.00			
0004.2 · MHRB	232,500.00	337,930.46	105,430.46			
0004.3 · DJFS/CPS	17,104.28	17,104.28	0.00			
0004.4 Juvenile Court	3,000.00	0.00	-3,000.00			
0004.5 · Commissioners	5,000.00	5,000.00	0.00			
0004.7 · UCBDD	5,000.00	0.00	-5,000.00			
At Large Members	1,000.00	1,000.00	0.00			
Total 0004 Mandated Members	272,604.28	368,034.74	95,430.46			
Deferred In "Net"	12,026.00	0.00	-12,026.00			
Grant Revenue	256,066.00	56,066.00	-200,000.00			
Out of County Services	0.00	0.00	0.00			
Total Income	540,696.28	424,100.74	-116,595.54			
Expense						
501.01 Compensation	270,976.00	345,570.00	74,594.00			
503.03 Supplies/Printing	3,400.00	10,850.00	7,450.00			
504.00 Equipment	500.00	500.00	0.00			
506.10 Professional Service	23,800.00	21,000.00	-2,800.00			
507.10 Repair / Maintenance			0.00			
508.03 Telephone	2,100.00	3,100.00	1,000.00			
508.07 Travel Mileage	1,000.00	1,000.00	0.00			
508.08 Conference/Training incl Travel	2,000.00	7,850.00	5,850.00			
508.11 Dues	100.00	250.00	150.00			
508.17 Parent Stipend	3,000.00	3,600.00	600.00			
508.28 Purchase Services						
5700.1 Mentoring	500.00	0.00	-500.00			
5700.2 Parent Education	216.00	0.00	-216.00			
5700.3 Respite (incl. camp)	4,500.00	1,500.00	-3,000.00			
5700.4 Safety Adapt Equip	1,500.00	500.00	-1,000.00			
5700.5 Service Coordination			0.00			
5700.6 Social Rec Supports	8,000.00	17,100.00	9,100.00			
5700.7 Structured Activities	6,000.00	116.00	-5,884.00			
5700.8 Transportation	1,000.00	2,500.00	1,500.00			
5700.9 Housing Support			0.00			
5700.10 · Other Not Specified	212,104.28	12,104.28	-200,000.00			
Total 508.28 Purchase Services	233,820.28	33,820.28	-200,000.00			
599.01 Other - Excess Funds	0.00	0.00	0.00			
Total Expense	540,696.28	427,540.28	-113,156.00			
Net Ordinary Income	0.00	-3,439.54	-3,439.54			

Vanessa Humphrey left the meeting at this time.

RANCO Property Update – Haley Lupton:

• The following handout accompanied Ms. Lupton's update:



#### BACKGROUND

The Village recently accepted a transfer of property from Schneider Electric to acquire the 73-acre site along US-42. The RANCO facility operated from 1952 to 2004 as a manufacturing hub for thermostatic controls, automotive parts, and HVAC components.

Following the plant's closure and demolition, Schneider Electric led a comprehensive cleanup effort in collaboration with the U.S. EPA and Ohio EPA to address soil and groundwater contamination.

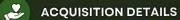
After decades of environmental remediation, the RANCO site received official clearance in October 2024, designated by the Ohio EPA as "Ready for Anticipated Use." The property will now be redeveloped into a safe, beneficial community asset that enhances local recreation offerings.

The Village plans to pursue state grant funding to aid in development costs and will work alongside residents and community partners to develop a recreational master plan for the site.

## **RECREATIONAL OPPORTUNITIES**

The Village envisions the property becoming a vibrant recreational hub for residents and visitors. While a detailed master planning process will follow, potential amenities could include:

- Athletic fields
- Walking trails
- · Festival and community event spaces
- Future Village recreational development



Schneider Electric transferred approximately 66 acres of the site to the Village for public use, while retaining ownership and oversight of approximately 7 acres. Importantly, Schneider Electric will:

- Retain full responsibility for environmental monitoring and compliance.
- Indemnify the Village against environmental liabilities.
- Maintain access to the site for testing and oversight.



#### **COMMUNITY ENGAGEMENT**

In the coming months, the Village will work with local stakeholders to gather input on the park's future. This feedback will guide the master plan for recreational uses, ensuring development maximizes the site's potential and reflects community priorities.



## GATEWAY TO THE FUTURE

As the Village's population has grown in recent years, we have prioritized expanding recreational opportunities and increasing available parkland to better serve our residents. With the addition of the RANCO site, the Village has added 169 acres of usable parkland since 2020, representing a 275% increase.

• This property will need to be annexed into Plain City, and that annexation petition will be submitted soon.

## VOLUME 2025 PAGE 2929

## UNION COUNTY COMMISSIONERS JOURNAL 2025 October 1, 2025

- Commissioner Robinson asked if all the concrete from this property is gone, and Ms. Lupton stated there is one pad of concrete and asphalt left.
- Ms. Lupton stated there are only eight wells remaining on the property, and over the next few years, those will be gone.
- Commissioner Lawrence stated it is good news the EPA signed off on this property, and Ms. Lupton stated Plain City is very excited to make this a recreational space for the community.
- Commissioner Robinson stated this is a win for the county and Plain City.

Haley Lupton and Jason Stanford left the meeting at this time.

\* \* \*

## **RESOLUTION NO. 25-410:**

## Approve the Minutes from the September 17, 2025, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the September 17, 2025, meeting.

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

#### **RESOLUTION NO. 25-411:**

# <u>Joint Proclamation Designating October "Manufacturing Month" in the City of Marysville and Union County, Ohio – Commissioners</u>

The Board of County Commissioners hereby approves the Joint Proclamation Designating October "Manufacturing Month" in the City of Marysville and Union County, Ohio.







#### JOINT PROCLAMATION

#### City of Marysville, Union County, and the Community Improvement Corporation Recognizing October 2025 as Manufacturing Month

WHEREAS, Union County and the City of Marysville are recognized as a hub of advanced manufacturing in Ohio, with industry leaders including Honda, Scotts Miracle-Gro, Nestlé, Parker Hannifin, Select Sires, Continental and Sumitomo Electric Wiring Systems along with numerous innovative small and mid-sized manufacturers; and

WHEREAS, manufacturers in Union County represent a wide range of sectors, including automotive, agriculture, food production, plastics, logistics, robotics, and consumer products, all of which contribute to the resilience and diversity of the local economy; and

WHEREAS, the manufacturing sector accounts for thousands of local jobs in Union County, providing rewarding career opportunities that support families and strengthen our community; and

WHEREAS, Union County manufacturers are at the forefront of innovation, from the development of electric vehicle technology and smart mobility solutions to advancements in sustainable agriculture and product design; and

WHEREAS, Union County's manufacturing workforce pipeline is supported through its K-12 school districts, career techs, Columbus State Community College, The Ohio State University, and various other places of higher education in Ohio; and

WHEREAS, the City of Marysville, Union County, and the Community Improvement Corporation are committed to supporting manufacturing by fostering workforce development, infrastructure investment, and business growth initiatives; and

WHEREAS, the Manufacturing Extension Program at Columbus State and the Union County Community Improvement Corporation will host the Crafted in Union County career event on October 23, 2025 bringing together over 500 students and at least 10 manufacturing companies from our community; and

WHEREAS, Manufacturing Month provides an opportunity to celebrate the contributions of local manufacturers, highlight career opportunities, and inspire future innovators in Marysville and Union County.

NOW, THEREFORE, BE IT RESOLVED, that the City of Marysville, Union County, and the Community Improvement Corporation do hereby proclaim October 2025 as Manufacturing Month in Marysville and Union County, and encourage all residents, educators, and community partners to join us in recognizing the achievements and importance of our manufacturing industry.

Steve Robinson, President
Union County Board of Commissioners

Donald Boerger, President Marysville City Council

Scott Brock, President

Union County Community Improvement Corporation

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\*Please note a fully executed copy of this proclamation was not available at the time these minutes were approved

\* \* \*

## **RESOLUTION NO. 25-412:**

## **Approve the 2026 Health Insurance Rates – Commissioners**

The Board of County Commissioners hereby approves the 2026 Health Insurance Rates.

Union County Health Insurance Rates for CEBCO Participants - 2026 Benefit Year

		Non-W	/ellness				We	Iness												_
	2026 Medic hem "Core	Treatment of	140000	026 Medie em "Basic	737-10	2026 Med Anthem "Cor	ical	2026 M Anthem "B			20.	26 Del	ta De	intal		20	126 Visi	ion (V	(SP)	
Post	Monthly Premiums	Bi-Weekly Premiums			Bí-Weekly Premlums	3/24/3/2011	Bi-Weekly Premlums			I-Weekly remiums		Mon		Bi-W			Mon		Bi-We Premi	
Employee	Unity		Employee	Only		Employee Only		Employee Only			Employee	Only				Employee	e Only			
County Employee Total	\$ 1,106.93	\$ 118.80	County Employee Total	\$ 842,99 \$ 217,77 \$ 1,060.76	\$ 108.89	Wellness Incentil County \$ 967.4 Employee \$ 139.4 Total \$ 1,106.9	B 5 \$ 69.73	County 5 93	2.08 8.68 \$		County Employee Total	\$	6.06 4.60 10.66	s	2.30	County Employee Total	\$	1,38 5.51 6.89	\$	2,76
Employee	+ Spouse		Employee	+ Spouse		Employee + Spouse		Employee - Spou	ise	1000	Employee	+ Spp	ise			Employee	4 Speri	ico		
Employee	\$ 1,869.67 \$ 568.89 \$ 2,438.56	\$ 284,45	County Employee Total	\$ 1,813.52 \$ 523.36 \$ 2,336.88	\$ 261.68	Wellness Incentin County \$ 2,047.1! Employee \$ 391.4: Total \$ 2,438.50	\$ 195.71	County \$ 1,97	2.71 4.17 \$	(1,910.78)	County Employee Total	\$ 5	0.57 8.92 9.49	ş		County Employee Total	5 5	2.20 8.81	\$ 4	4.40
Employee	+ Child(ren)		Employee	+ Child(ren)	1 1 1 1 1	Employee + Child(re	n)	Employee + Child	(nen)	LO E SPILL	Employee		· ·	1		A CONTRACTOR OF THE PARTY OF TH	T-SEW	(2)		
Employee	\$ 1,562.25 \$ 426.93 \$ 1,989.18	\$ 213.47	Employee	\$ 1,514.90 \$ 391.34 \$ 1,906.24	\$ 195.67	Wellness Incentis County \$ 1,747.86 Employee \$ 241.37 Total \$ 1,989.18	e \$ (2,227.37) \$ 120.66		ativa \$ 1 3.89 2.35 \$	(2,027.88) 111.18	County Employee Total	\$ 5	5,52 9,80 5,32		4.90	County Employee Total	ş s	2.25 9.01 1.26		4,50
Employee	+ Family	ALC: Y	Employee	+ Fámily	TP-SS/IZ	Employee + Family	TEN LIN	Employee + Fami	N .	o marile	Emplayee	+ Fam	fu		nar	Employee	s Com	llac		2000
County Employee Total	\$ 2,561.58 \$ 759.22 \$ 3,320.80	\$ 379.61	Employee	\$ 2,469.63 \$ 712.71 \$ 3,182.34	\$ 356.36	Wellness Incentive County \$ 2,747.50 Employee \$ 573.30 Total \$ 3,320.80	\$ 286.65	Wellness Ince County \$ 2,647 Employee \$ 534 Total \$ 3,182	7.80 1.54 \$	(2.138.94) 267.27	County	S 9 5 1	0.70	\$		County Employee	\$ 1	3.62 4.50 8.12	S 7	7,25



A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

## **RESOLUTION NO. 25-413:**

#### **Approve the 2026 Holidays for County Employees – Commissioners**

The Board of County Commissioners hereby approves 2026 Holidays for County Employees.

Steve Robinson, Commissioner, President David A. Lawrence, Commissioner, Vice President Tom McCarthy, Commissioner UNION COUNTY COMMISSIONERS grow with us. Bill Narducci, County Administrator Mallory Lehman, Clerk to the Board

Tel. 937-645-3012 Fax 937-645-3002 commissioners@unioncountyohio.gov

County Office Building 233 West Sixth Street Marysville, Ohio 43040-1526 www.unioncountyohio.gov

#### **RESOLUTION NO. 25-413**

#### 2026 Holidays for County Employees

A motion was moved by David A. Lawrence and seconded by Steve Robinson to approve the following 2026 Holiday Schedule for County Employees:

State law establishes the following as paid holidays for county employees:

- New Year's Day January 1
- Martin Luther King Day January 19
- President's Day February 16
- Memorial Day May 25
- Juneteenth June 19 observed
- Independence Day July 4
- Labor Day September 7
- Columbus Day October 12
  Veteran's Day November 11
- Veteran's Day November 11
   Thanksgiving Day November 26
- Christmas Day December 25

State law also sets the dates on which those holidays shall be observed. If any of those holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If any of those holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

The appointing authority of a county office, department, commission, board, or body can establish "alternative schedules of ... holidays for employees of the appointing authority." R.C. §325.19(F).

Under the law the appointing authority may grant alternative holiday benefits that do not diminish the holiday benefits identified above. There is one "notice" requirement the appointing authority should follow. R.C. §325.19(F) provides that if the appointing authority grants alternative holiday leave, the appointing authority is to give "notification" of that to the Board of County Commissioners. An email notice will be sufficient. Please note, the statute says only give "notification" to the Board. The Board does not suggest or require that you must seek "permission" to set alternative holidays.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

#### **RESOLUTION NO. 25-414:**

<u>Pursuant to O.R.C. §325.19(F) Establishing Additional Holiday Benefits for December 24, 2026, and December 31, 2026, for Employees Appointed by The Board of County Commissioners – Commissioners</u>

The Board of County Commissioners hereby approves Pursuant to O.R.C. §325.19(F) Establishing Additional Holiday Benefits for December 24, 2026, and December 31, 2026, for Employees Appointed by The Board of County Commissioners.

#### **RESOLUTION NO. 25-414:**

Pursuant to O.R.C. §325.19(F) Establishing Additional Holiday Benefits for December 24, 2026, and December 31, 2026, for Employees Appointed by The Board of County Commissioners

Whereas, the Board has authority under R.C. §325.19(F) to establish alternative holiday benefits for employees for which the Board is the appointing authority; and

Whereas, the Board wishes to continue its past practice of granting "half-holidays" on Christmas Eve day and New Year's Eve day to employees for which is the appointing authority;

Now, Therefore, Be it Resolved by The Board of County Commissioners, Union County, Ohio, that:

Section 1. Employees for which the Board is the appointing authority are granted four (4) hours additional holiday leave on December 24, 2026.

Section 2. Employees for which the Board is the appointing authority are granted four (4) hours additional holiday leave on December 31, 2026.

Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements including Revised Code §121.22.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

## **RESOLUTION NO. 25-415:**

# Establishing One Day for Personal Leave for November 27, 2026, For Employees Appointed by the Board of County Commissioners – Commissioners

The Board of County Commissioners hereby approves Establishing One Day for Personal Leave for November 27, 2026, For Employees Appointed by the Board of County Commissioners.

#### **RESOLUTION NO. 25-415:**

# Establishing One Day for Personal Leave for November 27, 2026, For Employees Appointed by The Board of County Commissioners

Whereas, the Board wishes to continue its practice of granting of a "personal day" on the day after Thanksgiving to employees for which it is the appointing authority.

Now, Therefore, Be it Resolved by The Board of County Commissioners, Union County, Ohio, that:

Section 1. Employees for which the Board is the appointing authority are granted eight (8) hours personal leave on Friday, November 27, 2026.

Section 2. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements including Revised Code §121.22.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

## **RESOLUTION NO. 25-416:**

## Personnel Action - Janell Alexander, Budget Analyst - Commissioners

The Board of County Commissioners hereby approves the Personnel Action – Janell Alexander, Budget Analyst.

#### PERSONNEL ACTIONS

Commissioners Budget Analyst Janell Alexander (New Hire) – Effective 9/15/2025

> c.j. 2025 25-416 Date 701/2025

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

#### **RESOLUTION NO. 25-417:**

## A Resolution to Establish the Calendar Year 2026 Fee Schedule for the Union County Agency Transportation Service (UCATS) – Human Services

The Board of County Commissioners hereby approves a Resolution to Establish the Calendar Year 2026 Fee Schedule for the Union County Agency Transportation Service (UCATS).

RESOLUTION NO: 25 - 47 A RESOLUTION TO ESTABLISH THE CALENDAR YEAR 2026 FEE SCHEDULE FOR THE UNION COUNTY AGENCY TRANSPORTATION SERVICE (UCATS). WHEREAS, the Union County Agency Transportation Service has recommended to the Board adjusting its fee schedule to reflect a charge based on the "revenue" miles traveled by UCATS passengers; and WHEREAS, UCATS has defined "revenue" miles to be the distance between the pick-up point and drop-off point for a passenger; and WHEREAS, UCATS recommends a unified rate for all passengers, whether traveling under a contract with a client or as an individual, private client; and WHEREAS, UCATS recommends a rate of \$12.97 per revenue mile for 2026 based on its projections of total expenses divided by revenue miles and considering projected Ohio Department of Transportation grant funding; NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO THAT: Section (1): The Board adopts the rate of \$12.97 per revenue mile (as defined above) for the 2026 calendar year for contract and private pay UCATS client transport services. Section (2): The Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, and in compliance with all legal requirements, including Revised Code §121.22. <u> TRVE ROGINS () M</u> introduced this resolution and moved its passage; <u>MWd. A. LAWYLN</u>UL seconded the motion and after discussion, a roll call vote was taken, and the results were: Passed: OCTOBER 1,2025 Steve Robinson Tom McCarthy Dave Lawrence BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO

Assistant Prosecuting Attorney

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

> Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

## **RESOLUTION NO. 25-418:**

## A Resolution to Extend Human Services' Compensatory Time Payout Timeframes – Human Services

The Board of County Commissioners hereby approves a Resolution to Extend Human Services' Compensatory Time Payout Timeframes.

RESOLUTION No. 25-418

A RESOLUTION TO EXTEND HUMAN SERVICES' COMPENSATORY TIME PAYOUT TIMEFRAMES.

WHEREAS, the Union County Human Services Department has recommended to the Board that their non-exempt employees be allowed to keep all earned compensatory time (1.0 & 1.5) in their accrual bank until the end of the pay period in which September 30th falls each year; and

WHEREAS, any earned compensatory time that is not used by the stated timeframe will be paid to the Union County Human Services employee.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF COMMISSIONERS, that in the interest of the public convenience, comfort, prosperity, or general welfare in accordance with RC 5303 02:

- The compensatory payout timeframe is hereby approved and adopted as the most current guidance for the Union County Human Services Department.
- It is hereby found and determined that all formal actions of this Board concerning and relating
  to the adoption of this Resolution were passed in an open meeting of the Board, and that all
  deliberations of this Board that resulted in such formal action, were in meetings open to the
  public, and in compliance with all legal requirements including RC §121.22.

David A Lawred Introduced this resolution and moved its passage; Store Robinson seconded the motion; and after discussion the chair called a roll call vote, and the results were:

Steve Robinson

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Tom McCarthy

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David A. Lawrence

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Mallory Lehman, Clerk

BOARD OF COUNTY COMMISSIONERS

Union County, Ohio

Steve Robinson

Tom McCarthy

David A. Lawrence

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

## **RESOLUTION NO. 25-419:**

# Agreement for Title IV-E Agencies Between the Union County Department of Job and Family Services and Advantage Family Outreach and Foster Care – DJFS

The Board of County Commissioners hereby approves the Agreement for Title IV-E Agencies Between the Union County Department of Job and Family Services and Advantage Family Outreach and Foster Care.

Ohio Department of Children and Youth

# AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Union County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Union County Department of Job and Family Services 940 London Ave Ste 1800 Marysville, OH 43040

and

Advantage Family Outreach and Foster Care, hereinafter "Provider", whose address is:

Advantage Family Outreach and Foster Care 640 Park Ave W Mansfield, OH 44906

Collectively the "Parties".

## **Table of Contents**

ARTICLE I. SCOPE OF PLACEMENT SERVICES Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED FOR AGREEMENTS NOT COMPETITIVELY PROCURED Section 1.02 Section 1.03 **EXHIBITS** ARTICLE II. TERM OF AGREEMENT ARTICLE III. ORDER OF PRECEDENCE DEFINITIONS GOVERNING THIS AGREEMENT ARTICLE IV. ARTICLE V. PROVIDER RESPONSIBILITIES ARTICLE VI. AGENCY RESPONSIBILITIES ARTICLE VII. INVOICING FOR PLACEMENT SERVICES ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES ARTICLE IX. TERMINATION; BREACH AND DEFAULT RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS ARTICLE X. PROVIDER ASSURANCES AND CERTIFICATIONS INDEPENDENT CONTRACTOR AUDITS AND OTHER FINANCIAL MATTERS GRIEVANCE/DISPUTE RESOLUTION PROCESS ATTACHMENTS/ADDENDA ARTICLE XI. ARTICLE XII. ARTICLE XIII. ARTICLE XIV. ARTICLE XV. ARTICLE XVI. NOTICE ARTICLE XVII. CONSTRUCTION ARTICLE XVIII. NO ASSURANCES ARTICLE XIX. CONFLICT OF INTEREST ARTICLE XX. **INSURANCE** ARTICLE XXI. INDEMNIFICATION AND HOLD HARMLESS ARTICLE XXII. SCREENING AND SELECTION PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT ARTICLE XXIII. ARTICLE XXIV. FINDINGS FOR RECOVERY ARTICLE XXV. PUBLIC RECORDS CHILD SUPPORT ENFORCEMENT
DECLARATION OF PROPERTY TAX DELINQUENCY ARTICLE XXVI. ARTICLE XXVII.
ARTICLE XXVIII.
ARTICLE XXIX. SUBCONTRACTING AND DELEGATION PROPERTY OF AGENCY ARTICLE XXX, ARTICLE XXXI. SEVERABILITY NO ADDITIONAL WAIVER IMPLIED ARTICLE XXXII. COUNTERPARTS ARTICLE XXXIII. APPLICABLE LAW AND VENUE ATTACHMENTS TO THIS AGREEMENT

Contract ID: 19505982

Union County Department of Job and Family Services / Advantage Family Outreach and

Foster Care

07/01/2025 - 12/31/2025

Page 2 of 23

#### RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter <u>5153</u> for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

#### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

## Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

## Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I Scope of Work;
- Exhibit I Request for Proposals (if applicable);
- C. Exhibit III Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV Schedule A Rate Information.

#### Article II. TERM OF AGREEMENT

This Agreement is in effect from 07/01/2025 through 12/31/2025, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

Contract ID: 19505982 07/01/2025 - 12/31/2025
Union County Department of Job and Family Services / Advantage Family Outreach and Foster Page 3 of 23

#### Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- Exhibit IV: Title IV-E Schedule A Rate Information.

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

## Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e.,transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to

Contract ID: 19505982

07/01/2025 - 12/31/2025

Union County Department of Job and Family Services / Advantage Family Outreach and Foster Care

Page 4 of 23

be included in the Agency approved per diem.

- Provider agrees to deliver aftercare support as described in Article IV. C.
- Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and
- Provider agrees that all caregivers must be approved by the Agency. E.
- Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - The Monthly Progress Report will include the following medical related information:
    - Service type (i.e. medical, dental, vision, etc.);
    - Date(s) of service; b.
    - Reason for visit (i.e. routine, injury, etc.);
    - c. d. Practitioner name, address and contact number;
    - Name of hospital, practice, urgent care, etc.; e.
    - f. Prescribed medications and dosages;
    - Date(s) medication(s) were prescribed or changed; and g.
    - Changes to medications.
- Placement changes, emergency or non-emergency, are to only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC H. when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (DCY 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02)-

Emergency situations include but are not limited to the following:

- Absent Without Leave (AWOL);
- 2. Child Alleging Physical or Sexual Abuse / Neglect;
- 3. Death of Child;
- 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
- Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital; 5.
- Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors); 6.
- School Expulsion / Suspension (formal action by school); 7,
- Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Höspital or ER); 8.
- Victim of assault, neglect, physical or sexual abuse; and The filing of any law enforcement report involving the child.
- The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
  - When physical restraint is used/applied; and
  - Medication lapses or errors.

07/01/2025 - 12/31/2025

Contract ID: 19505982 Union County Department of Job and Family Services / Advantage Family Outreach and Foster

- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of <u>OAC 5101:2-42-67</u> as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with <u>OAC 5101:2-42-19</u> for all children age fourteen (14) and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in <u>OAC 5101:2-1-01</u>, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule <u>OAC 5101:2-42-65</u> of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to <u>OAC 5101:2-5-33</u>, <u>OAC 5101:2-9-02</u> or <u>OAC 5101:2-9-03</u> has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:

Contract ID: 19505982

07/01/2025 - 12/31/2025

Union County Department of Job and Family Services / Advantage Family Outreach and Foster Care

Page 6 of 23

- To provide over-the-counter medications and/or supplies as part of the per diem of care; 1.
- To comply with the medical consent process as identified by Agency;
  Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and 3.
- Provide an initial placement medical screening within five working days of child's placement into a 4. placement resource under the Provider's operation and/or oversight.
- To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and Y. provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- The Network Provider agrees to notify the Agency if placement resource is currently under investigation for Z. license violations or misconduct toward children or other third-party investigation.
- The Provider will immediately notify the Agency:
  - If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  - Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against 2. the Caregiver within one hour of gaining knowledge of the allegation.
  - Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rule violation. 3.
  - Within twenty-four (24) hours any time there is an event which would impact the placement resource 4. license.

## Article VI. AGENCY RESPONSIBILITIES

- Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code. D.
- Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan E. development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.

07/01/2025 - 12/31/2025

Page 7 of 23

1

- The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- 1. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per
- .1. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - It will make its best effort to obtain the appropriation of any necessary funds during the term of this 3.
- The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or

## Article VII. INVOICING FOR PLACEMENT SERVICES

- The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - Provider's name, address, telephone number, email address, fax number if available, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Ohio Child Welfare Information System (Ohio CWIS) person I.D. number.
  - Admission date and discharge date, if available.
  - Agreed upon per diem for maintenance and the agreed per diem administration; and
  - Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - Case Management; allowable administration cost:
    - Transportation, allowable maintenance cost:
    - Transportation; allowable administration cost;
    - Other Direct Services; allowable maintenance cost; d.
    - Behavioral health care; non-reimbursable cost; and e.
    - Other costs (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate

Page 8 of 23

for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.

C. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$92,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- 1. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

07/01/2025 - 12/31/2025

Page 9 of 23

Contract ID: 19505982 Union County Department of Job and Family Services / Advantage Family Outreach and Foster

- Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

## Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt, In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - Improper or inappropriate activities;
  - Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.

Contract ID: 19505982 07/01/2025 - 12/31/2025
Union County Department of Job and Family Services / Advantage Family Outreach and Foster
Care Page 10 of 23

G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

# Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Children and Youth (DCY), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's

07/01/2025 - 12/31/2025

Page 11 of 23

facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.

- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Provider discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency.

#### Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

Provider shall comply with all of the following including but not limited to:

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with <a href="ORC 2151.86">ORC 5103.0328</a>, <a href="ORC 5103.0328">ORC 5103.0319</a> and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart
   F.

Contract ID: 19505982 07/01/2025 - 12/31/2025 Union County Department of Job and Family Services / Advantage Family Outreach and Foster Page 12 of 23

- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider certifies that it is in compliance with all applicable federal and State laws and regulations governing fair labor and employment practices.
- K. Provider further agrees to comply with <u>OAC 5101:9-2-01</u> and <u>OAC 5101:9-2-05(A)(4)</u>, as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
  - L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

#### Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment

07/01/2025 - 12/31/2025

Page 13 of 23

Contract ID: 19505982 Union County Department of Job and Family Services / Advantage Family Outreach and Foster

compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.

C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with <u>ORC</u> 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in <u>OAC 5101:2-47-26.2</u> to DCY. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with <u>OAC 5101:2-47-26.2.</u>The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with <u>ORC 5101.11</u>, <u>ORC 5101.14</u>, and <u>OAC 5101:2-47-01</u>.
- E. Upon request from the Agency, the Provider shall submit a copy of the DCY 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
  - OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
  - OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements":
  - OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
  - DCY 02911 Single Cost Report Instructions.
  - 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
  - For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
  - 2 CFR part 200.501, Audit Requirements.

## Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to
  this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive
  Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the
  parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.

Contract ID: 19505982

07/01/2025 - 12/31/2025

Page 14 of 23

Union County Department of Job and Family Services / Advantage Family Outreach and Foster Care

 Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

## Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

## Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to

Union County Department of Job and Family Services

940 London Ave Ste 1800 Marysville, OH 43040

if to Provider, to

Advantage Family Outreach and Foster Care

640 Park Ave W Mansfield, OH 44906

#### Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

#### Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- 3. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

#### Article XIX. CONFLICT OF INTEREST

Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire

Contract ID: 19505982
Union County Department of Job and Family Services / Advantage Family Outreach and Foster

07/01/2025 - 12/31/2025

Page 15 of 23

any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.

- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

#### Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
  - Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - Broad form property damage;
  - Severability of interests;
  - Personal injury; and
  - Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000,000,000) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per

Contract ID: 19505982

07/01/2025 - 12/31/2025

Union County Department of Job and Family Services / Advantage Family Outreach and Foster

Page 16 of 23

occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- Additional insured endorsement;
- Pay on behalf of wording; 2
- Concurrency of effective dates with primary; 3.
- 4.
- Blanket contractual liability; Punitive damages coverage (where not prohibited by law);
- Aggregates: apply where applicable in primary; Care, custody and control follow form primary; and
- Drop down feature.

The amounts of insurance required in this section for General Liability, Business-Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- The Provider further agrees with the following provisions: F
  - All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  - The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess
  - Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or 3. materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  - Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 4. coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
  - Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
  - Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
  - If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or, continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
  - Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this
  - Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all

07/01/2025 - 12/31/2025

Page 17 of 23

reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.

11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

 If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or, its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- This Article is not applicable to Agreements between governmental entities.

#### Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
  - Provider warrants and represents it will comply with Article X as it relates to criminal record checks.
     Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  - Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  - Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in <u>ORC 5153.111(B)(1)</u>. <u>ORC 2919.24, and ORC 2151.86</u>, and <u>OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.</u>
  - Provider agrees to be financially responsible for any of the following requirements in <u>OAC Chapters</u> 5101:2-5, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
  - The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with

Contract ID: 19505982

07/01/2025 - 12/31/2025

Union County Department of Job and Family Services / Advantage Family Outreach and Foster Care

Page 18 of 23

applicable local, state and Federal transportation laws:

- Maintenance of a current valid driver's license and vehicle insurance.
- All children being transported by Provider must follow Ohio's Child Passenger Safety Law as b. defined in ORC 4511.81.
- No child that is a passenger and is required to have a seat restraint can be transported by said c. provider until these requirements are met.
- In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child 2. if:
  - The individual has a condition which would affect safe operation of a motor vehicle; a.
  - The individual has six (6) or more points on his/her driver's license; or
  - The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

#### Rehabilitation

- Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
  - If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
  - If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider b. must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
- The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.
- Verification of Job or Volunteer Application: D.

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

#### PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT Article XXIII.

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

#### Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

#### Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall

Contract ID: 19505982

07/01/2025 - 12/31/2025

Union County Department of Job and Family Services / Advantage Family Outreach and Foster

Page 19 of 23

make available the Agreement and all public records generated as a result of this Agreement.

#### Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

#### Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

#### Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

#### Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

Contract ID: 19505982 07/01/
Union County Department of Job and Family Services / Advantage Family Outreach and Foster

07/01/2025 - 12/31/2025

Page 20 of 23

. . . . . .



circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Walvers shall not be effective unless in writing.

#### Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

## Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

Contract ID: 19505982 07/01/2025 - 12/31/2025
Union County Department of Job and Family Services / Advantage Family Outreach and Foster Page 21 of 23
Care

SIGNATURES	OF	PA	RT	IES:
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Print Name & Title	Signature	Date		
Karen L. McGugin	Karen L. McGugin	8/27/25		
¥		STATE OF ALL OF		
ency: Union County Department of Job ar	d Family Services			
Print Name & Title	Signature .	Date		
· SOE WALL	Soil "	9/23/20		
dditional Signatures				
Print Name & Title	Signature	Date		
Steve Robinson, Commissioner	A Polini	10111202		
	Tou Walasthy	1011120		
Iom McCarthy, Commissioner	Touc outcome			
Tom McCarthy, Commissioner  Dave Lawrence, Commissioner	Dai On Jawan	1011120		

C.J. 2015 Date 10 1 2025

#### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information Agency: Union County Department of Job and Family Services Provider / ID: Advantage Family Outreach and Foster Care / 9635152

Run Date: 07/15/2025 Contract Period: 07/01/2025 - 12/31/2025

07/01/2025 - 12/31/2025 Page 23 of 23

Service Description	Service ID	Person Person	Per Dlem	Administration Per Diem	Case Management Per Diem	Per Diem	Transporation / Maintenance Per Diem		1	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Main Street Group Home 2 (21005)	7668915		\$404.00	\$35.00				*			\$439.00	07/01/2025	12/31/2025
Main Street Group Home 2 (21005)	7668915		\$440.00	\$35.00							\$475.00	07/01/2025	12/31/2025
Main Street Group Home 2 (21005)	7668915		\$460.00	\$35.00							\$495.00	07/01/2025	12/31/2025

Contract ID: 19505982
Union County Department of Job and Family Services / Advantage-Family Outreach and Foster Care / 9635152

David A. Lawrence, Yea Steve Robinson, Yea Tom McCarthy, Yea

was carried by the following vote:

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and

#### **RESOLUTION NO. 25-420:**

## Approve the State Fiscal Year 2026 ODOT 5310 Agreement – Human Services

The Board of County Commissioners hereby approves the State Fiscal Year 2026 ODOT 5310 Agreement.



Mike DeWine, Governor Jim Tressel, Lt. Governor Pamela Boratyn, Director

September 17, 2025

Ms. Sue Ware, Human Services Director
Union County Commissioners DBA Union County Agency Transportation Service
233 W. Sixth Street
Marysville, OH 43040

Dear Ms. Ware

The Ohio Department of Transportation (ODOT) is pleased to inform you that \$660,147 has been awarded to the Union County Commissioners DBA Union County Agency Transportation Service. These funds originate from the Specialized Transportation Program and will assist in financing your project(s).

The Office of Transit is utilizing electronic signature capability to implement contracts. Please look in your inbox for an email from One Span to sign your SFY2026 contract electronically.

If you have any questions or require additional information, please contact Kierra Branch at 614.387.5190 or kierra branch@dot.ohio.gov

Respectfully,

E-SIGNED by Jessie Schmitzer on 2025-09-19 11:31:26 GMT

Jessie Schmitzer
Public Transit Manager, Office of Transit
Division of Planning
Ohio Department of Transportation
Jessie.schmitzer@dot.ohio.gov



# Specialized Transportation Program SFY2026 Grant Program Year Subaward Grant Agreement

<u>Federal Awarding Agency</u>: Federal Transit Administration

<u>Pass-Through Entity</u>: State of Ohio Department of Transportation

<u>Subrecipient</u>: Union County Commissioners DBA Union County Agency Transportation Services

> ODOT Contract Number: OH-2024-032 OH-2021-018

ALN Program Number: 20.513

ALN Program Name: Enhanced Mobility for Seniors & Individuals with Disabilities

#### **Contract Data Sheet**

Data Field#	Data Field Name	Data Information
1	Subrecipient Name	Union County Commissioners DBA Union County Agency Transportation Service
2	Subrecipient's Unique Entity Identifier (UEI)	R8S4DB3N3967
3	Subrecipient OAKS Vendor#	0000056185
4	Subrecipient OAKS ADDR CD # Supplier Login (ohio.gov)	009
5	Subrecipient Street Address 1	233 W. Sixth Street
6	Subrecipient Street Address 2	N/A
7	Subrecipient City, State, and ZIP Code	Marysville, OH 43040
8	Subrecipient County	Union
9	Federal Award Identification Number (FAIN)	OH-2024-032
10	Title 49 U.S.C. Section #	5310
11	Federal Award Date of award to the recipient by the Federal agency	9/16/2024
12	Subaward Period of Performance Start Date	7/1/2025
13	Subaward Period of Performance End Date	6/30/2026
14	Amount of Federal Funds Obligated by this action by the pass- through entity to the subrecipient	\$660,147
15	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$660,147
16	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$660,147
17	Federal Award Project Description	Purchase Replacement Vehicles
18	Name of Federal Awarding Agency	Federal Transit Administration
19	Name of Pass-Through Entity	Ohio Department of Transportation
20	Contact Information for Awarding Official of the Pass-Through Entity	Chuck Dyer, ODOT, Office of Transit, 1980 W. Broad St., Columbus, OH 43223, 614-466-3718
21	ALN Program Number	20.513
22	ALN Program Name	Enhanced Mobility for Seniors & Individuals with Disabilities
23	ODOT Grant Program Name	Specialized Transportation Program
24	ODOT Grant Program Year	SFY2026
25	Identification of whether the award is R&D	No
26	Indirect Cost Rate for the Federal award	N/A
27	ODOT PID#	118281 112518
28	Authorizing Official	Sue Ware

# **Project Data Sheet**

Subaward ID (FAN)	ODOT FAN Project Description	FTA ALI Code
SPEC-4363-032-261	Operating Assistance	30.09.01
SPEC-0363-032-261	Purchase Replacement Vehicle	11.12.15
SPEC-0363-018-261	Purchase Replacement Vehicle	11.12.15

	Federal Share		State	State Share		Local Share		Total Project Cost	
Subaward ID (FAN)	\$	%	\$	%	\$	%	\$	%	
SPEC-4363-032- 261	\$475,000	50%	\$0	0%	\$475,000	50%	\$950,000	100%	
SPEC-0363-032- 261	\$90,147	80%	\$0	0%	\$22,537	20%	\$112,684	100%	
SPEC-0363-018- 261	\$95,000	80%	\$0	0%	\$23,750	20%	\$118,750	100%	

Union Cou	nty Commissioners DBA Union County Agency Trans	portation Servic
Ву:	5 I	
Print Name:	Sue Ware	
Title:	Human Services Director	
Date:	9/23/25	
STATE OF OHIO DEPARTMENT OF	TRANSPORTATION	_
DEPARTMENT OF		_
<b>DEPARTMENT OF</b> By:	Director, Ohio Department of Transportation	_
DEPARTMENT OF		-
<b>DEPARTMENT OF</b> By:		_
<b>DEPARTMENT OF</b> By:		_

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# UNION COUNTY COMMISSIONERS JOURNAL 2025 October 1, 2025

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Subre	y certify the	at I ha	ve examined eto, and find th	this Ag at the a	reement	t and the pr nce of ODOT's	oceed offer l	ings taker	by the
has	been o	duly 1, 2025	authorized	by a	the nd that t	Subreciple he execution			
furthe Subre know	er that, in my ecipient in ac ledge, there	y opinio ccordar is no lit	and in accorda on, said Agreen nce with the te igation, pendin nce with the te	nent co rms th ng or th	nstitute ereof. I reatene	s a legal and further certif d, which migl	bindin y that,	ig obligation, to the be	on of the est of my
By:	Assistant Pro	rosecuting	Attorney	Oat	(.1,20	25	æ)		
	October 1	2026							

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#### **EXHIBIT I**

# STATE OF OHIO DEPARTMENT OF TRANSPORTATION

STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDERS 2019-12D and 2022-02D
Governing the Expenditure of Public Funds on Offshore Services

#### CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Orders 2019-12D and 2022-02D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Orders are attached and are available at the following website:

(https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders).

1. Principal location of business of Contractor:

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

rincipal locat	ion of business of subcor	ntractor(s):
		1.0.000.(2)
	N/A	N/A
(Name)		(Address, City, State, Zip)
	N/A	N/A
(Name)		(Address, City, State, Zip)
Location wh	ere services will be perfo	rmed by Contractor:N/A
		(City, State, Zip)
(Address)		(City, State, Zip)
	on where services will be	e performed by subcontractor(s):
	ion where services will be	
		e performed by subcontractor(s):

	(Name)	(Address, City, State, Zip)
3.	Location where state data wi	ll be stored, accessed, tested, maintained or backed-up, by Contractor
	N/A	N/A
	(Address)	(Address, City, State, Zip)
	ocation(s) where state data w ractor(s):	ill be stored, accessed, tested, maintained or backed-up by
	N/A	N/A
	(Name) ."	(Address, City, State, Zip)
	N/A	N/A
	(Name)	(Address, City, State, Zip)
		e performed will be changed or shifted by Contractor:
4.	Location where services to be	- Periodina
4.	Location where services to be	N/A
	Ņ/A	N/A
241	N/A (Address)	N/A
241	N/A (Address)	N/A (Address, City, State, Zip)

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\*Please note a fully executed copy of this agreement was not available at the time these minutes were approved, and a full copy of this agreement is on file at Union County Human Services.

\* \* \*

#### **RESOLUTION NO. 25-421:**

Approve the Updated Prevention, Retention and Contingency (PRC) Program Agreement – Effective Date of the Original Plan was 10/1/1997 – Revision Date of 9/26/2025, With an Effective Date of 10/1/2025 – Human Services

The Board of County Commissioners hereby approves the Updated Prevention, Retention and Contingency (PRC) Program Agreement – Effective Date of the Original Plan was 10/1/1997 – Revision Date of 9/26/2025, With an Effective Date of 10/1/2025.

#### PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN

#### **Union County**

Effective Date of the Original Plan: 10-01-1997

Date of this Revision: 10/2025-9/2027 Biennial Renewal

Date: 10/1/2025



Union County Human Services
Union County Department of Job and Family Services
940 London Avenue, Suite 1800
Marysville, Ohio 43040
(937) 644-1010

#### **DEFINITIONS AND PURPOSE OF PRC:**

The PRC Program, created by Ohio House Bill 408, is not ongoing financial assistance, but a program to help individuals achieve family stability and to overcome immediate barriers to achieving and maintaining employment, economic self-sufficiency, and personal responsibility, thereby preventing the need for ongoing public assistance. The program is designed to reflect the priorities and needs of the Union County community. The agency is responsible for using objective, fair, and equitable criteria when determining eligibility and when approving or denying the application.

<u>Assistance</u>-Assistance programs designed to meet a family's ongoing basic needs are timelimited and require work activities, cooperation with child support and additional casespecific reporting requirements.

<u>Non-Assistance-Non-assistance programs involving nonrecurring, short-term benefits or</u> services do not have the same federal time limits, requirements for work activities and cooperation with child support as does the assistance programs. Does not extend beyond four (4) months.

<u>Prevention services:</u> designed to divert families from ongoing cash assistance by providing short term non-assistance.

<u>Retention services</u>: provided to assist an employed member of the family in maintaining employment.

<u>Contingency services</u>: provided to meet an emergent need which, if not met, threatens the safety, health or well-being of one or more family members.

<u>Assistance Group (AG):</u> A household unit that includes a minor child living with custodial parent, legal guardian or a specified relative, a pregnant woman, and we will also explore eligibility for a non-custodial parent living in Union County.

Household (HH): Typically consists of individuals living together at the same address.

<u>Temporary Absence</u>: Assistant group member has been absent for no longer than 45 consecutive days, location of the absent individual is known, there exists a definite plan for the absent individual to return to the home, and the absent individual shared a home with the assistance group (AG) prior to the onset of the absence. \*\*most relevant to PRC is a child removal from the home by Children Services and the agency indicates that there is a

reunification plan to return the child to the home within six (6) months meets requirements in accordance with ORC 5107.10, see also OAC 5101:1-3-04.

Countable Income: refers to both earned and unearned gross amount.

<u>Federal Poverty Level</u> (FPL): A measure used by the U.S. government to determine financial eligibility for various federal assistance programs that is updated annually by the Department of Health and Human Services (HHS). The FPL varies depending on household size, income thresholds for the household size, and programming based on a specific FPL %, ex. PRC is based on 200% of the FPL.

Expenses Exceed Income: If expenses (money owed) exceed income (money coming in), PRC application will be denied. There does not exist the ability to meet expenses the following month and ongoing. It would be beneficial for the AG to take a budgeting or financial literacy class or seek other community services if available.

#### PRC SERVICES:

-have no direct monetary value to an individual or family and do not involve implicit or explicit income support.

-are non-recurring, short-term benefits which are limited to the amount required to meet the presenting need and will not extend beyond four (4) months.

PRC funds must be used to meet one of the <u>four (4) purposes</u> of Temporary Assistance to Needy Families (TANF):

- To provide assistance to needy families so that children may be cared for in their own home or in the home of relatives, does not cover children living with non-relatives.
   Application required.
- 2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage. Application required.
- To prevent and reduce the incidence of out-of-wedlock pregnancies and establish
  annual numerical goals for preventing and reducing the incidences of these
  pregnancies. Application not required unless county imposes financial need eligibility
  requirement.
- 4. To encourage the formation and maintenance of two-parent families. Application not required unless county imposes financial need eligibility requirement.

#### FEDERAL LIMITATIONS AND REQUIREMENTS:

<u>Federal TANF Statutory Requirements</u>: Medical services cannot be provided with Federal TANF funds, except for pre-pregnancy family planning services. Medical services include inpatient and outpatient medical services as well as mental health and substance abuse treatment, and health care premiums.

<u>Federal funds</u> for the TANF program may not be used to supplant spending in the areas of child support enforcement, foster care, or adoption assistance under Titles IV-D and IV-E of the Social Security Act. Funds may not be used for cost sharing or matching requirements, to construct or purchase buildings, facilities, or real estate, nor general expenses to carry out other responsibilities of the county.

#### **Non-Discrimination Statement:**

Federal laws require that an agency administering federally funded programs and activities cannot discriminate against you based on race, color, national origin, sex, religion, political beliefs, disability, and age.

You may call the Bureau of Civil Rights to submit your complaint, or you may submit your complaint in writing. If submitting by telephone you can call (614) 644-2073 or toll free 1-866-227-6353, or TTY (614) 995-9961. You can send your complaint via mail, fax or following the link below. Mail to: The Ohio Department of Job and Family Services, Bureau of Civil Rights, 30 E. Broad Street, 30<sup>th</sup> Floor, Columbus, Ohio 43215, fax to (614) 752-6381, or enter the following URL <a href="https://odifsebs.my.site.com/CivilRightsConnector/s/discriminationcomplaintform">https://odifsebs.my.site.com/CivilRightsConnector/s/discriminationcomplaintform</a> to complete an online complaint form.

Employment Laws: Federal employment laws such as the Fair Labor Standards Act (FSLA), the Occupational Safety and Health Act (OSHA), Unemployment Insurance (UI), and anti-discrimination laws apply to welfare recipients as they apply to other workers.

Americans with Disabilities Act: If you have a physical or mental condition that substantially limits one or more life activities, you may have rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. Physical or mental conditions including for example, a learning disability, developmental disabilities, a history of drug or alcohol addiction, depression, mobility impairment, or hearing and vision impairment.

<u>Limited English Proficiency</u> (LEP): If your primary (spoken or written) language is not English, we can provide interpreter services at no cost to you, and documents in a specific language if available.

**PAGE 2973** 

#### LEGISLATIVELY DEFINED ELIGIBILITY COMPONENTS of PRC:

Social Security Number: Applicants must supply social security numbers for all members listed on the application or provide proof that they are obtaining social security cards. This is a condition of receipt of TANF and is required under Section 1137 (a) of the Social Security Act. \*The social security number will be used to check information provided by the individual against information held by other federal, state, and local governments; computer matching systems; and program reviews or audits to ensure eligibility for PRC and for a felony warrant match; a match of persons in violation of probation or parole by law enforcement agencies; or for the purposes of investigations, prosecutions, and criminal or civil proceedings that are within the scope of law enforcement agencies' official duties. The social security number may be used when contacting appropriate persons or agencies to determine eligibility and verify information that has been provided for the PRC program, for example, income, financial resources, disability benefits or other similar benefits and programs. Such information may affect household eligibility.

<u>Citizenship:</u> In order to receive PRC benefits and services, at least one member of the PRC assistance group (AG) must be a citizen of the United States, or a qualified alien as defined in rule 5101:1-2-30 of the Ohio Administrative Code (OAC).

Residency: Applicants must be residents of Union County. Residency is established by living in the county voluntarily with the intent to remain permanently or for an indefinite period. Residency is also established by an applicant who is not receiving assistance from another county and who entered the county with a job commitment or bona fide offer of employment with a projected start date, whether currently employed.

#### Fraud and Overpayment Process:

If it is found that the services issued under this program were erroneous due to false or misleading information supplied for or from the assistance group, or vendor an overpayment will be determined and pursued by the agency and/or the county prosecuting attorney. Pursuant to section ORC 5101.83 and rule OAC 5101:1-23-75, <a href="PRC benefits and services may not be provided to a family that fraudulently receives assistance under the OWF and PRC programs until the assistance group repays the cost of the fraudulent assistance.">PRC benefits and services may not be provided to a family that fraudulently receives assistance under the OWF and PRC programs until the assistance group repays the cost of the fraudulent assistance.</a>

#### **Voter Registration Process:**

The county agency, in accordance with ORC 329.051, must make a voter registration form available to persons applying for or taking part in the PRC program, these forms are attached to each PRC application.

#### REQUESTED NEED FOR SERVICES MUST BE RELATED TO:

- -pursuit of a bona fide offer of employment of 30 hours or more weekly or if less than 30 hours income must meet expenses.
- -retention of employment for 30 hours or more weekly or if less than 30 hours income must meet expenses.
- -emergent need of a family with a minor child(ren) that receives a fixed monthly income.
- -participation in work activities or other employment related training.
- -the health, safety, well-being, or stability of the family and upon recommendation of the child protective services (CPS) unit or designated service provider.

Eligibility for PRC will be determined on a case-by-case basis and is dependent on the Assistance Group (AG) showing a willingness to obtain or maintain a consistent income stream (ex. employment) for adults in the household, verification of the need, and the agency finding that provision of the PRC service will satisfy that need. The agency will look at the AG and other adult members of the household identified by the applicant or known to the system, who may significantly enhance the family's ability to achieve economic self-sufficiency. Simply needing a service such as utility shut-off prevention, transportation or training does not constitute a definition of economic need. Each county is to ensure that the expenditures are targeted to families most in need and reflect the intent of the program, the ability to overcome immediate barriers to achieving and maintaining self-sufficiency and personal responsibility.

#### **Applicant Responsibility:**

An applicant for PRC is responsible for completing all necessary documents, including the application, furnishing all available facts and information, including social security number, verification and documentation, and cooperating in the eligibility determination process.

#### LOCALLY DEFINED COUNTY AGENCY ELIGIBILITY COMPONENTS:

#### Assistance Groups (AG):

The PRC AG <u>must</u> contain a \*minor child (minor definition is: under the age of eighteen or age eighteen but attending high school or its equivalent and residing in the household) with a parent(s), specified relative, legal guardian, or legal custodian; or a \*pregnant individual; or \*non-custodial parent residing in the county with a minor child who lives in Ohio (the non-custodian's children of the order are included as part of the household size for eligibility purposes), the assistance group is county defined and may contain other adult members when identified by the applicant, that can significantly enhance the assistance group's ability to achieve economic self-sufficiency or other AG groups defined for services, ex. Kinship Caregiver services or Stabilization.

#### **Economic Need:**

Union County uses 200% FPL to determine the income need for the PRC AG. The assistance group's income must be equal to or less than the standard. \*See plan attachment or refer to the most current poverty guidelines in place for the timeframe of the PRC plan. TANF purposes 1 and 2 require the assistance group to meet the income standards.

Countable Income: Union County will use the total gross of both earned and unearned income to determine the economic standard of 200% FPL or below of all members of the PRC AG except those of a minor child. A 30-day budget period is considered when determining eligibility, with the period beginning 30 days prior to the date of application and ending on the application date.

# Ex. Of Earned income that will be explored:

- -Employment-earnings from work as an employee
- -Self-employment

# Ex. Of Unearned income that will be explored:

- -RSDI (Retirement, Survivors, and Disability Insurance).
- -Alimony and child support
- -Veteran Administration benefits
- -Workers Compensation benefits
- -Lump-sum payments (including tax refunds).
- -Unemployment benefits

- -Rental income
- -Monetary gifts
- -OWF, Disability Assistance,
- or SSI payments
- -Pension or retirement benefit, investment income

# Excluded Income and Resources: OAC 5101:1-24-20

A) Child support payment distributions made by the Ohio department of job and family services (ODJFS) pursuant to division (C) of Section 1 of Am. S.B. 170 of the 124th General Assembly (10/2001). (B) All income that is federally excluded in the determination of eligibility for federal needs-based programs. Federally excluded income includes the income sources identified in paragraphs (C) and (D) of this rule. (C) Drug discounts and transitional assistance received under the Medicare Prescription Drug, Improvement, and Modernization Act, at Section 1860D-31(g)(6) of the Social Security Act (10/2001). The language in Section 1860D-31(g)(6) of the Social Security Act states that the availability of negotiated prices or transitional assistance under this section shall not be treated as benefits or otherwise taken into account in determining an individual's eligibility for, or the amount of benefits under any other federal program.(D) Monetary allowances paid under Section 401 of the Veterans Benefits and Health Care Improvement Act of 2000, effective November 1, 2000. Payments authorized and made by the veteran's administration (VA) to provide certain benefits, including a monthly monetary allowance for children with covered birth defects who are the natural children of women veterans who served in the republic of Vietnam from February 28, 1961, through May 7, 1975.

#### **Countable Resources and Limits:**

Liquid resources: resources that are in cash or payable upon demand. They must be available to help the applicant meet their emergent needs.

Legal interest: resource that any member of the applicant's household has a legal interest in, such as a savings or investments, will be considered it they exceed the monetary amount of the requested need.

<u>Verification</u>: A signed JFS 07341, "Applicant/Recipient Authorization for Release of Information" will be included in each PRC application packet and is required to be signed by the applicant or applicable person listed on the application to aid in obtaining required verifications. Specific verifications needed are included within the PRC plan along with services, funding cap amounts, timeframes of the service, TANF purposes, AG definition, and documentation needed.

#### County Agency Responsibility:

The application must be approved or denied within 10 business days after receipt of a signed application with all required or applicable documentation attached to determine eligibility or to assist with the requested service. Failure to provide required verifications or lack of participation and communication from the applicant within a reasonable time will result in automatic denial of the application. PRC is intended for emergent needs and every effort should be made to provide documents with in the first 10 days of having received the application. For all approvals UCDJFS will mail ODJFS form 4074-Notice of Approval of Your Application for Assistance, all denials will receive ODJFS form 7334-Notice of Denial of Your Application for Assistance. Other forms may be used for specific programs or services. (Ex. for Stabilization and Kinship Caregiver Program form JFS 04065 is used as written notice of intent to deny, to withhold, reduce, suspend, or terminate services). Notice and State Hearing Requirements: each application packet contains a JFS 4059 and JFS forms 4074 and 7334 each have a state hearing request section with instructions. Applicants should be informed about other programs/services that the agency offers and hearing rights as applicable to those programs.

#### **Exploring and Coordinating with Community Resources:**

An applicant <u>must use available income and available resources</u> in meeting the presenting need. This <u>can</u> include on-going assistance programs such as OWF, SSI, and Food Assistance, as well as Unemployment Compensation, Child Support and Social Security. An applicant must provide information if they have explored other resources, the agency will (obtain a signed release of information form) communicate with other social service agencies to ensure minimal to no duplication of services and how best to meet the identified need.

PRC funds shall not be used for utility services regulated by PUCO and/or covered by emergency HEAP. Emergency HEAP benefits must be explored by the applicant before PRC approval is considered.

PRC services are only available to AG's who have not received PRC above the monetary cap during the previous 12-consecutive months, unless otherwise specified. An AG who has received PRC in another county may be eligible for PRC in Union County up to the cap, minus the amount received from other counties in the preceding 12-months.

#### **Ineligibility Factors:**

- -Individuals with any outstanding fraud/intentional program violation (IPV) balance.
- -Individuals ineligible for other programs due to deliberate non-compliance with the terms of their assistance. PRC services may be provided to assistance groups sanctioned under OWF if the service can be helpful in resolving issues regarding the sanction, such as continuing family stability services or assisting a sanctioned individual in gaining or retaining employment.
- -Individuals who are not a citizen of the United States or a qualified non-citizen.
- -Individual who is a fleeing felon and/or a probation/parole violator.
- -AG must not have any member who voluntarily quit employment or acted to cause their termination within the last 60 days without good-cause.
- -An applicant or AG member who is on strike.
- -AG's who do not use their own resources to help meet their needs.

Once applications are approved, the agency will authorize and generate payment for the support, goods, and/or services. Payment will be made to vendors per the fiscal procedures in place for the agency unless program services state otherwise. All auditing requirements shall be met.

\*\*PRC services may be limited or suspended based on the availability of funds. The covered benefits, services, or the amounts specified for the benefits and services listed in the section detailing scope of coverage may not be reduced, limited, or restricted unless the program is amended, EXCEPT in the event of loss or reduction of program funding from the State of Ohio. \*\*

Union County Department of Human Services agree to implement the PRC plan as written above.

Sue Ware-Director

Date





# **Legal Notice**

August 15, 2025

The Union County Department of Job and Family Services will be starting the process of the biennial renewal of the Prevention, Retention, and Contingency Plan for 2025-2027. You will be able to view an electronic copy at <u>Union County, Ohio – Human Services</u> under the Assistance Programs tile and a hard copy at the Department of Job and Family Services from August 15, 2025 through COB September 15, 2025, located at 940 London Avenue Suite 1800, Marysville, Ohio 43040.

Please put all comments in writing and mail to the above address or drop off at the front lobby desk. Contact information: Nedra Baetz at 937-644-1010 ext. 2226, or by e mail at: <a href="Nedra.Baetz@jfs.ohio.gov">Nedra.Baetz@jfs.ohio.gov</a>

The Union County Commissioners certify that the Union County Department of Human Services has complied with Chapter 5108 of the Ohio Revised Code in adopting the statement of policies of the Union County Prevention, Retention, and Contingency Plan.

> C.J. 2025 25-U2L Date 1011 2025

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

<sup>\*</sup>A full copy of this agreement is on file at Union County Human Services.

#### **RESOLUTION NO. 25-422:**

## **Personnel Actions – Human Services**

The Board of County Commissioners hereby approves the following Personnel Actions:

# October 1, 2025

# **HUMAN SERVICES PERSONNEL ACTIONS**

**UCATS** Department

Lead Vehicle Operator

Donna Smalley (Resignation) - Effective July 31, 2025

Vehicle Operator

Tracey Monroe (Resignation) - Effective August 1, 2025

Vehicle Operator

Jodi Oberdier (Resignation) – Effective August 1, 2025

Administrative

**Deputy Director** 

Janell Alexander (Resignation) – Effective September 12, 2025



A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

#### **RESOLUTION NO. 25-423:**

# <u>Creation of New Fund #763 – Del Webb – Maygrass Subdivision – Union Soil & Water Conservation</u> District

The Board of County Commissioners hereby approves the Creation of New Fund #763 – Del Webb Maygrass – Subdivision Fund under Department Code 422, Soil and Water Conservation District. This fund will be used for tracking and recording revenue and expenses related to maintenance of the Del Webb – Maygrass Subdivison.

A motion was made by David A. Lawrence and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

#### **RESOLUTION NO. 25-424:**

## Request for Permission to Sell a 1991 Ford F350 on the GovDeals Website - EMA

The Board of County Commissioners hereby approves the Request for Permission to Sell a 1991 Ford F350 on the GovDeals Website.







September 22, 2025

Union County Commissioners 233 West 6<sup>th</sup> Street Marysville, Ohio 43040

**Board of Commissioners** 

The Union County Emergency Management Agency has a 1991 Ford F350 (a squad donated from Jerome Township Fire) with vehicle identification number (VIN) 1FDKF37M8MNBO8601. The vehicle is no longer needed by our agency with the addition of the truck purchased in 2025. Jerome Township Fire has advised they do not wish to have the vehicle returned to them. We are requesting to sell this vehicle on GovDeals.

Respectively,

Brad Gilbert Director

A motion was made by David A. Lawrence and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

Sue Ware left the meeting at this time.

# **RESOLUTION NO. 25-425:**

# **Transfers of Appropriations and/or Funds**

The Board of County Commissioners hereby approves the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT PROJ	ECT COMMENT	DTL EFF DATE	DR/CR	AM	TOUNT
879	1	9/23/2025	Court Srv			bsattler	04385400	510100	To Court Services Salaries	9/23/2025	D	\$	144,000.00
879	2	9/23/2025	Court Srv			bsattler	04385400	510100	From Patrol Salaries	9/23/2025	1	\$	144,000.00
879	3	9/23/2025	Court Srv			bsattler	04385400	510205	To Cour Services OPERS	9/23/2025	D	Ś	20,180.00
879	4	9/23/2025	Court Srv			bsattler	04385400	510205	From Patrol OPERS	9/23/2025	1	\$	20,180.00
879	5	9/23/2025	Court Srv			bsattler	04385400	510215	To Court Services Medicare	9/23/2025	D	Ś	1,755.00
879	6	9/23/2025	Court Srv			bsattler	04385400	510215	From Patrol Medicare	9/23/2025	1	\$	1,755.00
879	7	9/23/2025	Court Srv			bsattler	04385400	510225	To Court Service Work Comp	9/23/2025	D	\$	97.00
879	8	9/23/2025	Court Srv			bsattler	04385400	510225	From Patrol Work Comp	9/23/2025	1	\$	97.00

ADD'L DESC: moving salary/benefit lines to align with costs to Court Services from Patrol

Stre O Roline Jan raceury Daw O. Sawan

Commissioners 10/1/2025

A motion was made by Steve Robinson and seconded by David A. Lawrence to approve this resolution and was carried by the following vote:

Steve Robinson, Yea Tom McCarthy, Yea David A. Lawrence, Yea

\* \* \*

#### **ADMINISTRATOR ACTION NO. 25-109A:**

## Contract Between Union County Human Services (UCHS) and Adriel School, Inc. - Human Services

County Administrator Bill Narducci approved the Contract Between Union County Human Services (UCHS) and Adriel School, Inc.

Docueign Envelope ID: 0FAF0812-6997-468B-902A-D020DD17CB23

#### **Family Preservation Programming Contract**

This Contract is entered into on 8/1/2025 between **Board of County Commissioners** acting through **Union County Human Services (UCHS)**, 940 London Avenue, Suite 1800, Marysville, Ohio, 43040, and **Adriel School, Inc. (Adriel)**, an Ohio corporation for non-profit, located at 22897 US 20A Archbold, Ohio 43502 and whose telephone number is (419) 445-1980.

Although this is a multi-service contract, signers do not guarantee participation in any or all programs by signing this Contract.

#### 1. CONTRACT PERIOD

This contract will be effective from 8/1/2025 through 7/31/2026, inclusive, unless otherwise terminated or extended by formal amendment. This contract may be terminated in advance of its specified term by either UCHS or Adriel upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove, or at such other address as may hereinafter be specified in writing. All monies due Adriel from UCHS will be paid at the time of such termination.

#### 2. CONTRACT SERVICES

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 UCHS (Supervised Visitation), providing coaching services to all participating family members 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).

## A. The following Supervised Visitation services will be provided:

- Provide supervised visitations;
  - 2. Assure that children are well cared for during their visitations;
- . . 3. Coordinate services among all involved parties;
  - 4. 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.

# B. 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;
- 2. Services provided will be based in the Teaching Family Model;
- 3. Survey adults using this service to gauge satisfaction;
- Promote and encourage positive lifestyles, positive parenting, and family stability;
- 5. Create Family Service Plans based on a family assessment;
- 6. Promote and encourage self-sufficiency and self-advocacy;
- 7. Coordinate services among all involved parties.
- 8. When invited attend team meeting; school meeting; court

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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.

#### C. The following Enhanced Visitation will be provided:

- 1. Provide supervised visitation;
- 2. Provide coaching services, as described above, to participating family members;
- 3. Create Family Service Plans based on a family assessment;
- 4. Attend team meetings to ensure continuity of family care, as required;
- 5. Survey of adults using this service to gauge satisfaction;
- 6. Assure that children are well cared for during their visitations;
- 7. Coordinate services among all involved parties.
- 8. 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.

#### 3. BILLING AND PAYMENT

UCHS 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 1/4-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 UCHS within 10 days of the end of the service month to union\_accts\_recv@jfs.ohio.gov. 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. UCHŚ 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.

Total compensation under this Contract shall not exceed \$9,999.00.

Monthly Visitation Progress Reports will be submitted to UCHS for supervised visitation services by the 10th 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.

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Other Documentation including Supervised Visitation Observation Form, Enhanced Visitation Observation Form, Family Coaching Home Visit Form, Supervised Visitation Quarterly Review, Family Coaching and Enhanced Visitation Assessment, Service Plan and Review, Supervised Visitation Cased Closed Summary, and Family Coaching and Enhanced Visitation Discharge Summary will be submitted to the primary worker at UCHS for services by the 10th of each month, following the month in which services were provided.

#### 4. LIMITATIONS

Adriel warrants the following:

- Any costs incurred pursuant to this contract will not be allowable, or included, as a cost of any
  other federally financed program in either the current or a prior period;
- No Medicaid reimbursable services will be provided through this contract;
- Purchases of goods and services must be compliant with Federal, State, and Local Procurement guidelines.

#### 5. DUPLICATE BILLING

Adriel warrants that claims made to UCHS for payments for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by Adriel to other sources of public funds for the same service.

#### 6. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided and supporting documentation for invoices submitted to UCHS by Adriel shall be retained and made available by Adriel for audit by UCHS, the State of Ohio (including, but not limited to, UCHS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials), and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this period, Adriel shall retain records until the audit is concluded and all issues are resolved.

#### 7. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Adriel from obtaining and working under an additional contract, arrangements(s) with other parties aside from UCHS if the contract work in no way impedes Adriel's ability to perform the services required under this contract. Adriel further agrees that there is no financial interest involved on the part of any UCHS officers, Board of County Commissioners or employees of the county involved in the development of the specifications or the negotiation of this contract.

Adriel has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a UCHS employee will gain financially or receive personal favors because of the signing of this contract.

Adriel will report the discovery of any potential conflict of interest to UCHS. Should a conflict of interest be discovered during the term of this contract, UCHS may exercise any right under the contract including termination of the contract

#### 8. INDEMNITY and INSURANCE

Adriel agrees to indemnify and save harmless UCHS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision by Adriel of services in connection with the contract.

Adriel shall carry general liability, professional liability, and third-party employee dishonesty insurance with a combined single limit of not less than \$1,000,000.00. Adriel shall carry automobile liability insurance with combined single limits of not less than \$1,000,000.00. Adriel shall carry umbrella/excess liability insurance with limits of not less than \$3,000,000.00.

Docusign Envelope ID: 0FAF0812-6997-468B-902A-D020DD17CB23

Adriel shall provide UCHS with a current certificate of insurance and a copy of the declaration page for any such insurance policy showing that the insurance policy is in effect during the period for this Contract.

Adriel will obtain, maintain, and provide proof of coverage under Ohio Workers' Compensation laws at all times the Contract is in effect.

#### 9. CIVIL RIGHTS

Adriel agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contract, or any person acting on behalf of a contract or due to race, color, sex, religion, national origin, handicap, age, or ancestry.

It is further agreed that Adriel will comply with all federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract.

Adriel agrees to full compliance with Title VI of the Civil Rights Act of 1964, Including the provision of language access services to persons with Limited English Proficiency. All LEP customers receiving services from Adriel through this contract will receive timely & effective oral interpreter & written translation services at no cost to the customer.

#### 10. OVERPAYMENT RECOVERY

An overpayment occurs when there is no documentation to support service(s) invoiced and paid, consumer was not eligible for the service, or the contract billed for unallowable costs, or costs not in the Contract budget, or in excess of the budget line items. A repayment plan will be developed. Except in unusual circumstances, completed repayment must be made within the Contract duration unless negotiated with and agreed upon by both parties.

#### 11. PUBLIC RECORDS

This contract is a matter of public record under the laws of the state of Ohio. Adriel agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, DJFS shall make available the contract and all public records generated because of this contract.

#### 12. GRIEVANCE/DISPUTE & RESOLUTION

In the event disagreements arise between the staff of UCHS and the staff of Adriel, which they cannot resolve; the dispute will be taken to the Supervisor directly responsible for staff involved of UCHS and Adriel's Supervisor of staff involved to resolve. If they cannot resolve the issue, it will be the responsibility of the Director of UCHS and the Adriel Director, to reach an agreement.

 UCHS retains final authority for all customer eligibility decisions, based on applications, verifications and UCHS policies and procedures, pursuant to this Contract.

#### 13. COOPERATION WITH CHILD SUPPORT

Adriel agrees to cooperate with UCHS and any Child Support Enforcement Agency (CSEA) in ensuring Provider or the employees of Provider meet child support obligations established under state or federal law. Further, by executing the Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support, which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.

#### 14. NO ASSIGNMENT OR SUBCONTRACTING

No party shall assign this contract or any right or obligation of this contract, by operation of law or otherwise. Provider shall not subcontract any Services without the prior written consent of UCHS and subject to such additional terms, including adjustments to billing rates, as UCHS shall reasonably request.

#### 15. SIGNATURES; COUNTERPARTS

Docusign Envelope ID: 0FAF0812-6997-468B-902A-D020DD17CB23

This Contract may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Contract and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic Imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-Inked, manually executed document.

This Contract constitutes the entire Contract between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, Contracts, Inducements, and conditions of any nature whatsoever, with respect to the subject matter hereof. No amendment, waiver, or discharge of any provision herein this Contract shall be effective against either party without the written consent of both parties.

#### 16. VALIDITY OF PROVISIONS

In the event any provision of this Contract is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Contract. This Contract and its terms and conditions shall be governed by the laws of the State of Ohio, without regard to its conflict of law rules.

The parties agree that any action to resolve disputes arising under this Contract shall be filed in a court of competent jurisdiction in Union County, Ohio or in the applicable federal district court.

Adriel affirms that it and each individual identified in R.C. §3517.13(1) or R.C. §3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. 3517.13, as amended.

ADRIEL SCHOOL, INC.	
Todd Hanes, CEO	
Printed name/title:	
7/24/2025	
Date	
6	
	Todd Hanes, CEO  Printed name/title: 7/24/2025

Page 5 of 5

# **ADMINISTRATOR ACTION NO. 25-110A:**

# **Payment of Bills**

County Administrator Bill Narducci approved the payment of regular purchase order bills and the "then and now" bills submitted for the week of September 29, 2025.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
The state of the s	REPUBLIC WASTE SERVI	100125	0046-006345474	20250478	1.82 Pending approval	422
4674	OSU INTERNAL MEDIC	100125	220275	20255726	7.90 Pending approval	438
10316	COUGHLIN AUTOMOTIVE	100125	516001848	20250225	10.00 Pending approval	438
1127	QUILL CORPORATION	100125	45732988	20250303	12.29 Pending approval	410
	OSU RADIOLOGY, LLC	100125	220195	20255684	14.98 Pending approval	438
	RICHWOOD BANKING VIS	100125	319477249	20255765	16.99 Pending approval	426
184	FEDEX	100125	8-995-16696	20255530	18.08 Pending approval	426
8723	SULLIVAN, ABBY	100125	mileage Aug 2025	20255742	21.00 Pending approval	426
1046	GINGWAY PRODUCTS INC	100125	168196	20255702	25.30 Pending approval	422
521	MASI	100125	5390299	20250493	26.30 Pending approval	422
521	MASI	100125	5390092	20250493	26.30 Pending approval	422
521	MASI	100125	5390019	20250493	26.30 Pending approval	422
521	MASI	100125	5380495	20250493	26.30 Pending approval	422
521	MASI	100125	5380303	20250493	26.30 Pending approval	422
52	DAYTON POWER & LIGHT	100125	200001166608 9/19/25	20250807	28.18 Pending approval	418
1522	CENTURYLINK	100125	Toll Free 9-10	20255739	32.23 Pending approval	420
52	DAYTON POWER & LIGHT	100125	220313	20250919	32.80 Pending approval	470
3204	JOHN DEERE FINANCIAL	100125	Sept25	20255704	34.18 Pending approval	422
8365	DARTPOINTS	100125	149220	20247913	34.50 Pending approval	404
4674	OSU INTERNAL MEDIC	100125	220192	20255682	35.65 Pending approval	438
4674	OSU INTERNAL MEDIC	100125	220278	20255724	35.65 Pending approval	438
4674	OSU INTERNAL MEDIC	100125	220283	20255722	35.99 Pending approval	438
521	MASI	100125	5380338	20250493	38.60 Pending approval	422
2913	SHIPING XIONG	100125	092525	20255789	39.20 Pending approval	404
128	MEMORIAL HOSPITAL UN	100125	08122025-01	20255606	40.00 Pending approval	418
1127	QUILL CORPORATION	100125	45716891	20255707	41.99 Pending approval	422
2245	RICHWOOD BANKING VIS	100125	220433	20255024	42.00 Pending approval	412
1127	QUILL CORPORATION	100125	45610366	20250132	43.35 Pending approval	438
38	CITY OF MARYSVILLE	100125	220431	20250852	44.22 Pending approval	470
10385	ARBOGAST, JUSTINE	100125	102525	20255787	46.20 Pending approval	404
1873	PARR PUBLIC SAFETY E	100125	INV114614	20250134	50.00 Pending approval	438
	GORDON FLESCH COMPAN	100125	15309490	20247142	51.55 Pending approval	436
	MASI	100125	5380372	20250493	52.60 Pending approval	422
	MCCLARY, CHRISSY	100125	102525	20255788	55.08 Pending approval	404
	COUGHLIN AUTOMOTIVE	100125	516001984	20250225	57.40 Pending approval	438
	LANDON, NATATLIE	100125	9/22/25	20251042	57.40 Pending approval	418
	ODP BUSINESS SOLUTIO	100125	436019481001	20255734	58.59 Pending approval	420
	COUGHLIN AUTOMOTIVE	100125	516001848B	20248034	64.99 Pending approval	438
	OSU SURGERY, LLC	100125	220294	20255714	67.66 Pending approval	438
	DARTPOINTS	100125	149219	20247913	68.10 Pending approval	404 470
	SBA STRUCTURES, INC.	100125	IN15904900	20250914	70.96 Pending approval	438
	COUGHLIN AUTOMOTIVE	100125	516002016	20250225	74.99 Pending approval	438
	COUGHLIN AUTOMOTIVE	100125	516002171	20250225	74.99 Pending approval 82.16 Pending approval	418
	CHARM-TEX, INC.	100125	0418624-IN	20251024	85.88 Pending approval	410
	AEP OHIO	100125	109631633561	20250301 20251390	88.26 Pending approval	422
	REPUBLIC WASTE SERVI REPUBLIC WASTE SERVI	100125 100125	0046-006347550 0046-006347551	20251390	88.57 Pending approval	422
	NAGARA	100125	6546	20251590	89.00 Pending approval	412
				20250483	89.46 Pending approval	422
	COLUMBIA GAS OHIO IN QUILL CORPORATION	100125 100125	Aug/Sept25 45719663	20255782	89.98 Pending approval	434
	GORDON FLESCH COMPAN	100125	15323211, 15321336	20253762	90.53 Pending approval	414
	BAILEY, CHRISTY	100125	092525	20255786	92.96 Pending approval	404
	US BANK	100125	563837541	20253780	94.08 Pending approval	404
1354	00 Di 1140	100123	30303/371	_5251555	24.00 Chang approval	777

Vendor Name	CHECK RU	N Invoice	PO	Invoice Amt Status	Dept
4677 OSU EMERGENCY MED	100125	220199	20255685	94.23 Pending approval	438
4677 OSU EMERGENCY MED	100125	220276	20255725	94.23 Pending approval	438
7406 AMAZON CAPITAL	100125	CFCF, MRV3	20255122	94.73 Pending approval	418
9140 RECTOR, HEIDE	100125	092525	20255785	96.60 Pending approval	404
4674 OSU INTERNAL MEDIC	100125	220191	20255683	99.15 Pending approval	438
10198 WHARTON, KOTA	100125	INV-352	20252450	104.00 Pending approval	422
5713 GRAINGER	100125	9645755308	20251122	104.61 Pending approval	470
1039 REPUBLIC WASTE SERVI	100125	0046-006345742	20251390	105.49 Pending approval	422
7406 AMAZON CAPITAL	100125	13QT-GPLW-QTMV	20255700	112.03 Pending approval	422
521 MASI	100125	5380277	20250493	115.80 Pending approval	422
10226 WESLEY, MICHAEL	100125	092525	20255784	116.90 Pending approval	404
6592 UNION COUNTY FARM BU	100125	090125	20255746	120.00 Pending approval	404
3259 YONAK, GINGER	100125	7/30/25-9/16/2025	20255715	120.42 Pending approval	412
38 CITY OF MARYSVILLE	100125	220207	20250852	124.32 Pending approval	470
6299 OHIO TACTICAL OFFICE	100125	6455	20255691	125.00 Pending approval	438
10141 SAFE LIFE DEFENSE	100125	32493445	20255537	128.29 Pending approval	438
1127 QUILL CORPORATION	100125	45563731	20250385	131.72 Pending approval	438
10316 COUGHLIN AUTOMOTIVE	100125	516001971	20250225	134.99 Pending approval	438
1612 BOGGS, ALISON	100125	14-25-32	20250887	135.00 Pending approval	412
2245 RICHWOOD BANKING VIS	100125	220434	20255207	147.37 Pending approval	412
5178 OFFICE CITY EXPRESS	100125	95646-00	20250475	157.98 Pending approval	422
978 AEP OHIO	100125	165.48	20250301	165.48 Pending approval	410
7406 AMAZON CAPITAL	100125	13X7-6QTQ-1TKT	20250829	166.42 Pending approval	426
38 CITY OF MARYSVILLE	100125	220309	20250852	171.95 Pending approval	470
10222 LITERATIM COURT REPO	100125	19-CR-0283	20255696	173.50 Pending approval	
7406 AMAZON CAPITAL	100125	3P9G	20255122	180.37 Pending approval	412 418
4313 OSU RADIOLOGY, LLC	100125	220281	20255723	185.11 Pending approval	438
38 CITY OF MARYSVILLE	100125	220307	20250852	187.77 Pending approval	470
2245 RICHWOOD BANKING VIS	100125	FUEL AND TRAINING	20255764	201.87 Pending approval	426
833 VERIZON WIRELESS GRE	100125	6123852015	20255797	205.52 Pending approval	434
38 CITY OF MARYSVILLE	100125	220300	20250852	215.82 Pending approval	434
1127 QUILL CORPORATION	100125	45671917	20250305	220.87 Pending approval	410
4319 OACP	100125	PR1512	20255680	225.00 Pending approval	
4319 OACP	100125	ED324	20255679	235.00 Pending approval	438
2191 AMAZON	100125	1FYT-NYM1-69X6	20251118	236.10 Pending approval	438
6717 STATE INDUSTRIAL PRO	100125	903934827	20250924	250.27 Pending approval	470
10222 LITERATIM COURT REPO	100125	24-CR-0214	20255698	257.25 Pending approval	470 412
521 MASI	100125	5390242	20250493	282.35 Pending approval	
1039 REPUBLIC WASTE SERVI	100125	0046-006345464	20250333	284.24 Pending approval	422
1873 PARR PUBLIC SAFETY E	100125	INV114876	20250134	289.90 Pending approval	438
38 CITY OF MARYSVILLE	100125	220310	20250852	290.13 Pending approval	438
1039 REPUBLIC WASTE SERVI	100125	0046-006345408	20250478	293.96 Pending approval	470
12 WEST PUBLISHING PAYM	100125	852445190	20255669	297.82 Pending approval	422
8630 FOX SUPPLY, LLC	100125	156198	20253482	304.83 Pending approval	434
1046 GINGWAY PRODUCTS INC	100125	168126	20255703	308.96 Pending approval	418
1127 QUILL CORPORATION	100125	45562772	20250385		422
6120 NARDUCCI, WILLIAM		09/2025 Japan Trip	20255716	323.42 Pending approval 329.31 Pending approval	438
2693 AIR FORCE ONE INC.		570409	20250808	344.00 Pending approval	412
38 CITY OF MARYSVILLE		220311	20250852	360.50 Pending approval	418
1127 QUILL CORPORATION		45717394	20255783		470
1123 ZANDER PEST CONTROL		46327, 46328	20255791	403.57 Pending approval 410.00 Pending approval	434
100 SOUTHEASTERN EQUIPME		D01817	20255599	444.41 Pending approval	420
9194 REED, BENJAMIN		6041	20255763	445.00 Pending approval	422
				13:00 Leurnig abbional	418

/endor	Name	CHECK RUN	Invoice	PO	Invoice Amt Status	Dept
978	AEP OHIO	100125	10809633679256	20250301	452.67 Pending approval	410
8335	BREEZELINE	100125	090125	20255750	460.15 Pending approval	404
6299	OHIO TACTICAL OFFICE	100125	6455B	20255692	500.00 Pending approval	438
6726	OHIO ASSOCIATION OF	100125	OAPJ CLERK TRAINING	20255720	525.00 Pending approval	426
1971	STAPLES CONTRACT &	100125	7003192652	20251028	569.44 Pending approval	418
1932	TREASURER STATE OF O	100125	26L1065	20250217	600.00 Pending approval	438
10316	COUGHLIN AUTOMOTIVE	100125	516001849	20250225	601.14 Pending approval	438
	QUILL CORPORATION	100125	618.90	20250303	618.90 Pending approval	410
	STATE CHEMICAL MANUF	100125	903935749	20250490	647.69 Pending approval	422
	CITY OF MARYSVILLE	100125	220308	20250852	652.81 Pending approval	470
	DAVE'S PHARMACY	100125	1268, 3688314	20251032	682.45 Pending approval	418
	GORDON FLESCH COMPAN	100125	IN15315936	20251238	707.31 Pending approval	420
	CENTURYLINK	100125	220196	20254648	749.00 Pending approval	470
	NATIONWIDE PET INS	100125	8415005	20255662	767.26 Pending approval	438
	URBAN AND REGIONAL I	100125	200004083	20255745	775.00 Pending approval	404
	DEAF SERVICES CENTER	100125	DS720-00002	20255743	920.80 Pending approval	420
	NACO	100125	202543245	20255743	1,026.00 Pending approval	412
	BOGGS, ALISON	100125	14-24-45	20250887	1,057.50 Pending approval	412
	LITERATIM COURT REPO	100125	2023JC053	20255697	1,068.75 Pending approval	412
	K & M TIRE INC	100125	100232058	20255601	1,072.00 Pending approval	422
	CITY OF MARYSVILLE	100125	220206	20250852	1,081.09 Pending approval	470
	. CAAO	100125	090825	20255747	1,100.00 Pending approval	404
		100125	496303	20255747	1,125.75 Pending approval	418
	MEGACITY FIRE PROTEC			20255705		422
	PRIME CONSTRUCTION M	100125 100125	22465-17-05	20255705	1,136.00 Pending approval	422
	DAYTON POWER & LIGHT	0.0000000000000000000000000000000000000	M Ops Aug/Sept25		1,141.14 Pending approval	470
	SEDGWICK CLAIMS	100125	430006572507	20250915	1,175.00 Pending approval	
	ARDENT PROPERTY MGMT	100125	10.2025 rent CC	20255731	1,219.00 Pending approval	420
	CITY OF MARYSVILLE	100125	220432	20250852	1,258.90 Pending approval	470
	KROGER	100125	54813 9/16/25	20251026	1,294.15 Pending approval	418
	NAPA AUTO PARTS INC	100125	Multiple 7-8/2025	20255693	1,305.33 Pending approval	470
1080	B & C	100125	SV-INV003393	20255735	1,332.50 Pending approval	412
	AUNALYTICS, INC.	100125	30034404	20250895	1,380.00 Pending approval	470
1010	JOHNSON, MATTHEW	100125	08.2025 FC	20255738	1,395.00 Pending approval	420
10145	CANON USA, INC	100125	41809266	20250810	1,526.10 Pending approval	418
6813	BLUE, ESQ.,ROBERT M.	100125	220376	20250954	1,550.00 Pending approval	414
323	CITY OF DUBLIN	100125	5031	20250472	1,604.40 Pending approval	422
2245	RICHWOOD BANKING VIS	100125	220435	20254745	1,707.98 Pending approval	412
10316	COUGHLIN AUTOMOTIVE	100125	516002097	20250225	1,712.25 Pending approval	438
226	CLEMANS NELSON & ASS	100125	248431	20255741	1,800.00 Pending approval	414
226	CLEMANS NELSON & ASS	100125	34843 Part 1	20251138	1,804.90 Pending approval	412
1080	B & C	100125	CTRCT-INV001773	20252669	1,815.00 Pending approval	438
52	DAYTON POWER & LIGHT	100125	220305	20250325	1,833.94 Pending approval	438
557	SHELLY MATERIALS INC	100125	2820330	20255709	2,024.09 Pending approval	422
38	CITY OF MARYSVILLE	100125	12042112-617 9/15/25	20250811	2,033.05 Pending approval	418
3010	COLUMBUS STATE COMMU	100125	Autumn 2025 & Books	20255732	2,411.70 Pending approval	420
451	SMART OIL COMPANY	100125	101776	20250486	2,505.00 Pending approval	422
	WEX BANK	100125	107381935	20251235	2,806.04 Pending approval	420
	TYLER TECHNOLOGIES I	100125	070-111772	20255442	2,824.24 Pending approval	404
	SMART OIL COMPANY	100125	101775	20250486	2,854.50 Pending approval	422
	LITERATIM COURT REPO	100125	Case 20-CR-0099	20255695	2,866.00 Pending approval	412
	STRYKER MEDICAL	100125	9210026425	20255796	2,873.25 Pending approval	434
	DAVIS,PHD, DANIEL L.	100125	2210	20250831	3,000.00 Pending approval	426
	FLEWELLING, ERIC	100125	08.2025 FC	20255737	3,032.64 Pending approval	420

/endor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
3821	TAFT STETTINIUS & HO	100125	6818615	20252084		Pending approval	404
451	SMART OIL COMPANY	100125	101774	20250486		Pending approval	422
4353	ASPHALT MATERIALS, 1	100125	9013385006	20255701		Pending approval	
8832	PRIME CONSTRUCTION M	100125	22465-17-06	20255706			422
52	DAYTON POWER & LIGHT	100125	200001628608 9/19/25	20250806		Pending approval	422
557	SHELLY MATERIALS INC	100125	2818235	20255708		Pending approval	418
1039	REPUBLIC WASTE SERVI	100125	0046-006345417	20250913		Pending approval	422
3897	VICKERS, JOHN L.	100125	november2025	20250279		Pending approval	470
833	VERIZON WIRELESS GRE	100125	6123269790	20255736		Pending approval	410
7575	RYAN TRANSPORTATION	100125	W 1-13304			Pending approval	420
	WOOD GODWIN, PENNY S	100125	August '25 SS, Med	20255721		Pending approval	438
	TREASURER OF STATE (	100125	Annual Control of the	20255744		Pending approval	420
	BRAINARD, JOSH	100125	25RC02416	20255748		Pending approval	438
	AUNALYTICS, INC.		220189	20255663		ending approval	438
	AMERICAN STRUCTUREPO	100125	30034405	20250849		ending approval	470
	STRAND ASSOCIATES	100125	195344	20253426	20,093.05 P	ending approval	422
3201	STRAND ASSOCIATES	100125	229183	20255710	28,263.28 P	ending approval	422

Administrator 9/24/2025

C.1. 75-10A Date 10[1 2025

# **ADMINISTRATOR ACTION NO. 25-111A:**

# **Transfer of Appropriations and/or Funds**

County Administrator Bill Narducci approved the following transfers of appropriations and/or funds:

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT PROJECT	COMMENT	OTL EFF DATE	DR/CR	AMOUNT	
881	1	9/24/2025	Amend			cbailey	10140400	540100	to cover training/travel	9/24/2025	D	\$ 10,000.0	0
881	2	9/24/2025	Amend			cbailey	10140400	550100	to cover training/travel	9/24/2025	1	\$ 10,000.0	0
		ADD'L DESC:	Auditor's Office - to	cover training/tr	ravel								
918	1	9/24/2025	LL			cwarnock	35240608	520100	lending library decrease	9/24/2025	D	\$ 1,400.0	0
918	2	9/24/2025	LL			cwarnock	35240608	540100	lending library increase	9/24/2025	Ĩ	\$ 1,400.0	0
		ADD'L DESC: I	Board of Developme	ntal Disabilities	- lending library incr	ease							
949	1	9/25/2025	\$ needed			laltizer	310MH100	530100	Additional CS \$ FY26	9/24/2025	Î	\$ 25,000.0	0
		ADD'L DESC: I	Mental Health and R	ecovery Board -	adding money to co	ontract services							
952	1	9/25/2025	SLIPS			jgibson	36944108	550360	reduce to match grant	9/25/2025	D	\$ 2,456.9	12
952	2	9/25/2025	SLIPS			jgibson	36906708	530640	reduce to match grant	9/25/2025	1	\$ 2,456.9	2
		ADD'L DESC: S	Senior Services - red	uce to match gr	ant								

Administrator

10/1/2025

C.J. 25-111A Date 10/1/2025

	110	ANSFER FORM			
Wednesday (Due to the Au	ditor by noon Monday)	*			
Department: Mental Health	& Recovery Board	Date:_Septe	embe	er 23, 2025	
R	RESOLUTION RE: TR	ANSFER OF FUNDS			_
A motion was made by to approve the following transfer	(s):	and seconded by _			
From: Mental Health & Recovery Boar	d 310MH200 Org Number	Contracts / Agencies	Ехр	530100	
то: General Fund	04380000	Object Name Sheriff's Fees	Rev	Object Number 420104	Project Numbe
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:Fund Name			Ехр		
То:	Org Number	Object Name	Rev	Object Number	Project Number
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:	Org Number		Ехр		
То:	_	Object Name	Rev	Object Number	Project Number
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
From:Fund Name			Exp		
То:	Org Number	Object Name	Rev	Object Number	Project Number
Fund Name	Org Number Amount: \$	Object Name		Object Number	Project Number
Reason for Request: Reimburse the cruiser fee for a patient tran Deputy Jeremy Pacha and Deputy Kevin Rigar Invoice #2025-114	asport to Ohio Hospital for Psy no completed the patient transpo	chiatry, 880 Greenlawn Avenud rt.	e, Columb	ous, Ohio on Tuesday, Se	eptember 23, 2025.
		Approved by Adminis	trator	WAN	
Roll call vote resulted as follows:		Steve Rol Tom Mc Dave Lav	Carthy		
Originator Resolution File			C.J	, Page	
REQUESTER ACKNOWLEDGEMENT appropriations are available, and fre	I have reviewed the a e of prior encumbrances	above-referenced account (including blanket purcha		rs):	
revised 1/2/2025		Auditor's C	Office Ap	proval	965/25

		<u>TF</u>	RANSFER FORM			
09/17/20	<sup>25</sup> Wednesday (Due to the Auditor	by noon Monday)				
Depa	artment: Union County Hu	man Services	Date: 09/08/2	025		
	RES	OLUTION RE: TI	RANSFER OF FUNDS			_
A mot	tion was made by prove the following transfer (s):		and seconded by			
From	Child Support Fund Name General Fund Name	36342008 Org Number 04263100 Org Number	Contract Services Object Name Juvenile Court Object Name	Exp	530100 Object Number 450116 Object Number	Project Number
_		Amount: \$	522.14			
From To:	Fund Name	Org Number	Object Name	Exp Rev	Object Number	Project Number
	V uno Nanie	Org Number Amount: \$	Object Name		Object Number	Project Number
From:	Fund Name	Org Number		Ехр		
To:		Old Hamber	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	<u></u>	Object Number	Project Number
From:	Fund Name			Ехр		
То:	Fund Name	Org Number Org Number Amount: \$	Object Name Object Name	Rev	Object Number Object Number	Project Number
	for Request: a IV-D Servicas Juvenile Magistrate					
الدء الم	vote resulted as follows:		Approved by Administr	ator	WAN	
:c: /	Auditor Driginator		Steve Robi Tom McC Dave Lawr	arthy		
F	Resolution File			.J	, Page	
PP	TER ACKNOWLEDGEMENT: ations are available, and free of	I have reviewed the prior encumbrance:	ahove-referenced seconds		rs): Lisa L Propsi	Marka
re	vised 1/2/2025		Auditor's Of	fice Ap	proval HR	125/25

		,	RANSFER FORM			
196	Wednesday (Due to the Audito	r by noon Monday)				
Depa	artment; Engineer		_			
	RES	OLUTION RE: 1	RANSFER OF FUNDS			
	tion was made by prove the following transfer (s):		and seconded by			
From	n: Building Dept	65142208 Org Number	Contract Services	Ехр	530100	
To:	M&G Fund	25042200	Object Name Office Reimbursement	Rev	Object Number 480136	Project Number
480136	Fund Name	Org Number Amount: \$	Object Name 204.66		Object Number	Project Number
From	:			_		
To:	Fund Name	Org Number	Object Name	Exp Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	INGV	Object Number	Project Number
From	:			Ехр		
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	<u> </u>	Object Number	Project Number
From:		100		Ехр	***	
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
	Fund Name	Org Number Amount: \$	Object Name	NOV	Object Number	Project Number
	i for Request: service work 07/31/2025 - Involce #770 fo	\$204.66				
			Approved by Administr		3 14	
Roll cal	vote resulted as follows:		Steve Robi		11.470	
cc: Auditor Originator			Tom McC Dave Law	arthy		
	Resolution File			C.J Date:	, Page	
ppropr	STER ACKNOWLEDGEMENT: iations are available, and free o	I have reviewed th f prior encumbranc	a shove-referenced accounts		ve verified that rs): MA	
					1/2	11
re	evised 1/2/2025		Auditor's O	ffice Ap	proval 7//	9/26/25

# Received the following Certificate from the County Auditor on this date:

Certificate of County Auditor That the Total appropriations from Each Fund
Do Not Exceed the Official Estimate of Resources

Rev. Code, Sec 5705.39

County Auditor's Office, <u>Union</u> County, Ohio,

<u>Marysville</u>, Ohio, September 26, 2025

To Union County Commissioners

I, <u>Andrea L. Weaver</u>, County Auditor of <u>Union</u> County, Ohio, do hereby certify that the total appropriations from each fund taken together with all other outstanding appropriations, do <sup>1</sup>not exceed the <sup>2</sup> <u>August 4, 2025</u> amended estimate of resources for the fiscal year beginning January 1<sup>st</sup>, 20 25, as determined by the Budget Commission of said County.

Andrea L. Weaver, County Auditor, Aw

Union County, Ohio.

- 1. If such is not the case strike out the word not
- 2. Or insert "last amended."

Funds

310 - Mental Health Fund

#### **ADMINISTRATOR ACTION NO. 25-111-1A:**

# <u>Correction of Description of Transfers on Administrative Action, 25-101A, from the September 3, 2025, Meeting Minutes, Approved on September 24, 2025</u>

County Administrator Bill Narducci approved the following Correction of Description of Transfers on Administrative Action, 25-101A, from the September 3, 2025, Meeting Minutes, Approved on September 24, 2025.

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMC	DUNT
988	1	8/28/2025	transfer	8/28/2025	pending approval	mlehman	4701000	530100		align with expenditures	8/28/2025	D	\$	34,000.00
988	2	8/28/2025	transfer	8/28/2025	pending approval	mlehman	4701000	540235		align with expenditures	8/28/2025	1	\$	34,000.00
ADD'L DESC: Align with end of year expenditures - Commissioners *** from original ADD'L DESC of: Passthrough transaction of the housing board's purchase of additional home - Board of DD														
62	1	9/2/2025	L&S Transfer	9/2/2025	pending approval	mlee	010CO126	550190		align with expenditures	9/2/2025	D	\$	2,235.61
62	2	9/2/2025	L&S Transfer	9/2/2025	pending approval	mlee	0412000	550300		align with expenditures	9/2/2025	1	\$	2,235.61
ADD'L DESC: Align with end of year expenditures - HR *** from original ADD'L DESC: Passthrough transaction of the housing board's purchase of additional home - Board of DD														

\* \* \*

Commissioner Robinson asked Mr. Swope if he would like to talk to the Board, and Mr. Swope stated he is from Motorola Solutions. He wanted to formally introduce himself to the Board and observe a session.

\* \* \*

- \* County Administrator William Narducci provided the following updates:
  - Letters have been sent out to individuals impacted by the cyber incident from May. There have been more calls to the office than anticipated, but everyone is working to get all questions answered.
  - Commissioner Robinson asked how people will know their information was compromised, and Mr. Narducci stated anyone who got a letter was impacted. Free credit monitoring was offered to those individuals, and he is encouraging anyone calling in to use this service.
  - He had his monthly update with Sue Ware yesterday. The passage of H.R. 1 will reduce funding to SNAP benefits, and she is being conscious about hiring staff in those positions.
  - Commissioner McCarthy stated error rates with individuals receiving benefits from government programs can impact reimbursements and neighboring counties with high error rates can impact Union County.
  - Mr. Narducci stated the errors are not just overpaying benefits, it can be underpaying too.
  - He has talked with Janell Alexander and Ginger Yonak about changes the Central Ohio Area Agency on Aging (COAAA) are making and the impacts on the eight counties they serve. They are currently tied to the City of Columbus and have created a Council of Governments (COG) in July. They have reached out to the eight counties and have asked their support with this COG. Having a representative and the ability to vote will enable Union County to be better served. He will reach out to COAAA and ask them to present more information to the Board.

\* \* \*

\*Assistant County Prosecutor Thayne Gray provided the following updates:

• He will be informing the Land Bank about the easement transfer at the meeting next Thursday.

\* \* \*

\*Budget Analyst Janell Alexander provided the following updates:

• No report.

\* \* \*

\*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:

• No report.

\* \* \*

\*Commissioner David A. Lawrence provided the following updates:

No report.

\* \* \*

Commissioner Tom McCarthy provided the following updates:

• He met with representatives from Jerome Township to talk about utilities installations. These meetings will have to continue in the future.

\* \* \*

Commissioner Steve Robinson provided the following updates:

• He had a CEBCO Board meeting last Friday. A new treasurer was voted in, and they had a clean audit. The next meeting will be on October 31 to finalize the budget.

\* \* \*

\*Received notice of proposed changes to the Union County Health Department's fee regulation.

\* \* \*

\*Received the following notices of additional/alternate holiday hours:

- Human Services
  - o December 26, 2025 Closed
  - o January 2, 2026 Closed
- Treasurer's Office
  - o November 27, 2025 Closed

\* \* \*

\*Commissioner Steve Robinson adjourned the meeting at 9:45 a.m.

Digitally signed by Steve Robinson
DN: cn=Steve Robinson.
o=Commissioners, ou=Commissioner,
emall=mlehman@union.countyohio.gov,
c=US
Date: 2025.10.15 15:13:14 - 04'00'
Adobe Acrobat version: 2020.005.30793

Steve Robinson Commissioner

David A. Lawrence Commissioner

Tom McCarthy Commissioner

Digitally signed by Mallory Lehman DN: cn=Mallory Lehman, DN: cn=Mallory Lehman, o=Commissioners, ou=Assistant Clerk to the Board, email=mlehman@unioncountyohio .gov, c=U5 Date: 2025.10.15 15:20:04 -04'00' Adobe Acrobat version: 2020.005.30793

Mallory Lehman, Clerk to the Board