

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

The Union County Commissioners met in regular session this 18th day of February 2026, with the following members present:

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

* * *

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

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*Sue Ware, Director/Human Services; Jimmie Inskip, Facilities Supervisor; Mark DiDonato, Trane; Shaun Bailey, resident; and Mike Williamson, Marysville Journal Tribune were in attendance.

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RESOLUTION NO. 26-065:

Vendor Agreement Between the Board of County Commissioners, Union County Ohio Acting Through the Union County Senior Services (UCSS) and At Ease Home, LLC (At Ease) – Senior Services

The Board of County Commissioners hereby approves the Vendor Agreement Between the Board of County Commissioners, Union County Ohio Acting Through the Union County Senior Services (UCSS) and At Ease Home, LLC (At Ease).

**UNION COUNTY SENIOR SERVICES
 VENDOR AGREEMENT**

Agreement between the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY OHIO**, acting through the **Union County Senior Services (UCSS)** with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and **AT EASE HOME CARE, LLC (AT EASE)**, 200 East Campus View Blvd., Suite 200, Columbus, Ohio 43235.

In consideration of the mutual benefits accruing to each party, AT EASE and UCSS hereby agree as follows:

- (1.) **Purchase of Services:** Subject to the terms and conditions set forth in this contract UCSS agrees to purchase and AT EASE agrees to provide Clients, who are individuals identified and approved by UCSS, with the following services: Personal Care, Homemaking, and In-Home Respite Care.
- (2.) **Contract Term:** AT EASE understands that services will be provided from January 1, 2026, through December 31, 2026, unless otherwise terminated.
- (3.) **Availability of Funds:** The total value of this contract may not exceed **\$359,179** unless otherwise amended. UCSS is the senior service agency selected by the Central Ohio Area Agency on Aging (hereinafter "COAAA") to carry out the Older Americans Act Programs within Union County, Ohio. After the grant given by the Central Ohio Area Agency on Aging funds has been depleted, local funds from the Union County Sales Tax may be used to continue services. If local, state and/or federal reimbursement is no longer available to UCSS, therefore requiring changes or termination of this agreement, such changes or termination for this reason will be effective on the date that local, state and/or federal reimbursement is no longer available or later, as otherwise stipulated by UCSS.
- (4.) **Limitations:** AT EASE warrants the following:
 - A. Any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - B. No medical or Medicaid reimbursable services shall be provided through this contract.
 - C. Claims made to UCSS for payment of purchased services shall be for actual services rendered to eligible and approved individuals and do not

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duplicate claims made by the AT EASE to other sources of funds for the same services; and

D. Rates charged under this agreement do not exceed the rates charged to other individuals or organizations for the same services.

(5.) **Cost and Delivery of Purchased Services:** The approved Services provided under this Contract are limited to those listed in Paragraph (1.) above and the costs are listed below and incorporated by reference. When UCSS approves a Service for a Client, UCSS will provide a written notice of the approved Service to AT EASE. AT EASE will begin providing the approved Service(s) within ten (10) business days after notice from UCSS. AT EASE agrees to notify UCSS when it begins to provide Service(s). UCSS will not pay for additional services to any Client without prior written approval from UCSS. Further, AT EASE shall not bill UCSS for unapproved services.

SERVICE DESCRIPTION	UNIT OF SERVICE	RATE
Homemaker	1 hour	\$39.00
Personal Care	1 hour	\$39.00
Respite Care	1 hour	\$39.00

The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by UCSS for performance of services by AT EASE. AT EASE shall not charge or solicit any additional fees from Clients referred for Services purchased under the terms of this contract. Exhibit A and B list the duties and responsibilities of services.

(6.) **Payment for Purchased Services.** Within ten (10) days after the end of each month, AT EASE shall submit an invoice to UCSS for services rendered to Clients during the preceding month. Each invoice shall include the following information: the names of the Clients served; a brief description detailing the service provided to each Client; the dates the services were provided; the amount of time devoted for each service in increments of 0.25 hour (15 minutes); and the amount claimed based upon the unit rate for each service identified in this Contract. For each time AT EASE delivers a Service, an AT EASE employee must obtain the signature from the Client or the Client's representative.

UCSS shall review the invoices submitted for completeness and necessary information. UCSS will pay an invoice within thirty days after the invoice is

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complete and accurate. Invoiced amounts are subject to adjustment by UCSS before payment to adjust for mathematical errors, incorrect rates, or non-covered services. Paid invoices are subject to audit by appropriate local, state, and federal officials. UCSS shall be responsible for paying AT EASE for services authorized by UCSS and confirmed by the signature of the Client or the Client's representative. UCSS shall be responsible for collecting the Cost-Share Payment from the Client.

(7.) **Licensing and Compliance:** For every Service listed, AT EASE agrees to be responsible for all required licenses, training and credentials required by the State of Ohio for its staff providing the particular Service. Further, AT EASE agrees to maintain compliance with the Older Americans Act conditions of participation and service specifications for services.

(8.) **Duplicate Billings:** AT EASE warrants those billings for services provided to UCSS requesting payment shall be for actual services rendered to eligible individuals. Further, AT EASE warrants that the claims for payment do not duplicate claims made by AT EASE to other sources of funds for the same services provided to eligible individuals.

(9.) **Eligibility for Services/Referral Procedure:** Eligibility of individuals to receive services shall be determined by UCSS in accordance with its rules and regulations established by federal and state program rules and refer those eligible individuals to AT EASE. The Contract does not authorize or request services for any individual in contravention of any Federal or State provision.

(10.) **Independent Contractor Status:** AT EASE understands that as a contractor it is considered self-employed or an independent contractor and therefore, is not an employee, agent, or representative of the UCSS, the Board of Union County Commissioners or Union County, Ohio. As an employer, AT EASE understands that it is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:

- A. Reporting earned income for services for income tax purposes.
- B. Paying social security.
- C. Establishing a retirement plan, if desired.

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D. Purchasing liability, hospitalization, and other insurance coverage, if desired for the employees of AT EASE.

E. Paying of worker compensation, as required by law.

AT EASE has the right to set its own hours and locations of service, and to determine the method and timeline for service delivery.

(11.) **Financial Records:** AT EASE shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, local and UCSS personnel.

(12.) **Availability and Retention of Records:** AT EASE shall maintain and preserve all financial, eligibility determination records, and service delivery documentation records related to this contract including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of the final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by UCSS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, AT EASE shall retain the records until completion of the action and all issues from it or until the end of the three-year period, whichever is later.

(13.) **Responsibility for Audit:** AT EASE agrees, if required by UCSS, on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to UCSS.

(14.) **Responsibility for Audit Exceptions:** AT EASE agrees to accept responsibility for receiving, replying to, making repayment for, and/or complying with any audit exception by appropriate local, state or federal audit related to the provisions of this Contract. In addition, AT EASE agrees:

A. To pay UCSS the full amount of payment received for services not covered by AT EASE 's contract.

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- B. To pay UCSS the full amount of payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.
 - C. AT EASE is not required to repay overpayment caused by the negotiated rate being in excess of the AT EASE 's costs unless that rate was based upon non-allowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which AT EASE did not secure; or the Contract was negotiated on a cost reimbursable basis.
 - D. As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms, or perpetuates a false impression as to law, value, state of mind, or other objective or subjective fact.
- (15.) **Confidentiality:** AT EASE will comply with applicable HIPAA regulations, as amended. All information passing between AT EASE, its employees, agents and UCSS, its members, employees and/or agents in providing Services under this Contract shall be strictly confidential. AT EASE agrees that the use or disclosure by any party of any information concerning Clients for any purpose not directly related with the administration of the responsibilities of UCSS or AT EASE with respect to the Services is prohibited except upon the written consent of the Client or his/her responsible guardian.
- (16.) **Entire Agreement; Termination of Agreement:** This Contract sets forth the entire agreement between the parties and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement.

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- A. **Termination by Agreement:** In the event that AT EASE and UCSS mutually agree to terminate this contract in writing, this contract shall be terminated on the terms and date stipulated.
- B. **Termination upon Breach:** If either Party (i) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (ii) such breach or default continues

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for a period of fifteen (15) days after notice by the other Party reasonably detailing such breach or default, then (iii) the non-breaching or non-defaulting Party shall have the right to terminate this contract, with immediate effect, by giving written notice to the breaching or defaulting Party.

- (17.) **Insurance and Indemnification:** AT EASE will hold UCSS, Union County, its elected officials, officers, employees, and agents harmless against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement and indemnify the same. AT EASE 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. AT EASE shall provide UCSS 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.

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

- (18.) **Compliance with Federal, State and Local Law:** AT EASE and UCSS agree to perform their respective obligations in conformity with and in compliance with state, federal, and local regulations, which govern the provision of services to the UCSS or its designees. Any party found to be noncompliant may be subject to investigation and termination of this Contract.

AT EASE certifies 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, and that AT EASE is not disqualified from being awarded this contract pursuant to law.

- (19.) **Notices:** Any notice required or permitted to be given to a party under the provisions of this Contract shall be deemed given if mailed by certified United States mail, return receipt requested, to the address of each party set forth at the beginning of this Contract.
- (20.) **Validity of Provisions:** In the event any provision of this Agreement 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 Agreement. This Contract and its terms and conditions shall be governed by the laws of the State of Ohio, without regard

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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.

- (21.) **General Provisions:** UCSS and AT EASE agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, gender, religion, age, national origin, or disability or any other factor specified in Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations thereto; the Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981, where applicable; and the Americans with Disabilities Act of 1990.

- (22.) **Conflict of Interest:** This Contract in no way precludes, prevents, or restricts the AT EASE from obtaining and working under additional contractual arrangements with other parties in addition to UCSS, assuming that the contractual work in no way impedes AT EASE ability to perform the services required under this contract. AT EASE agrees that at the time of entering into this contract, it has no interest in, nor shall it acquire any interest, either direct or indirect, in any contract which will impede its ability to perform the services under this Contract.

AT EASE further agrees that there is no financial interest on the part of any UCSS employee involved in the development of specifications or the negotiations of this Contract. AT EASE has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a UCSS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

AT EASE will report on the discovery of any potential conflicts of interest to UCSS. Should a conflict of interest be discovered during the term of this Contract, UCSS may exercise any right under the contract including termination of the contract.

- (23.) **Cooperation with Child Support:** AT EASE agrees to cooperate with Union County Department of Job and Family Services (UCDJFS) and any Child Support Enforcement Agency (CSEA) in ensuring AT EASE or the employees of AT EASE meet child support obligations established under state or federal law. Further, by executing the Contract, AT EASE certifies present and future compliance with any court or valid administrative order for the withholding of support,

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which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.

- (24.) **No Assignment or Subcontracting:** No party shall assign this contract or any right or obligation of this contract, by operation of law or otherwise. AT EASE shall not subcontract any Services without the prior written consent of UCSS and subject to such additional terms, including adjustments to billing rates, as UCSS shall reasonably request.
- (25.) **Signatures; Counterparts:** This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement 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.
- (26.) **Authority to Sign: No Conflicts or Violations.** Each party represents to the other that: each person signing this Agreement has authority to enter into the Agreement; that the signing, delivery, and performance of this Agreement has been properly and validly authorized; and this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms. Each party further represents to the other that: the signing, delivery, and performance of this Agreement will not result in: any violation of the party's organic organizational documents; a violation of a law, judgment, or order applicable to the party; or conflict with or result in a breach of, or constitute a default, or give rise to any right of termination, acceleration or cancellation under any material contract.
- (27.) This Agreement may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all of the parties to the agreement.

WITNESS our agreement with the terms and conditions of this Contract on the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this Contract.

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AT EASE HOME CARE LLC

	12/31/2025
Mark Jenkins	Date


UNION COUNTY SENIOR SERVICES

	1/6/26
Sue Ware, Human Services Director	Date

UNION COUNTY BOARD OF COMMISSIONERS

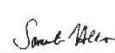
	2/18/2026
Steve Robison, Commissioner	Date

	2/18/2026
Dave Lawrence, Commissioner	Date

	2/18/2026
Tom A. McCarthy, Commissioner	Date

Approved as to form:

UNION COUNTY PROSECUTING ATTORNEY

	Digitally signed by Samantha M. Hobbs Date: 2025.12.01 09:14:50 -05'00'	
Samantha M. Hobbs, Asst. Pros. Atty.		Date

C.J. 2026
 File # 20-005
 Date 2/18/2026

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EXHIBIT A

CONDITION 1 — AGENCY STRUCTURE

The Provider is a business or service agency with a history of operating and providing paid home care services to individuals for at least one year before the point of application. A Provider, if a business entity, is in good standing with the Ohio Secretary of State. A Provider operating under a fictitious or trade name shall be properly registered with the Ohio Secretary of State.

Required Elements

[Chapter 173-39 - Ohio Administrative Code | Ohio Laws](#) and [Rule 173-3-06 - Ohio Administrative Code | Ohio Laws](#)

- 1.1 The Provider shall document a one-year business history supported by business records and professional references that will show the Provider's ability to perform the duties of the contract and provide high quality services.
- 1.1.1 The Provider agency must meet at least one of these criteria:
- a. Provider agency is a current UCSS home care provider. Any present or former UCSS provider agency or agency owner who has had UCSS clients removed from their care or service due to poor performance or noncompliance issues will be examined during the proposal evaluation process.
- OR
- b. Provider agency must document a business history of providing home care services to individuals for at least one year before submitting a proposal to UCSS, which is defined as the date of opening of this request for proposal. The following documentation is required with proposal submission:
 1. One year business history: Respondent must furnish proof of supporting documentation as evidence of Provider's one year home care service provision. Evidence of paid service provision to clients for at least one year; written confirmation of the banking relationship during the year before application.
 2. One year of Business Insurance: Respondent also must submit supporting documentation of current business insurance coverage. (See Condition 3, Section 3.2 below).
- 1.2 The Provider shall identify all parties having ownership/interest in or control of the agency.
- 1.2.1. The Provider shall have a written statement defining the purpose of their business or service agency.
 - 1.2.2. The Provider shall have written policies. If the provider has a governing board, the provider shall have written bylaws; and if the provider is incorporated, the provider shall have written articles of incorporation.
 - 1.2.3. The Provider's direct service staff shall be eligible for employment [Section 173.38 - Ohio Revised Code | Ohio Laws](#); [Section 3740.11 - Ohio Revised Code | Ohio Laws](#) .

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- 1.3 The Provider shall have a written table of organization that clearly identifies lines of administrative, advisory, contractual, and supervisory authority, and responsibility to the direct care level.
- 1.4 The Provider is operating the business in compliance with applicable Federal, State and Local laws, regulations, and orders, including Public Health Orders.
- 1.4.1. The Provider shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).
- 1.4.2. The Provider shall comply with current anti-discrimination laws in service delivery to clients.

CONDITION 2 — BUSINESS SITE

The Provider has a fixed permanent location from which to conduct business per Ohio Administrative Code Rule 173-39.02A(3) [Rule 173-39-02 - Ohio Administrative Code | Ohio Laws](#)

Required Elements:

- 2.1 The Provider shall have a computer with software to document and track services, a printer, a telephone, email, and the capacity, whether by staff or by an answering device, service, or other means, to take telephone calls between 9:00 a.m. and 4:00 p.m., Monday through Friday. Provider shall supply the UCSS with an alternate telephone number to be used for administrative purposes only, in the event of an emergency and the provider cannot be reached at the primary agency telephone number.
- 2.2 The Provider shall use a secure, locked storage space for all UCSS client records.

CONDITION 3 — ADMINISTRATIVE POLICIES

The Provider has written procedures supporting the operation of the business and its services.

Required Elements:

- 3.1 The Provider shall have a system to document services delivered and billed that complies with the UCSS program requirements.
- 3.2 The Provider shall submit evidence of business insurance coverage for the required one-year business history without a lapse in service at the time of proposal. Throughout the term of the contract, the Provider shall obtain and maintain a comprehensive insurance program affording as a minimum the items described below:
- 3.2.1 Comprehensive General Liability: \$1,000,000 annual combined single limit per occurrence \$2,000,000.00 aggregate, including coverage for:
- a) Personal Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees,
 - b) Broad form Property Damage Liability,
 - c) products and completed operations; d) premises and completed operations; and e) contractual liability ensuring the obligations assumed by the Provider under the Contract. This insurance does not apply or shall not be construed

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- as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Union County Commissioners, its officers, employees, or agents.
- 3.2.2 Employer's Liability, \$500,000.00, annually
- 3.2.3 Automobile Liability Insurance: \$1,000,000.00, annually, all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance, or use of any automobile, whether owned, non-owned, or hired.
- 3.2.4 Excess Annual Aggregate Limit: \$1,000,000 dollars annually. During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Offeror, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered a default.
- 3.2.5 Employee Dishonesty: not less than \$10,000 dollars per employee. This requirement can be included in the agency's general liability policy or in a separate Employee Dishonesty Bond from a Bonding or Surety company.
- 3.3 The Provider shall have Certificates of Insurance stating that during the term of the contract the Provider shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as described above. Copies of these Certificates shall be sent to UCSS.
- 3.3.1 All such Respondent's insurance policies shall be primary and non-contributory.
- 3.3.2 These policies shall include these special provisions: The company agrees that thirty (30) days before the cancellation or reduction of the insurance afforded by this policy regarding the contract involved, written notice shall be delivered to: Union County Senior Services, PO Box 389, Marysville, OH 43040.
- 3.3.3 In addition to a Certificate of Insurance, Respondent shall provide endorsements to the underlying policy for the additional insured coverage, as required.
- 3.4 The Provider shall have a written procedure which identifies the steps a client shall take to file a liability claim.
- 3.5 The Provider shall have a written procedure for documenting all client incidents and reporting the incidents to UCSS. The Provider shall maintain evidence of reporting the incident to UCSS via phone, fax, or e-mail.
- 3.6 The Provider shall notify UCSS within 24 hours of any incidents and document the notification on an incident report, which shall be forwarded to UCSS. An incident is defined, per OAC 173-3-01 ([Rule 173-3-01 - Ohio Administrative Code | Ohio Laws](#)), as "an event that is inconsistent with the routine care or routine provision of services to a consumer. An incident may involve a consumer, AT EASE (to the extent it impacts a consumer), provider, provider's staff or facility, another facility, an Area Agency on Aging staff, Ohio Department of Aging staff, or other administrative authorities. Examples of an incident are alleged abuse or neglect, abandonment, an accident, or an unusual situation resulting in an injury to a person or damage to the person's property or equipment." The provider will contact the UCSS case manager to partner in addressing the client challenge and document the notification on an incident report,

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which shall be forwarded to UCSS. The provider is considered a partner in serving the clients' needs and is to work with the UCSS case manager to discuss, resolve and start a new plan to better serve the client.

- 3.7 The Provider shall maintain a hard copy or electronic file for each UCSS client. Each file shall contain the following information:
- 3.1.1. Client name, address, and telephone number
 - 3.1.2. Client date of birth and gender
 - 3.1.3. Contact person's name and phone number
 - 3.1.4. UCSS case manager name and phone number
 - 3.1.5. Functional limitations of client relevant to service(s) authorized
 - 3.1.6. Signed and dated documentation of each contact with the client or AT EASE, UCSS case manager or other authorized people.
- 3.8 The Provider shall obtain written approval from the UCSS client to release client specific information to sources outside of Union County Senior Services (UCSS) and have a written policy regarding confidentiality. Client information received or submitted shall be treated as confidential.
- 3.9 The Provider shall keep all records supporting service delivery to UCSS clients for six years or until an initiated fiscal audit is completed, whichever is later. Notwithstanding the above, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the end of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the end of the six-year period, whichever occurs later.
- 3.10 The Provider shall have a written grievance procedure for resolving client complaints. The Provider shall provide all clients with written notice of their right to file a grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.
- 3.10.1 The Provider shall work with the UCSS case manager to resolve any grievance. The provider is responsible for contacting the case manager by phone call, email, or fax to work together to address a grievance. The provider should work with the UCSS case manager to meet the client together, in person or via conference call to address the problem. The Provider shall provide all clients with written notice of their right to file a grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.
 - 3.10.2 The Provider shall notify the UCSS Case Manager by phone, fax or e-mail of any client complaints reported to the Provider agency.
- 3.11 The Provider shall immediately notify UCSS in writing of any changes to corporate structure, Federal Tax identification number, or if the Respondent is purchased by or merges with another business entity.
- 3.12 if a UCSS Provider wants to be released from the UCSS contract, the provider must submit this request in writing to the UCSS. UCSS requires a 90-day notice of intent to terminate the contract.
- 3.13 The Provider shall not engage in behavior that is a conflict of interest in which the provider can exploit a professional or official capacity for their personal or agency's benefit or interest or may create a lack of objectivity or partiality.

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CONDITION 4 — PERSONNEL POLICIES

The Provider has written personnel policies that support lawful staff practices.

Required Elements:

- 4.1 The Provider shall have written job descriptions or statements of job responsibilities that include qualifications for each position involved in the direct delivery of UCSS services.
- 4.2 The Provider shall conduct and document performance appraisals a minimum of annually for all individuals (employed or contracted) including volunteers involved in the direct delivery of UCSS services.
- 4.3 The Provider shall document in writing, signed, and dated by the staff member, completion of an orientation before servicing an UCSS client which includes:
 - 4.3.1 The Provider's purpose, policies, and procedures; including but not limited to:
 - a. Employee position description/duties/expectations
 - b. Provider personnel policies
 - c. Incident reporting procedures and policies
 - d. Agency table of organization/lines of communication
 - e. Emergency procedures
- 4.4 The Provider shall have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.5 The Provider shall maintain a personnel file on every staff member (including volunteers and contract workers), who provides direct service to UCSS clients. This file shall include:
 1. A resume or application for employment that describes work history.
 2. Written documentation of employee applicant's signed consent for verification of previous employment, training, and experience.
 3. Written documentation of Provider confirmation/verification of employee's previous employment, experience, and training.
 4. Written verification of licensure/certification and a valid driver's license, if applicable.
 5. A copy of the performance appraisals signed and dated by the employee and staff member conducting the appraisal.
 6. A copy of the UCSS Provider Staff Code of Ethics signed and dated by the employee.
- 4.6 The Provider has written procedures that require it to conduct background checks on all applicants as well as procedures that do not permit hiring an applicant convicted of a disqualifying offense, as defined in [Section 173.38 - Ohio Revised Code | Ohio Laws](#); [Section 3740.11 - Ohio Revised Code | Ohio Laws](#), or other actions that pose a risk to the clients, unless there is documentation to confirm the hiring consistent with the foregoing statutory references.
 - 4.6.1 The Provider shall maintain a documentation log to support completion of Bureau of Criminal Identification and Investigation (BCII) checks on all service workers and supervisory staff.

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CONDITION 5 — SERVICE DELIVERY

The Provider must deliver services conforming to service specification(s) and the service plan designed and authorized by UCSS. UCSS case managers make referrals and authorize services to providers based on the lowest cost, the highest quality service delivery, and the provider's capacity to deliver the service while being respectful of client choice. UCSS does not guarantee a volume of service for providers. All referrals and authorizations are sent through On-line Referral Form, email, or fax.

Required Elements:

- 5.1 The Provider shall deliver services in compliance with service specification(s) and under the service plan as authorized by UCSS.
- 5.1.1 The Provider shall accept or decline a referral within 24 hours or 1 working day. In writing by post, fax, or email to UCSS.
- 5.2 The Provider, its employees, approved subcontractors, or agents, shall deliver services in compliance with any Public Health Order, public health regulation, and consistent with Responsible RestartOhio protocols, Sector Specific Operating Requirements of the State of Ohio or Union County, and Guidelines from the United States Centers for Disease Control and Prevention.
- 5.3 UCSS will not pay for services it has not authorized in advance. The Provider shall not contact the UCSS client before UCSS notifies Provider that the service has been authorized.
- 5.4 The Provider shall inform the UCSS case manager if services cannot be started within 10 business days of the referral.
- 5.5 The Provider must have prior approval from the UCSS case manager or supervisor to increase or decrease service units. Any increase to a service schedule agreed upon by the worker and client must have prior approval by the UCSS Case Manager. Failure to obtain prior approval from the UCSS case manager may result in refusal of payment.
- 5.6 The Provider shall notify the UCSS case manager
 - 5.6.1 within one business day by phone, fax or e- mail of:
 - a) Changes in client status (health, mental health, behavioral changes impacting ability to provide services or death)
 - b) Changes in client address
 - c) Client admission to an institution (nursing home, hospital, or rehab facility)
 - d) Any change or client status issue that poses a health or safety threat to the client or provider staff or interfere with the delivery of authorized services.
 - 5.6.2 The Provider shall notify the UCSS case manager via phone, fax, or e-mail if the client is repeatedly refusing service or has asked the Provider to cancel services.

By notifying UCSS of these changes, we can work together to help resolve the issues and better serve the clients.

- 5.7 The Provider shall have a written procedures to document service delivery.
 - 5.7.1 The Provider shall obtain documentation signed and dated by the client for each instance of service delivery. The documentation signed by the client shall include:

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- a. The date of service delivery
 - b. A description of the service tasks being performed
 - c. The name of the direct service worker
 - d. The arrival and departure time of the direct service worker
 - e. The signature of the direct service worker
- 5.7.2 The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained. The Provider shall make this documentation available upon request from the client or UCSS staff.
- 5.8 In the event of a staff member absence, the Provider is responsible for providing a substitute staff member to deliver the services under the authorized care plan schedule.
- 5.8.1 The Provider may arrange with the client to provide services on another day; however, the Provider shall make every effort to provide the service as authorized in the UCSS care plan. For example, if the client is authorized for weekly Homemaker service, the Provider shall make every effort to provide a substitute worker during that same week period.
- 5.9 If services cannot be delivered as authorized, the Provider shall notify the UCSS case manager within one working day with the following information:
1. Client name
 2. Reason service cannot be delivered
 3. If subsequent service visits will be missed
 4. Date client will receive next service
- 5.10 The Provider shall maintain written documentation of all client contacts, case manager contacts, and units of service delivered. The provider shall make the records available upon request.
- 5.11 To promote high quality service delivery, the Provider shall partner with the UCSS in problem resolution of incidents, grievances, or complaints.

CONDITION 6 — COMPLIANCE

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specifications, monitoring and reporting requirements established by UCSS.

Required Elements:

- 6.1 The Provider shall allow representatives of UCSS access to the Provider facility and full access to policies, procedures, records, and other documents related to provision of service to UCSS clients and shall cooperate with the representatives in periodic reviews.
- 6.2 The Provider shall maintain compliance with all contract requirements, Conditions of Participation (COP), and relevant Service Specifications (SS) during the term of this contract. Failure to maintain compliance may result in these actions:
- 6.2.1 A Provider found to be non-compliant with a COP or SS may:
- a. Must submit a Plan of Correction.
 - b. Be placed on hold for new requests for service/referrals from UCSS.

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6.2.2 A Provider found to have repeated non-compliance issues with the COP's or SS's, or when non-compliance poses a health and/or safety risk to the UCSS client, may:

- a. Must submit a Plan of Correction
- b. Be placed on an extended hold for referrals
- c. Have their UCSS clients removed from the Provider's care.

The Provider agency must show compliance with the specified terms of the contract before being released from hold status and to resume service provision to UCSS clients.

6.2.3 A Provider found to have repeated non-compliance issues with the COP's and SS's, has repeatedly failed to show their ability to meet the terms and conditions of the contract, or is found to have serious noncompliance issues which pose a health and/or safety risk to the UCSS client may have contract terminated.

6.3 The Provider shall immediately notify UCSS in writing of any of these changes:

- 6.3.1 Changes in policy related to service delivery
- 6.3.2 Changes in name, corporate structure, or service provision
- 6.3.3 Office relocations, changes in phone numbers
- 6.3.4 Changes in Managerial staff

CONDITION 7 — BILLING

The Provider shall submit billings to UCSS monthly. The Provider's request for payment is due by the 10th of the subsequent month following the date of service.

Required Elements:

- 7.1 The Provider shall input service units into the UCSS billing system via computer. UCSS will only remit payments to the contracted Provider agency. The Provider's request for payment is due by the 10th of the subsequent month following the date of service.
- 7.2 The Provider shall bill monthly for only those units authorized by UCSS and delivered by the Provider. If the number of units billed is less than the monthly authorized units, the unbilled units cannot be added to the next month's billing. UCSS is not liable to pay costs arising from changes, changes or extra work orders not authorized in advance by UCSS, except during emergency situations.
- 7.3 The Provider shall bill for actual units of service delivered rounded off to the nearest quarter unit for one-hour units. Workers' time spent for travel, breaks, meal breaks, or administrative activities shall not be billed to UCSS.
- 7.4 The Provider shall not bill extra for services provided on holidays or weekends; this cost should be calculated into the unit cost. (See service specifications for any exceptions.)
- 7.5 The Provider may bill for time direct service workers spend in client care conferences as authorized by UCSS.
 - 7.5.1 UCSS client may cancel a service unit without incurring a charge by notifying the contracting Provider 24 hours before the scheduled time of service. If the Provider does not receive a notice of cancellation, the Provider may bill UCSS for a maximum of one unit of service, regardless of number of units authorized.

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- 7.5.2 If UCSS client is not home during the scheduled service visit or refuses the scheduled service by the Provider, the Provider may bill for a maximum of one unit of service.
- 7.5.3 The Provider must document in the client record the reasoning for the cancellation, time Provider was notified, and person who notified Provider.
- 7.5.4 The Provider must notify the UCSS case manager after each unexplained absence or inability to provide the service.
- 7.6 UCSS may refuse payment to the Provider when requests for payment are not received within sixty days of service delivery.
- 7.7 The compensation paid to a successful Provider and its representatives shall be the sole and exclusive consideration for the goods and/or services provided under that contract. No additional fee, cost, or donation of any sort shall be charged to or solicited from any eligible UCSS client.
 - 7.7.1 The Provider shall not solicit donations from clients whose services are provided under UCSS. This includes prohibition against adding UCSS clients to general solicitation mailing lists.
- 7.8 UCSS will research unpaid units, if the requests are received within sixty days of the end of the month in which services were delivered.
- 7.9 The Provider shall identify and bill all other sources of payment including third party payers such as Medicare and private insurance, billing UCSS as the last resort.
- 7.10 The Provider shall maintain written documentation of all units of service delivered. UCSS may refuse payment, or require re-payment to the UCSS, for any units of service billed to the UCSS when the Provider agency does not have written documentation to support the provision of service.
- 7.11 UCSS normally makes payments within 45 days from the day the invoice is received.

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EXHIBIT B

HOMEMAKER SERVICE

[Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)

- 1.0 Definition**
 Homemaker services enable a client to achieve and maintain a clean, safe, healthy environment; help the client to manage personal appointments and day-to-day household activities as authorized by the case manager.
- 2.0 Unit of Service**
 - 2.1 A unit of Homemaker service is one hour of direct client service.
 - 2.2 The unit rate shall include administration, supervision, travel, and documentation time.
- 3.0 Provider Agency Requirements**
 - 3.1 The Provider shall develop and start an internal Quality Assurance plan, to assure clients are receiving quality services as authorized by UCSS.
- 4.0 Personnel Qualifications** – see [Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)
- 5.0 Homemaker Paraprofessional Supervision** - see [Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)
 The Provider shall assure that a Homemaker paraprofessional performs services outlined in the UCSS authorized care plan and that the Provider's supervisor oversees the Homemaker staff member in client care tasks.
 - 5.1 The supervisor shall complete and document a home visit to confirm the daily activities of the Homemaker paraprofessional before client care is started.
 - a. The supervisor shall prepare a written initial client assessment and homemaker daily care plan specific to each client and consistent with the UCSS authorized plan.
 - 5.2 The supervisor shall evaluate the Homemaker paraprofessional's compliance with the daily care plan and UCSS authorized plan at least once every ninety days. Supervisor may conduct reviews by telephone, video conference, or in the client's home. In-person reviews must be completed for new client enrollment. Client reviews should not be conducted via telephone or video conference back – to – back.
- 6.0 Continuing Education** see [Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)
- 7.0 Duties and Responsibilities** see [Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws](#)
- 8.0 Summary of Required Documentation**

The Provider of Homemaker services shall maintain the following documentation:

Required Documentation	Due Date	Remarks
Initial Client Assessment and Homemaker Care Plan	Before start of care	Provider must maintain original documentation in client record
Client Supervisory Visit Report	Every 90 days	Provider must maintain original documentation in client record

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Supervisor and Homemaker case consultation and communication	As requested	Provider must maintain original documentation in client record
Documentation signed and dated by the client for each service delivery	As requested	Provider must maintain original documentation in client record
Staff Continuing Education	Annual — 6 hours	Provider must maintain documentation in employee staff file

PERSONAL CARE/RESPITE SERVICES

[Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)

1.0 Definition

Personal Care/Respite (PC/R) services enable a client to achieve optimal function with Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) and/or provide the client's informal AT EASE a respite from care-giving duties. Personal care help may include help with personal hygiene, grooming, foot care and moving about the home. All services will be provided in the client's home of residence.

2.0 Unit of Service

- 2.1 A unit of service is one hour of direct in-home service to the client.
- 2.2 The unit rate shall include administration, supervision, travel and documentation time.

3.0 Provider Agency Requirements

- 3.1 The Provider must assure service delivery capability seven days a week.
- 3.2 The Provider shall have a written policy that addresses workers handling of client funds.
- 3.3 The Provider shall have a mechanism to verify:
 - a. That the PC/R aide is present at the scheduled time and location where services are to be provided;
 - b. At the end of each working day, whether the provider's employees have provided the services at the proper time and location;
 - c. A protocol to be followed in scheduling a substitute worker when the monitoring system identifies that an employee has not provided home care services at the proper time and location, including; standards for determining the time that may elapse without jeopardizing the health and safety of the client;

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- d. Procedures for maintaining records of the information obtained through the monitoring system, and compiling annual reports which include statistics on the rate at which home care services were provided at the proper time and location;
- e. Procedures for conducting random checks of the accuracy of the monitoring system. For purposes of conducting these checks, a random check is a check of not more than five per cent of the home care visits the provider's employees make to different home care dependent adults within a particular work shift.

- 4.0 **Personnel Qualifications** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)
- 5.0 **Training and Skill Testing Components** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)
- 6.0 **Continuing Education** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)
- 7.0 **Duties and Responsibilities of the PC /R Aide** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)
- 8.0 **Special Tasks that shall not be assigned to the PC/R Aide** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)

The Provider shall assure that the PC/R Aide shall not administer any medication. This includes, but is not limited to, the administration of over-the-counter (OTC) medications to be ingested, oral prescription medications or the application of topical prescription medications.

- 9.0 **PC/R Aide Supervision** see [Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws](#)

The Provider shall assure that a PC/R Aide performs services outlined in the UCSS authorized plan and that a registered nurse or LPN under the direction of an RN supervises the PC/R Aide in client care tasks.

9.1 The supervisor shall complete and document a home visit to define the expected daily activities of the PC/R before client care is started.

9.2 The supervisor shall evaluate PC/R Aide compliance with the care plan and UCSS authorized plan at least every 60 days.

a) Supervisor may conduct reviews by telephone, video conference, or in the client's home. In-person reviews must be completed for new client enrollment. Client reviews should not be conducted via telephone or video conference back – to – back.

10.0 Summary of Required Documentation

Required Documentation	Due Date	Remarks
Initial Client Care Plan Assessment and PC/R care plan	Before start of client care	RN preferred. Provider maintains original copies.

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Client Supervisory Report (evaluate existing care plan)	Every 60 days	RN only. Use Client Supervisory Report or another approved format. Complete with signatures and dates.
Supervisor and PC/R case consultation and communication	As requested	Provider maintains original copies.
Staff continuing education	Annual - 6 hours	Exempt for 1st year if 60-hour skills test completed. Providers maintain original documents in employee personnel file.

NURSING SERVICES

- 1.0 Definition**
 Nursing services to facilitate a safe and effective management of both over-the-counter and prescription medications by helping the client with a safe medication regime and achieving medication compliance.
- 2.0 Unit of Service**
 - a. A unit of nursing service is one hour of direct client service.
 - b. A unit shall include administration, supervision, travel, and documentation time.
- 3.0 Provider Agency Requirements**
 - a. The provider must develop an internal Quality Assurance plan, to assure client safety practices and receiving quality of care as authorized by UCS.
- 4.0 Personnel Qualifications**
 - a. The Provider shall assure the staff for nursing position have the following qualifications
 - i. Current license or credential to work as an RN in Ohio
 - OR**
 - ii. Current license as a Licensed Practical Nurse in Ohio and under the direction of an RN.
- 5.0 Duties and Responsibilities**
 - a. The Provider shall assure the nurse assigned has capacity to perform services outlined and authorized by UCS that include:
 - i. Documentation:
 - a) Drug inventory
 - b) Documentation of medication handled
 - c) Service delivery provided

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- ii. Drug preparation:
 - a) Set up of client's medications on a predetermined time frequency authorized by UCSS.

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

* * *

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RESOLUTION NO. 26-066:

Vendor Agreement Between the Board of County Commissioners, Union County Ohio, Acting Through the Union County Senior Services (UCSS) and Interim Healthcare of Ohio, Inc. (Interim) – Senior Services

The Board of County Commissioners hereby approves the Vendor Agreement Between the Board of County Commissioners, Union County Ohio, Acting Through the Union County Senior Services (UCSS) and Interim Healthcare of Ohio, Inc. (Interim).

**UNION COUNTY SENIOR SERVICES
VENDOR AGREEMENT**

Agreement between the **BOARD OF COUNTY COMMISSIONERS, UNION COUNTY OHIO**, acting through the **Union County Senior Services (UCSS)** with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and **INTERIM HEALTHCARE OF OHIO, INC. (INTERIM)**, 241 Paddock Court #2, Delaware, Ohio 43015.

In consideration of the mutual benefits accruing to each party, INTERIM and UCSS hereby agree as follows:

- (1.) **Purchase of Services:** Subject to the terms and conditions set forth in this contract UCSS agrees to purchase and INTERIM agrees to provide Clients, who are individuals identified and approved by UCSS, with the following services: Personal Care, Homemaking, and In-Home Respite Care.
- (2.) **Contract Term:** INTERIM understands that services will be provided from January 1, 2026, through December 31, 2026, unless otherwise terminated.
- (3.) **Availability of Funds:** The total value of this contract may not exceed \$176,219 unless otherwise amended. UCSS is the senior service agency selected by the Central Ohio Area Agency on Aging (hereinafter "COAAA") to carry out the Older Americans Act Programs within Union County, Ohio. After the grant given by the Central Ohio Area Agency on Aging funds has been depleted, local funds from the Union County Sales Tax may be used to continue services. If local, state and/or federal reimbursement is no longer available to UCSS, therefore requiring changes or termination of this agreement, such changes or termination for this reason will be effective on the date that local, state and/or federal reimbursement is no longer available or later, as otherwise stipulated by UCSS.
- (4.) **Limitations:** INTERIM warrants the following:
 - A. Any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - B. No medical or Medicaid reimbursable services shall be provided through this contract.
 - C. Claims made to UCSS for payment of purchased services shall be for actual services rendered to eligible and approved individuals and do not

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duplicate claims made by the INTERIM to other sources of funds for the same services; and

D. Rates charged under this agreement do not exceed the rates charged to other individuals or organizations for the same services.

(5.) **Cost and Delivery of Purchased Services:** The approved Services provided under this Contract are limited to those listed in Paragraph (1.) above and the costs are listed below and incorporated by reference. When UCSS approves a Service for a Client, UCSS will provide a written notice of the approved Service to INTERIM. INTERIM will begin providing the approved Service(s) within ten (10) business days after notice from UCSS. INTERIM agrees to notify UCSS when it begins to provide Service(s). UCSS will not pay for additional services to any Client without prior written approval from UCSS. Further, INTERIM shall not bill UCSS for unapproved services.

SERVICE DESCRIPTION	UNIT OF SERVICE	RATE
Homemaker	1 hour	\$33.00
Personal Care	1 hour	\$34.00
Respite Care	1 hour	\$34.00

The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by UCSS for performance of services by INTERIM. INTERIM shall not charge or solicit any additional fees from Clients referred for Services purchased under the terms of this contract. Exhibit A and B list the duties and responsibilities of services.

(6.) **Payment for Purchased Services.** Within ten (10) days after the end of each month, INTERIM shall submit an invoice to UCSS for services rendered to Clients during the preceding month. Each invoice shall include the following information: the names of the Clients served; a brief description detailing the service provided to each Client; the dates the services were provided; the amount of time devoted for each service in increments of 0.25 hour (15 minutes); and the amount claimed based upon the unit rate for each service identified in this Contract. For each time INTERIM delivers a Service, an INTERIM employee must obtain the signature from the Client or the Client's representative.

UCSS shall review the invoices submitted for completeness and necessary information. UCSS will pay an invoice within thirty days after the invoice is

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complete and accurate. Invoiced amounts are subject to adjustment by UCSS before payment to adjust for mathematical errors, incorrect rates, or non-covered services. Paid invoices are subject to audit by appropriate local, state, and federal officials. UCSS shall be responsible for paying INTERIM for services authorized by UCSS and confirmed by the signature of the Client or the Client's representative. UCSS shall be responsible for collecting the Cost-Share Payment from the Client.

- (7.) **Licensing and Compliance:** For every Service listed, INTERIM agrees to be responsible for all required licenses, training and credentials required by the State of Ohio for its staff providing the particular Service. Further, INTERIM agrees to maintain compliance with the Older Americans Act conditions of participation and service specifications for services.
- (8.) **Duplicate Billings:** INTERIM warrants those billings for services provided to UCSS requesting payment shall be for actual services rendered to eligible individuals. Further, INTERIM warrants that the claims for payment do not duplicate claims made by INTERIM to other sources of funds for the same services provided to eligible individuals.
- (9.) **Eligibility for Services/Referral Procedure:** Eligibility of individuals to receive services shall be determined by UCSS in accordance with its rules and regulations established by federal and state program rules and refer those eligible individuals to INTERIM. The Contract does not authorize or request services for any individual in contravention of any Federal or State provision.
- (10.) **Independent Contractor Status:** INTERIM understands that as a contractor it is considered self-employed or an independent contractor and therefore, is not an employee, agent, or representative of the UCSS, the Board of Union County Commissioners or Union County, Ohio. As an employer, INTERIM understands that it is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:
- A. Reporting earned income for services for income tax purposes.
 - B. Paying social security.
 - C. Establishing a retirement plan, if desired.

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D. Purchasing liability, hospitalization, and other insurance coverage, if desired for the employees of INTERIM.

E. Paying of worker compensation, as required by law.

INTERIM has the right to set its own hours and locations of service, and to determine the method and timeline for service delivery.

(11.) **Financial Records:** INTERIM shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, local and UCSS personnel.

(12.) **Availability and Retention of Records:** INTERIM shall maintain and preserve all financial, eligibility determination records, and service delivery documentation records related to this contract including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of the final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by UCSS.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, INTERIM shall retain the records until completion of the action and all issues from it or until the end of the three-year period, whichever is later.

(13.) **Responsibility for Audit:** INTERIM agrees, if required by UCSS, on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to UCSS.

(14.) **Responsibility for Audit Exceptions:** INTERIM agrees to accept responsibility for receiving, replying to, making repayment for, and/or complying with any audit exception by appropriate local, state or federal audit related to the provisions of this Contract. In addition, INTERIM agrees:

A. To pay UCSS the full amount of payment received for services not covered by INTERIM 's contract.

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- B. To pay UCSS the full amount of payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.
- C. INTERIM is not required to repay overpayment caused by the negotiated rate being in excess of the INTERIM 's costs unless that rate was based upon non-allowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which INTERIM did not secure; or the Contract was negotiated on a cost reimbursable basis.
- D. As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms, or perpetuates a false impression as to law, value, state of mind, or other objective or subjective fact.
- (15.) **Confidentiality:** INTERIM will comply with applicable HIPAA regulations, as amended. All information passing between INTERIM, its employees, agents and UCSS, its members, employees and/or agents in providing Services under this Contract shall be strictly confidential. INTERIM agrees that the use or disclosure by any party of any information concerning Clients for any purpose not directly related with the administration of the responsibilities of UCSS or INTERIM with respect to the Services is prohibited except upon the written consent of the Client or his/her responsible guardian.
- (16.) **Entire Agreement; Termination of Agreement:** This Contract sets forth the entire agreement between the parties and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement.

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- A. **Termination by Agreement:** In the event that INTERIM and UCSS mutually agree to terminate this contract in writing, this contract shall be terminated on the terms and date stipulated.
- B. **Termination upon Breach:** If either Party (i) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (ii) such breach or default continues for a period of fifteen (15) days after notice by the other Party reasonably

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detailing such breach or default, then (iii) the non-breaching or non-defaulting Party shall have the right to terminate this contract, with immediate effect, by giving written notice to the breaching or defaulting Party.

- (17.) **Insurance and Indemnification:** INTERIM will hold UCSS, Union County, its elected officials, officers, employees, and agents harmless against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement and indemnify the same. INTERIM 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. INTERIM shall provide UCSS 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.

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

- (18.) **Compliance with Federal, State and Local Law:** INTERIM and UCSS agree to perform their respective obligations in conformity with and in compliance with state, federal, and local regulations, which govern the provision of services to the UCSS or its designees. Any party found to be noncompliant may be subject to investigation and termination of this Contract.

INTERIM certifies 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, and that INTERIM is not disqualified from being awarded this contract pursuant to law.

- (19.) **Notices:** Any notice required or permitted to be given to a party under the provisions of this Contract shall be deemed given if mailed by certified United States mail, return receipt requested, to the address of each party set forth at the beginning of this Contract.
- (20.) **Validity of Provisions:** In the event any provision of this Agreement 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 Agreement. 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

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arising under this Contract shall be filed in a court of competent jurisdiction in Union County, Ohio or in the applicable federal district court.

- (21.) **General Provisions:** UCSS and INTERIM agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, gender, religion, age, national origin, or disability or any other factor specified in Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations thereto; the Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981, where applicable; and the Americans with Disabilities Act of 1990.
- (22.) **Conflict of Interest:** This Contract in no way precludes, prevents, or restricts the INTERIM from obtaining and working under additional contractual arrangements with other parties in addition to UCSS, assuming that the contractual work in no way impedes INTERIM ability to perform the services required under this contract. INTERIM agrees that at the time of entering into this contract, it has no interest in, nor shall it acquire any interest, either direct or indirect, in any contract which will impede its ability to perform the services under this Contract.

INTERIM further agrees that there is no financial interest on the part of any UCSS employee involved in the development of specifications or the negotiations of this Contract. INTERIM has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a UCSS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

INTERIM will report on the discovery of any potential conflicts of interest to UCSS. Should a conflict of interest be discovered during the term of this Contract, UCSS may exercise any right under the contract including termination of the contract.

- (23.) **Cooperation with Child Support:** INTERIM agrees to cooperate with Union County Department of Job and Family Services (UCDJFS) and any Child Support Enforcement Agency (CSEA) in ensuring INTERIM or the employees of INTERIM meet child support obligations established under state or federal law. Further, by executing the Contract, INTERIM certifies present and future compliance with any court or valid administrative order for the withholding of support,

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which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.

- (24.) **No Assignment or Subcontracting:** No party shall assign this contract or any right or obligation of this contract, by operation of law or otherwise. INTERIM shall not subcontract any Services without the prior written consent of UCSS and subject to such additional terms, including adjustments to billing rates, as UCSS shall reasonably request.
- (25.) **Signatures; Counterparts:** This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement 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.
- (26.) **Authority to Sign: No Conflicts or Violations.** Each party represents to the other that: each person signing this Agreement has authority to enter into the Agreement; that the signing, delivery, and performance of this Agreement has been properly and validly authorized; and this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms. Each party further represents to the other that: the signing, delivery, and performance of this Agreement will not result in: any violation of the party's organic organizational documents; a violation of a law, judgment, or order applicable to the party; or conflict with or result in a breach of, or constitute a default, or give rise to any right of termination, acceleration or cancellation under any material contract.
- (27.) This Agreement may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all of the parties to the agreement.

WITNESS our agreement with the terms and conditions of this Contract on the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this Contract.

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INTERIM HEALTHCARE OF OHIO, INC.

By *Christine Oswald* Date 1/14/2026
Christine Oswald

UNION COUNTY SENIOR SERVICES

By *Sue Ware* Date 1/16/26
Sue Ware, Human Services Director

UNION COUNTY PROSECUTING ATTORNEY

Thayne D. Gray Digitally signed by Thayne D. Gray
DN: cn = Thayne D. Gray email =
tgray@unioncountyoa.org, c = US Date January 9, 2026
Thayne D. Gray, Union County Asst. Pros. Atty.

UNION COUNTY BOARD OF COMMISSIONERS

Steve Robinson Date 2/18/2026
Steve Robinson, Commissioner

Dave Lawrence Date 2/18/2026
Dave Lawrence, Commissioner

Tom McCarthy Date 2/18/2026
Tom McCarthy, Commissioner

C.J. 2026
26-016
Date 2/18/2026

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EXHIBIT A

CONDITION 1 — AGENCY STRUCTURE

The Provider is a business or service agency with a history of operating and providing paid home care services to individuals for at least one year before the point of application. A Provider, if a business entity, is in good standing with the Ohio Secretary of State. A Provider operating under a fictitious or trade name shall be properly registered with the Ohio Secretary of State.

Required Elements

Chapter 173-39 - Ohio Administrative Code | Ohio Laws and Rule 173-3-06 - Ohio Administrative Code | Ohio Laws

- 1.1 The Provider shall document a one-year business history supported by business records and professional references that will show the Provider's ability to perform the duties of the contract and provide high quality services.
- 1.1.1 The Provider agency must meet at least one of these criteria:
- a. Provider agency is a current UCSS home care provider. Any present or former UCSS provider agency or agency owner who has had UCSS clients removed from their care or service due to poor performance or noncompliance issues will be examined during the proposal evaluation process.
 - OR
 - b. Provider agency must document a business history of providing home care services to individuals for at least one year before submitting a proposal to UCSS, which is defined as the date of opening of this request for proposal. The following documentation is required with proposal submission:
 1. One year business history: Respondent must furnish proof of supporting documentation as evidence of Provider's one year home care service provision. Evidence of paid service provision to clients for at least one year; written confirmation of the banking relationship during the year before application.
 2. One year of Business Insurance: Respondent also must submit supporting documentation of current business insurance coverage. (See Condition 3, Section 3.2 below).
- 1.2 The Provider shall identify all parties having ownership/interest in or control of the agency.
- 1.2.1. The Provider shall have a written statement defining the purpose of their business or service agency.
 - 1.2.2. The Provider shall have written policies. If the provider has a governing board, the provider shall have written bylaws; and if the provider is incorporated, the provider shall have written articles of incorporation.
 - 1.2.3. The Provider's direct service staff shall be eligible for employment Section 173.38 - Ohio Revised Code | Ohio Laws; Section 3740.11 - Ohio Revised Code | Ohio Laws.

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- 1.3 The Provider shall have a written table of organization that clearly identifies lines of administrative, advisory, contractual, and supervisory authority, and responsibility to the direct care level.
- 1.4 The Provider is operating the business in compliance with applicable Federal, State and Local laws, regulations, and orders, including Public Health Orders.
 - 1.4.1. The Provider shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act regulations (HIPAA).
 - 1.4.2. The Provider shall comply with current anti-discrimination laws in service delivery to clients.

CONDITION 2 — BUSINESS SITE

The Provider has a fixed permanent location from which to conduct business per Ohio Administrative Code Rule 173-39.02A(3) Rule 173-39-02 - Ohio Administrative Code | Ohio Laws

Required Elements:

- 2.1 The Provider shall have a computer with software to document and track services, a printer, a telephone, email, and the capacity, whether by staff or by an answering device, service, or other means; to take telephone calls between 9:00 a.m. and 4:00 p.m., Monday through Friday. Provider shall supply the UCSS with an alternate telephone number to be used for administrative purposes only, in the event of an emergency and the provider cannot be reached at the primary agency telephone number.
- 2.2 The Provider shall use a secure, locked storage space for all UCSS client records.

CONDITION 3 — ADMINISTRATIVE POLICIES

The Provider has written procedures supporting the operation of the business and its services.

Required Elements:

- 3.1 The Provider shall have a system to document services delivered and billed that complies with the UCSS program requirements.
- 3.2 The Provider shall submit evidence of business insurance coverage for the required one-year business history without a lapse in service at the time of proposal. Throughout the term of the contract, the Provider shall obtain and maintain a comprehensive insurance program affording as a minimum the items described below:
 - 3.2.1 Comprehensive General Liability: \$1,000,000 annual combined single limit per occurrence \$2,000,000.00 aggregate, including coverage for:
 - a) Personal Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness, or disease including death at any time resulting there from, sustained by any person other than its employees,
 - b) Broad form Property Damage Liability,
 - c) products and completed operations; d) premises and completed operations; and e) contractual liability ensuring the obligations assumed by the Provider under the Contract. This insurance does not apply or shall not be construed

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- as being applicable to liability for damages arising out of bodily injury to any person or damage to any property of others resulting from the negligence of the Union County Commissioners, its officers, employees, or agents.
- 3.2.2 Employer's Liability, \$500,000.00, annually
- 3.2.3 Automobile Liability Insurance: \$1,000,000.00, annually, all sums, which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence arising out of ownership, maintenance, or use of any automobile, whether owned, non-owned, or hired.
- 3.2.4 Excess Annual Aggregate Limit: \$1,000,000 dollars annually. During the term of this Contract and any renewal thereto, the Contractor, and any agent of the Offeror, at its sole cost and expense shall maintain the required insurance coverage as described in the Contract. County may require the Contractor to provide respective certificate(s) of insurance to verify coverage. Failure to provide a requested certificate within a seven (7) calendar day period may be considered a default.
- 3.2.5 Employee Dishonesty; not less than \$10,000 dollars per employee. This requirement can be included in the agency's general liability policy or in a separate Employee Dishonesty Bond from a Bonding or Surety company.
- 3.3 The Provider shall have Certificates of Insurance stating that during the term of the contract the Provider shall be insured at all locations where it undertakes business operations for the types of insurance and limits of liability as described above. Copies of these Certificates shall be sent to UCSS.
- 3.3.1 All such Respondent's insurance policies shall be primary and non-contributory.
- 3.3.2 These policies shall include these special provisions: The company agrees that thirty (30) days before the cancellation or reduction of the Insurance afforded by this policy regarding the contract involved, written notice shall be delivered to: Union County Senior Services, PO Box 389, Marysville, OH 43040.
- 3.3.3 In addition to a Certificate of Insurance, Respondent shall provide endorsements to the underlying policy for the additional insured coverage, as required.
- 3.4 The Provider shall have a written procedure which identifies the steps a client shall take to file a liability claim.
- 3.5 The Provider shall have a written procedure for documenting all client incidents and reporting the incidents to UCSS. The Provider shall maintain evidence of reporting the incident to UCSS via phone, fax, or e-mail.
- 3.6 The Provider shall notify UCSS within 24 hours of any incidents and document the notification on an incident report, which shall be forwarded to UCSS. An incident is defined, per OAC 173-3-01 ([Rule 173-3-01 - Ohio Administrative Code | Ohio Laws](#)), as "an event that is inconsistent with the routine care or routine provision of services to a consumer. An incident may involve a consumer, caregiver (to the extent it impacts a consumer), provider, provider's staff or facility, another facility, an Area Agency on Aging staff, Ohio Department of Aging staff, or other administrative authorities. Examples of an incident are alleged abuse or neglect, abandonment, an accident, or an unusual situation resulting in an injury to a person or damage to the person's property or equipment." The provider will contact the UCSS case manager to partner in addressing the client challenge and document the notification on an incident report,

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- which shall be forwarded to UCSS. The provider is considered a partner in serving the clients' needs and is to work with the UCSS case manager to discuss, resolve and start a new plan to better serve the client.
- 3.7** The Provider shall maintain a hard copy or electronic file for each UCSS client. Each file shall contain the following information:
- 3.1.1.** Client name, address, and telephone number
 - 3.1.2.** Client date of birth and gender
 - 3.1.3.** Contact person's name and phone number
 - 3.1.4.** UCSS case manager name and phone number
 - 3.1.5.** Functional limitations of client relevant to service(s) authorized
 - 3.1.6.** Signed and dated documentation of each contact with the client or caregiver, UCSS case manager or other authorized people.
- 3.8** The Provider shall obtain written approval from the UCSS client to release client specific information to sources outside of Union County Senior Services (UCSS) and have a written policy regarding confidentiality. Client information received or submitted shall be treated as confidential.
- 3.9** The Provider shall keep all records supporting service delivery to UCSS clients for six years or until an initiated fiscal audit is completed, whichever is later. Notwithstanding the above, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the end of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the end of the six-year period, whichever occurs later.
- 3.10** The Provider shall have a written grievance procedure for resolving client complaints. The Provider shall provide all clients with written notice of their right to file a grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.
- 3.10.1** The Provider shall work with the UCSS case manager to resolve any grievance. The provider is responsible for contacting the case manager by phone call, email, or fax to work together to address a grievance. The provider should work with the UCSS case manager to meet the client together, in person or via conference call to address the problem. The Provider shall provide all clients with written notice of their right to file a grievance, which shall include the name and telephone number of the Provider's contact person responsible for addressing grievances.
 - 3.10.2** The Provider shall notify the UCSS Case Manager by phone, fax or e-mail of any client complaints reported to the Provider agency.
- 3.11** The Provider shall immediately notify UCSS in writing of any changes to corporate structure, Federal Tax identification number, or if the Respondent is purchased by or merges with another business entity.
- 3.12** if a UCSS Provider wants to be released from the UCSS contract, the provider must submit this request in writing to the UCSS. UCSS requires a 90-day notice of intent to terminate the contract.
- 3.13** The Provider shall not engage in behavior that is a conflict of interest in which the provider can exploit a professional or official capacity for their personal or agency's benefit or interest or may create a lack of objectivity or partiality.

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CONDITION 4 — PERSONNEL POLICIES

The Provider has written personnel policies that support lawful staff practices.

Required Elements:

- 4.1 The Provider shall have written job descriptions or statements of job responsibilities that include qualifications for each position involved in the direct delivery of UCSS services.
- 4.2 The Provider shall conduct and document performance appraisals a minimum of annually for all individuals (employed or contracted) including volunteers involved in the direct delivery of UCSS services.
- 4.3 The Provider shall document in writing, signed, and dated by the staff member, completion of an orientation before servicing an UCSS client which includes:
- 4.3.1 The Provider's purpose, policies, and procedures; including but not limited to:
- a. Employee position description/duties/expectations
 - b. Provider personnel policies
 - c. Incident reporting procedures and policies
 - d. Agency table of organization/lines of communication
 - e. Emergency procedures
- 4.4 The Provider shall have a written procedure defining the process by which a staff member can register a complaint or grievance.
- 4.5 The Provider shall maintain a personnel file on every staff member (including volunteers and contract workers), who provides direct service to UCSS clients. This file shall include:
1. A resume or application for employment that describes work history.
 2. Written documentation of employee applicant's signed consent for verification of previous employment, training, and experience.
 3. Written documentation of Provider confirmation/verification of employee's previous employment, experience, and training.
 4. Written verification of licensure/certification and a valid driver's license, if applicable.
 5. A copy of the performance appraisals signed and dated by the employee and staff member conducting the appraisal.
 6. A copy of the UCSS Provider Staff Code of Ethics signed and dated by the employee.
- 4.6 The Provider has written procedures that require it to conduct background checks on all applicants as well as procedures that do not permit hiring an applicant convicted of a disqualifying offense, as defined in [Section 173.38 - Ohio Revised Code | Ohio Laws](#); [Section 3740.11 - Ohio Revised Code | Ohio Laws](#), or other actions that pose a risk to the clients, unless there is documentation to confirm the hiring consistent with the foregoing statutory references.
- 4.6.1 The Provider shall maintain a documentation log to support completion of Bureau of Criminal Identification and Investigation (BCII) checks on all service workers and supervisory staff.

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CONDITION 5 — SERVICE DELIVERY

The Provider must deliver services conforming to service specification(s) and the service plan designed and authorized by UCSS. UCSS case managers make referrals and authorize services to providers based on the lowest cost, the highest quality service delivery, and the provider's capacity to deliver the service while being respectful of client choice. UCSS does not guarantee a volume of service for providers. All referrals and authorizations are sent through On-line Referral Form, email, or fax.

Required Elements:

- 5.1 The Provider shall deliver services in compliance with service specification(s) and under the service plan as authorized by UCSS.
- 5.1.1 The Provider shall accept or decline a referral within 24 hours or 1 working day. In writing by post, fax, or email to UCSS.
- 5.2 The Provider, its employees, approved subcontractors, or agents, shall deliver services in compliance with any Public Health Order, public health regulation, and consistent with Responsible RestartOhio protocols, Sector Specific Operating Requirements of the State of Ohio or Union County, and Guidelines from the United States Centers for Disease Control and Prevention.
- 5.3 UCSS will not pay for services it has not authorized in advance. The Provider shall not contact the UCSS client before UCSS notifies Provider that the service has been authorized.
- 5.4 The Provider shall inform the UCSS case manager if services cannot be started within 10 business days of the referral.
- 5.5 The Provider must have prior approval from the UCSS case manager or supervisor to increase or decrease service units. Any increase to a service schedule agreed upon by the worker and client must have prior approval by the UCSS Case Manager. Failure to obtain prior approval from the UCSS case manager may result in refusal of payment.
- 5.6 The Provider shall notify the UCSS case manager
 - 5.6.1 within one business day by phone, fax or e-mail of:
 - a) Changes in client status (health, mental health, behavioral changes impacting ability to provide services or death)
 - b) Changes in client address
 - c) Client admission to an institution (nursing home, hospital, or rehab facility)
 - d) Any change or client status issue that poses a health or safety threat to the client or provider staff or interfere with the delivery of authorized services.
 - 5.6.2 The Provider shall notify the UCSS case manager via phone, fax, or e-mail if the client is repeatedly refusing service or has asked the Provider to cancel services.

By notifying UCSS of these changes, we can work together to help resolve the issues and better serve the clients.
- 5.7 The Provider shall have a written procedures to document service delivery.
 - 5.7.1 The Provider shall obtain documentation signed and dated by the client for each instance of service delivery. The documentation signed by the client shall include:

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- a. The date of service delivery
 - b. A description of the service tasks being performed
 - c. The name of the direct service worker
 - d. The arrival and departure time of the direct service worker
 - e. The signature of the direct service worker
- 5.7.2 The Provider shall have a written procedure for verifying service delivery when a client signature cannot be obtained. The Provider shall make this documentation available upon request from the client or UCSS staff.
- 5.8 In the event of a staff member absence, the Provider is responsible for providing a substitute staff member to deliver the services under the authorized care plan schedule.
- 5.8.1 The Provider may arrange with the client to provide services on another day; however, the Provider shall make every effort to provide the service as authorized in the UCSS care plan. For example, if the client is authorized for weekly Homemaker service, the Provider shall make every effort to provide a substitute worker during that same week period.
- 5.9 If services cannot be delivered as authorized, the Provider shall notify the UCSS case manager within one working day with the following information:
1. Client name
 2. Reason service cannot be delivered
 3. If subsequent service visits will be missed
 4. Date client will receive next service
- 5.10 The Provider shall maintain written documentation of all client contacts, case manager contacts, and units of service delivered. The provider shall make the records available upon request.
- 5.11 To promote high quality service delivery, the Provider shall partner with the UCSS in problem resolution of incidents, grievances, or complaints.

CONDITION 6 – COMPLIANCE

The Provider shall comply with all contract requirements, Conditions of Participation, relevant Service Specifications, monitoring and reporting requirements established by UCSS.

Required Elements:

- 6.1 The Provider shall allow representatives of UCSS access to the Provider facility and full access to policies, procedures, records, and other documents related to provision of service to UCSS clients and shall cooperate with the representatives in periodic reviews.
- 6.2 The Provider shall maintain compliance with all contract requirements, Conditions of Participation (COP), and relevant Service Specifications (SS) during the term of this contract. Failure to maintain compliance may result in these actions:
- 6.2.1 A Provider found to be non-compliant with a COP or SS may:
- a. Must submit a Plan of Correction.
 - b. Be placed on hold for new requests for service/referrals from UCSS.

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- 6.2.2 A Provider found to have repeated non-compliance issues with the COP's or SS's, or when non-compliance poses a health and/or safety risk to the UCSS client, may:
- a. Must submit a Plan of Correction
 - b. Be placed on an extended hold for referrals
 - c. Have their UCSS clients removed from the Provider's care.
- The Provider agency must show compliance with the specified terms of the contract before being released from hold status and to resume service provision to UCSS clients.
- 6.2.3 A Provider found to have repeated non-compliance issues with the COP's and SS's, has repeatedly failed to show their ability to meet the terms and conditions of the contract, or is found to have serious noncompliance issues which pose a health and/or safety risk to the UCSS client may have contract terminated.
- 6.3 The Provider shall immediately notify UCSS in writing of any of these changes:
- 6.3.1 Changes in policy related to service delivery
 - 6.3.2 Changes in name, corporate structure, or service provision
 - 6.3.3 Office relocations, changes in phone numbers
 - 6.3.4 Changes in Managerial staff

CONDITION 7 – BILLING

The Provider shall submit billings to UCSS monthly. The Provider's request for payment is due by the 10th of the subsequent month following the date of service.

Required Elements:

- 7.1 The Provider shall input service units into the UCSS billing system via computer. UCSS will only remit payments to the contracted Provider agency. The Provider's request for payment is due by the 10th of the subsequent month following the date of service.
- 7.2 The Provider shall bill monthly for only those units authorized by UCSS and delivered by the Provider. If the number of units billed is less than the monthly authorized units, the unbilled units cannot be added to the next month's billing. UCSS is not liable to pay costs arising from changes, changes or extra work orders not authorized in advance by UCSS, except during emergency situations.
- 7.3 The Provider shall bill for actual units of service delivered rounded off to the nearest quarter unit for one-hour units. Workers' time spent for travel, breaks, meal breaks, or administrative activities shall not be billed to UCSS.
- 7.4 The Provider shall not bill extra for services provided on holidays or weekends; this cost should be calculated into the unit cost. (See service specifications for any exceptions.)
- 7.5 The Provider may bill for time direct service workers spend in client care conferences as authorized by UCSS.
 - 7.5.1 UCSS client may cancel a service unit without incurring a charge by notifying the contracting Provider 24 hours before the scheduled time of service. If the Provider does not receive a notice of cancellation, the Provider may bill UCSS for a maximum of one unit of service, regardless of number of units authorized.

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- 7.5.2 If UCSS client is not home during the scheduled service visit or refuses the scheduled service by the Provider, the Provider may bill for a maximum of one unit of service.
- 7.5.3 The Provider must document in the client record the reasoning for the cancellation, time Provider was notified, and person who notified Provider.
- 7.5.4 The Provider must notify the UCSS case manager after each unexplained absence or inability to provide the service.
- 7.6 UCSS may refuse payment to the Provider when requests for payment are not received within sixty days of service delivery.
- 7.7 The compensation paid to a successful Provider and its representatives shall be the sole and exclusive consideration for the goods and/or services provided under that contract. No additional fee, cost, or donation of any sort shall be charged to or solicited from any eligible UCSS client.
- 7.7.1 The Provider shall not solicit donations from clients whose services are provided under UCSS. This includes prohibition against adding UCSS clients to general solicitation mailing lists.
- 7.8 UCSS will research unpaid units, if the requests are received within sixty days of the end of the month in which services were delivered.
- 7.9 The Provider shall identify and bill all other sources of payment including third party payers such as Medicare and private insurance, billing UCSS as the last resort.
- 7.10 The Provider shall maintain written documentation of all units of service delivered. UCSS may refuse payment, or require re-payment to the UCSS, for any units of service billed to the UCSS when the Provider agency does not have written documentation to support the provision of service.
- 7.11 UCSS normally makes payments within 45 days from the day the invoice is received.

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EXHIBIT B

HOMEMAKER SERVICE

Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws

- 1.0 Definition**
Homemaker services enable a client to achieve and maintain a clean, safe, healthy environment; help the client to manage personal appointments and day-to-day household activities as authorized by the case manager.
- 2.0 Unit of Service**
 - 2.1 A unit of Homemaker service is one hour of direct client service.
 - 2.2 The unit rate shall include administration, supervision, travel, and documentation time.
- 3.0 Provider Agency Requirements**
 - 3.1 The Provider shall develop and start an Internal Quality Assurance plan, to assure clients are receiving quality services as authorized by UCSS.
- 4.0 Personnel Qualifications** – see Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws
- 5.0 Homemaker Paraprofessional Supervision** - see Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws
 - The Provider shall assure that a Homemaker paraprofessional performs services outlined in the UCSS authorized care plan and that the Provider's supervisor oversees the Homemaker staff member in client care tasks.
 - 5.1 The supervisor shall complete and document a home visit to confirm the daily activities of the Homemaker paraprofessional before client care is started.
 - a. The supervisor shall prepare a written initial client assessment and homemaker daily care plan specific to each client and consistent with the UCSS authorized plan.
 - 5.2 The supervisor shall evaluate the Homemaker paraprofessional's compliance with the daily care plan and UCSS authorized plan at least once every ninety days. Supervisor may conduct reviews by telephone, video conference, or in the client's home. In-person reviews must be completed for new client enrollment. Client reviews should not be conducted via telephone or video conference back – to – back.
- 6.0 Continuing Education** see Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws
- 7.0 Duties and Responsibilities** see Rule 173-3-06.4 - Ohio Administrative Code | Ohio Laws
- 8.0 Summary of Required Documentation**

The Provider of Homemaker services shall maintain the following documentation:

Required Documentation	Due Date	Remarks
Initial Client Assessment and Homemaker Care Plan	Before start of care	Provider must maintain original documentation in client record
Client Supervisory Visit Report	Every 90 days	Provider must maintain original documentation in client record

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Supervisor and Homemaker case consultation and communication	As requested	Provider must maintain original documentation in client record
Documentation signed and dated by the client for each service delivery	As requested	Provider must maintain original documentation in client record
Staff Continuing Education	Annual — 6 hours	Provider must maintain documentation in employee staff file

PERSONAL CARE/RESPITE SERVICES

Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws

- 1.0 Definition**
 Personal Care/Respite (PC/R) services enable a client to achieve optimal function with Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) and/or provide the client's informal caregiver a respite from care-giving duties. Personal care help may include help with personal hygiene, grooming, foot care and moving about the home. All services will be provided in the client's home of residence.
- 2.0 Unit of Service**
 - 2.1 A unit of service is one hour of direct in-home service to the client.
 - 2.2 The unit rate shall include administration, supervision, travel and documentation time.
- 3.0 Provider Agency Requirements**
 - 3.1 The Provider must assure service delivery capability seven days a week.
 - 3.2 The Provider shall have a written policy that addresses workers handling of client funds.
 - 3.3 The Provider shall have a mechanism to verify:
 - a. That the PC/R aide is present at the scheduled time and location where services are to be provided;
 - b. At the end of each working day, whether the provider's employees have provided the services at the proper time and location;
 - c. A protocol to be followed in scheduling a substitute worker when the monitoring system identifies that an employee has not provided home care services at the proper time and location, including; standards for determining the time that may elapse without jeopardizing the health and safety of the client;
 - d. Procedures for maintaining records of the information obtained through the monitoring system, and compiling annual reports which

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include statistics on the rate at which home care services were provided at the proper time and location;
e. Procedures for conducting random checks of the accuracy of the monitoring system. For purposes of conducting these checks, a random check is a check of not more than five per cent of the home care visits the provider's employees make to different home care dependent adults within a particular work shift.

- 4.0 **Personnel Qualifications** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
- 5.0 **Training and Skill Testing Components** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
- 6.0 **Continuing Education** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
- 7.0 **Duties and Responsibilities of the PC /R Aide** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
- 8.0 **Special Tasks that shall not be assigned to the PC/R Aide** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
 The Provider shall assure that the PC/R Aide shall not administer any medication. This includes, but is not limited to, the administration of over-the-counter (OTC) medications to be ingested, oral prescription medications or the application of topical prescription medications.
- 9.0 **PC/R Aide Supervision** see Rule 173-3-06.5 - Ohio Administrative Code | Ohio Laws
 The Provider shall assure that a PC/R Aide performs services outlined in the UCSS authorized plan and that a registered nurse or LPN under the direction of an RN supervises the PC/R Aide in client care tasks.
 - 9.1 The supervisor shall complete and document a home visit to define the expected daily activities of the PC/R before client care is started.
 - 9.2 The supervisor shall evaluate PC/R Aide compliance with the care plan and UCSS authorized plan at least every 60 days.
 - a) Supervisor may conduct reviews by telephone, video conference, or in the client's home. In-person reviews must be completed for new client enrollment. Client reviews should not be conducted via telephone or video conference back – to – back.

10.0 Summary of Required Documentation

Required Documentation	Due Date	Remarks
Initial Client Care Plan Assessment and PC/R care plan	Before start of client care	RN preferred. Provider maintains original copies.
<i>Client Supervisory Report</i> (evaluate existing care plan)	Every 60 days	RN only. Use <i>Client Supervisory Report</i> or another approved format. Complete with signatures and dates.

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Supervisor and PC/R case consultation and communication	As requested	Provider maintains original copies.
Staff continuing education	Annual - 6 hours	Exempt for 1st year if 60-hour skills test completed. Providers maintain original documents in employee personnel file.

NURSING SERVICES

- 1.0 **Definition**
Nursing services to facilitate a safe and effective management of both over-the-counter and prescription medications by helping the client with a safe medication regime and achieving medication compliance.
- 2.0 **Unit of Service**
 - a. A unit of nursing service is one hour of direct client service.
 - b. A unit shall include administration, supervision, travel, and documentation time.
- 3.0 **Provider Agency Requirements**
 - a. The provider must develop an Internal Quality Assurance plan, to assure client safety practices and receiving quality of care as authorized by UCSS.
- 4.0 **Personnel Qualifications**
 - a. The Provider shall assure the staff for nursing position have the following qualifications
 - i. Current license or credential to work as an RN in Ohio
 - OR
 - ii. Current license as a Licensed Practical Nurse in Ohio and under the direction of an RN.
- 5.0 **Duties and Responsibilities**
 - a. The Provider shall assure the nurse assigned has capacity to perform services outlined and authorized by UCSS that include:
 - i. Documentation:
 - a) Drug inventory
 - b) Documentation of medication handled
 - c) Service delivery provided
 - ii. Drug preparation:
 - a) Set up of client's medications on a predetermined time frequency authorized by UCSS.

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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RESOLUTION NO. 26-067:

Title IV-D Contract Between Union County Child Support Enforcement (CSEA) and Union County Common Pleas Magistrate – Human Services

The Board of County Commissioners hereby approves the Title IV-D Contract Between Union County Child Support Enforcement (CSEA) and Union County Common Pleas Magistrate.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Union County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Union County Common Pleas Magistrate (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein, and are referred to as ODJFS Contract Number 80260704. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2026 through 12/31/2026, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: hour/magistrate.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative <i>SW</i>	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate (or Adjusted Unit Rate, if applicable) for this IV-D Contract is \$248.58 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$124,289.96

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$42,258.59	Local Sources
FFP Reimbursement	\$82,031.37	
Total IV-D Contract Cost	\$124,289.96	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

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6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8 a.m. and 4:30 p.m. on the following days Monday-Friday with the exception of the following days: County Holiday Schedule.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

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15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

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When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Sue Ware</i>	Printed Name of CSEA's Representative Sue Ware, Human Services Director
Date of Signature <i>1/30/26</i>	
Signature of Contractor's Representative	Printed Name of Contractor's Representative Don W. Fraser
Date of Signature	Printed Street Address of Contractor 215 West 5 th Street
Printed Title of Contractor's Representative Union County Common Pleas Judge	Printed City, State, and Zip Code of Contractor Marysville, OH 43040
Signature of County Commissioner or Representative <i>Tom McCarthy</i>	Date of Signature <i>2/18/2026</i>
Signature of County Commissioner or Representative <i>David A. Lawrence</i>	Date of Signature <i>2/18/2026</i>
Signature of County Commissioner or Representative <i>Steve Robinson</i>	Date of Signature <i>2/18/2026</i>
Signature of Prosecutor, if required by County Commissioners <i>Sarah Miller</i>	Date of Signature <small>Digitally signed by Sarah Miller DN: cn=Sarah Miller, o=Union County, ou=Prosecutor, email=sarah.miller@ucpl-judicial.com, c=US</small>

C.J. *2026*
216-0101
 Date *2/18/2026*

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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RESOLUTION NO. 26-068:

Title IV-E Agreement Between Union County Department of Job and Family Services and Keeping Kids Safe, Inc. – DJFS

The Board of County Commissioners hereby approves the Title IV-E Agreement Between Union County Department of Job and Family Services and Keeping Kids Safe, Inc.

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 responsibility/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

Keeping Kids Safe, Inc., hereinafter "Provider", whose address is:

Keeping Kids Safe, Inc.
417 N Main St
Findlay, OH 45840

Collectively the "Parties".

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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 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;
- B. Exhibit II – 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 **01/01/2026** through **12/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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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
- D. 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) 5180:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5180:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTTP) 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:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. 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 be included in the Agency approved per diem.

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- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. 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 regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. 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.
1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. 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.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC 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.
- I. 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 5180:2-7-14, 5180:2-9-23, QBH 5122-30-16, 5122-26-13, DODD OAC 5123-17-02).

Emergency situations include but are not limited to the following:

1. 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;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- J. 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:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

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- 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 5180:2-5-17, OAC 5122-30-27, OAC 5123:3-05).
- 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 OAC 5180:2-42-67 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 OAC 5180:2-42-19 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 OAC 5180:2-1-01, 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 OAC 5180:2-42-65 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 OAC 5180:2-5-33, OAC 5180:2-9-02 or OAC 5180:2-9-03 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:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

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4. psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5180:2-42-66.1 and 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.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 1. 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.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. 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.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. 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.
- B. 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.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. 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.
- D. Agency agrees to visit with the child in accordance with rule OAC 5180:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan 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.
- F. 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.
- G. 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.).

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- H. 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.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. 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);
 2. 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
 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5180:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5180:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. 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:
1. 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.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. 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 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.

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- 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 **\$50,000.00**.
- 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.
- I. 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:
1. 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.

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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 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:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. 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 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.
- 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,

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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:

1. 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.
 2. 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 activities.
- 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 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:

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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:
 - a. 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;
 - e. 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 ORC 2151.86, ORC 5103.0328, ORC 5103.0319 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.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- 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.

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- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. 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.
 2. 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.
 3. Provider shall immediately notify the Agency of any action, modification or Issue relating to said licensure, accreditation or certification.
- I. 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 OAC 5180:9-2-01 and OAC 5180:9-2-05(A)(4), 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 5180:2-47-23.1.

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 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

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- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 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 OAC 5180:2-47-26.2 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 OAC 5180:2-47-26.2. 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 ORC 5101.11, ORC 5101.14, and OAC 5180:2-47-01.
- 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:
 1. OAC 5180:2-47-11: "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".
 2. OAC 5180:2-47-26.1: "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";
 3. OAC 5180:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. DCY 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 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:

1. 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.
2. 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.
3. 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.

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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 Keeping Kids Safe, Inc.
 417 N Main St
 Findlay, OH 45840

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.
- B. 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

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

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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:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. 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 (\$300,000.00) 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.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. 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

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limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. 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.
 2. 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 liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 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.
 5. 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.
 6. 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.
 7. 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.
 8. 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 section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all 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.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSAs).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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- 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.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
1. 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.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. 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 ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5180:2-5, 5180:2-7, 5180:2-9, 5180:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5180:2-5, 5180:2-7, 5180:2-9 and 5180:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
 5. For a child placed in a child care institution, consistent with federal regulations at 45 CFR § 1356.30(f), the licensing file must consist of proof that the criminal records checks or alternative procedures required by § 471(a)(20)(D) of the Act for all adults working at the child care institution are completed.
- B. Transportation of Child
1. 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 applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or

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- c. 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.

C. Rehabilitation

1. 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 5180:2-05-09.1 as follows:
 - a. 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 5180:2-7-02(J) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5180:2-5-09.1(I),(M),(N) have been met.
2. 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.

D. Verification of Job or Volunteer Application:

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.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5180:2-7-09, OAC 5180:2-9-21, and OAC 5180:2-9-22

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 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

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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 that are generally known and available. Any Deliverable provided or produced by Provider under 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 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. Waivers 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

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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.

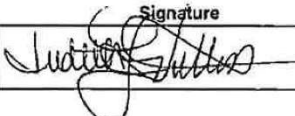
Article XXXIII. APPLICABLE LAW AND VENUE

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.

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SIGNATURES OF PARTIES:



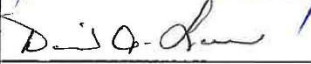

Provider: Keeping Kids Safe, Inc.

Print Name & Title	Signature	Date
Justin L. Hutton, Administrator		1/16/25

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date

Additional Signatures

Print Name & Title	Signature	Date
Steve Robinson, Commissioner		2/18/2026
Tom McCarthy, Commissioner		2/18/2026
Dave Lawrence, Commissioner		2/18/2026
Samantha M. Hobbs, Asst. Prosec. Atty	 Digitally signed by Samantha M. Hobbs Date: 2025.12.23 09:32:36 -05'00'	

C.J. 2026
 Date 20-Dec-2025
 Date 2/18/2026

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: Keeping Kids Safe, Inc. / 8386117

Run Date: 12/22/2025
Contract Period: 01/01/2026 - 12/31/2026

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Foster Care (30379)- Except Needs	2251656		\$71.00	\$49.00							\$120.00	01/01/2026	12/31/2026
Foster Care (30379)- FFH	1827656		\$40.00	\$45.00							\$85.00	01/01/2026	12/31/2026
Foster Care (30379)- Spec Needs	1827657		\$48.00	\$49.00							\$97.00	01/01/2026	12/31/2026
Independent Living Home - Boys (20812)	4017663		\$215.00	\$25.00							\$240.00	01/01/2026	12/31/2026
Independent Living Home - Girls (20846)	6253663		\$215.00	\$25.00							\$240.00	01/01/2026	12/31/2026



Contract ID: 19533584
Union County Department of Job and Family Services / Keeping Kids Safe, Inc. / 8386117

01/01/2026 - 12/31/2026
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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

* * *

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RESOLUTION NO. 26-069:

Title IV-E Agreement Between Union County Department of Job and Family Services and NECCO SE LLC – DJFS

The Board of County Commissioners hereby approves the Title IV-E Agreement Between Union County Department of Job and Family Services and NECCO SE LLC.

DocuSign Envelope ID: 58196128-85DD-442C-A0C3-F55CD80CCEA8

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 responsibility/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

NECCO SE LLC hereinafter "Provider", whose address is:

NECCO SE LLC
135 Merchant St
Springdale, OH 45246

Collectively the "Parties".

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DocuSign Envelope ID: 58196128-B5DD-442C-A0C3-F65CD60CCEA8

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DocuSign Envelope ID: 58196128-B5DD-442C-A0C3-F55CD60CCEA8

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 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;
- B. Exhibit II – 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 **01/01/2026** through **12/31/2026**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for _____ additional, _____ year terms not to exceed _____ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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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
- D. 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 [\(OAC\) 5180:2-1-01](#) and any related cross-references.

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 be included in the Agency approved per diem.
- 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 regulations.
- D. 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.

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1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. 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.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC 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.
- H. 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 5180:2-7-14](#), [5180:2-9-23](#), [OBH 5122-30-16](#), [5122-26-13](#), [DODD OAC 5123-17-02](#)).
- Emergency situations include but are not limited to the following:
1. 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;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion / Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse; and
 10. The filing of any law enforcement report involving the child.
- I. 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:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. 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.
- L. 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

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- 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.
- M. 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 5180:2-5-17](#), [OAC 5122-30-27](#), [OAC 5123:3-05](#)).
- N. 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 [OAC 5180:2-42-67](#) 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.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5180:2-42-19](#) for all children age fourteen (14) and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5180:2-1-01](#), 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 [OAC 5180:2-42-65](#) of the Ohio Administrative Code.
- Q. 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.
- R. 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 [OAC 5180:2-5-33](#), [OAC 5180:2-9-02](#) or [OAC 5180:2-9-03](#) has been completed.
- S. 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.
- T. 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.
- U. 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.
- V. 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.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 4. Provide an initial placement medical screening within five working days of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5180:2-42-66.1](#) and 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.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:

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1. 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.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. 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.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. 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.
- B. 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.
- 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.
- D. Agency agrees to visit with the child in accordance with rule OAC 5180.2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan 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.
- F. 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.
- G. 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.).
- H. 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.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. 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 (1);
 2. 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

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3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5180:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5180:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. 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:
 1. 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.
 4. Admission date and discharge date, if available.
 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. 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 **\$100,000.00**.
- 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

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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.
- I. 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:
 1. 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 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

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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:
1. Improper or inappropriate activities;
 2. Loss of required licenses;
 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 4. Unethical business practices or procedures; and
 5. Any other event that Agency deems harmful to the well-being of a child; or
 6. 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 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.
- 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:
1. 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.
 2. 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

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- 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 activities.
- 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 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:
 - a. 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;
 - e. 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

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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 [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) 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.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- 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:
1. 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.
 2. 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.
 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. 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 [OAC 5180:9-2-01](#) and [OAC 5180:9-2-05\(A\)\(4\)](#), 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.

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- 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 5180.2-47-23.1.

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 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

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 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 OAC 5180.2-47-26.2 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 OAC 5180.2-47-26.2. 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 ORC 5101.11, ORC 5101.14, and OAC 5180.2-47-01.
- 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:
 - 1. OAC 5180.2-47-11: "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".

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2. OAC 5180:2-47-26.1: "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";
3. OAC 5180:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
4. DCY 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 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:

1. 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.
2. 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.
3. 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
 NECCO, Inc.
 135 Merchant St
 Springdale, OH 45246

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.

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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.
- B. 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

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire 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:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;

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4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. 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 (\$300,000.00) 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.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. 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 together.

- E. Workers' Compensation Insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 1. 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.
 2. 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 liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting 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.

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5. 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.
6. 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.
7. 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.
8. 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 section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all 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.
12. 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.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check

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1. 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.
 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. 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 ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86 and OAC Chapters 5180:2-5, 5180:2-7, 5180:2-9, 5180:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5180:2-5, 5180:2-7, 5180:2-9 and 5180:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
 5. For a child placed in a child care institution, consistent with federal regulations at 45 CFR § 1356.30(f), the licensing file must consist of proof that the criminal records checks or alternative procedures required by § 471(a)(20)(D) of the Act for all adults working at the child care institution are completed.
- B. Transportation of Child**
1. 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 applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. 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.
- C. Rehabilitation**
1. 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 5180:2-05-09.1 as follows:
 - a. 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 5180:2-7-02(J) have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5180:2-5-09.1(I),(M),(N) have been met.
 2. 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.
- D. Verification of Job or Volunteer Application:**
- 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.

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Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5180:2-7-09](#), [OAC 5180:2-9-21](#), and [OAC 5180:2-9-22](#)

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 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

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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 that are generally known and available. Any Deliverable provided or produced by Provider under 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 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. Waivers 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.

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SIGNATURES OF PARTIES:

Provider: NECCO SE LLC

Print Name & Title	Signature	Date
Jessica Parks State Director	<i>Jessica Parks</i> <small>DocuSigned by: Jessica Parks COF1E9739E458</small>	1/9/2026

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sue Ware, Human Services Director	<i>Sue Ware</i>	1/16/26

Additional Signatures

Print Name & Title	Signature	Date
Steve Robinson, Commissioner	<i>Steve Robinson</i>	2/18/2026
Tom McCarthy, Commissioner	<i>Tom McCarthy</i>	2/18/2026
Dave Lawrence, Commissioner	<i>Dave Lawrence</i>	2/18/2026
Thayne D. Gray Asst. Pros. Atty	Thayne D. Gray <small>Digitally signed by Thayne D. Gray DN: cn = Thayne D. Gray, o = NECCO SE LLC, ou = NECCO SE LLC, email = thayne@necco.com, c = US, o = NECCO SE LLC, ou = NECCO SE LLC, email = thayne@necco.com</small>	Nov. 25, 2025

C.J. *2026*
Date *2/18/2026*

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 DocuSigned by:
 jessica parks
 (071E4973084480)

1/6/2026

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: NECCO, Inc. / 12429353

Run Date: 01/05/2026
 Contract Period: 01/01/2026 - 12/31/2026

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)-FFH	4973663			\$41.00	\$42.00							\$83.03	01/01/2026	12/31/2026
Treatment Foster Care Level 1 (30247)-SN	4977663			\$99.00	\$61.00							\$128.00	01/01/2026	12/31/2026
Treatment Foster Care Level 2/3 (30248)-SN	4977664			\$61.57	\$77.00							\$138.57	01/01/2026	12/31/2026
Treatment Foster Care Special Needs (30249)-SN	4973664			\$86.05	\$91.00							\$187.05	01/01/2026	12/31/2026

Contract ID: 19626733
 Union County Department of Job and Family Services / NECCO, Inc. / 12429353

01/01/2026 - 12/31/2026
 Page 1 of 1

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

* * *

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RESOLUTION NO. 26-070:

Intra-Agency Agreement Between Union County Agency Transportation (UCATS) and Union County Department of Job and Family Services (DJFS) – UCATS/DJFS

The Board of County Commissioners hereby approves the Intra-Agency Agreement Between Union County Agency Transportation (UCATS) and Union County Department of Job and Family Services (DJFS).

**UNION COUNTY, OHIO INTRA-AGENCY AGREEMENT
Union County Agency Transportation Services and
Union County Department of Job and Family Services**

This Intra-Agency Agreement is effective January 1, 2026, and is between Union County Agency Transportation Service (UCATS) with an address of 940 London Ave, Marysville, Ohio 43040, and the Union County Department of Job and Family Services (UCDJFS), with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040.

In consideration of the mutual benefits accruing to each party, UCATS and UCDJFS hereby agree as follows:

- (1.) Purchase of Services: Subject to the terms and conditions set forth in this Agreement, UCATS agrees to furnish and UCDJFS agrees to purchase transportation services.
- (2.) Term of the Agreement: The term of this Agreement begins January 1, 2026, and ends December 31, 2026, unless terminated earlier under this Agreement.

UCATS will only provide transportation services during UCATS' regular operating days and hours.

- (3.) Availability of Funds: The total dollar value of this Agreement may not exceed \$250,000.00 unless otherwise amended. Payments for all services provided in accordance with the provisions of this Agreement are contingent upon the availability of, and will not exceed the total of, local, state and federal funds.

Federal Funds: CFDA# 10.561, 93.558, 93.667, 93.778, 93.556, 93.674, 17.258, 17.259, 17.278.

If state, and/or federal reimbursement is no longer available to UCDJFS, therefore requiring changes or termination of this Agreement, such changes or termination for this reason will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by UCDJFS.

- (4.) Limitations: UCATS warrants the following: 1.) Claims made to UCDJFS for payment of purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by UCATS to other sources of funds for the same services; and 2.) Rates charged under this Agreement do not exceed the rates charged to other individuals or organizations for the same services.
- (5.) Cost and Delivery of Purchased Services. Subject to the limitations specified in Paragraph Three (3) above incorporated as if fully rewritten herein, reimbursement under this Agreement will be by fixed unit rate, subject to adjustment based upon actual costs. For the purposes of this Agreement, a unit of service will be one (1) mile, from pickup to drop off (loaded), at a rate of \$13.08 per unit. UCATS may encounter passengers who fail to appear at the appointed pick-up location or who choose not to keep a scheduled appointment without the benefit of informing UCATS.

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In those instances, UCATS shall report any missed travel appointments to UCDJFS. UCATS requests that passengers cancel the transportation request before eight (8) hours of a scheduled pick up.

The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by UCDJFS for performance of services by UCATS. UCDJFS shall make no payments on behalf of UCATS into any fringe benefits program nor withhold any money from UCATS compensation for any federal, state, or local taxes, or for any other purpose. UCATS shall be responsible for payment of all federal, social security, worker's compensation, unemployment compensation, Medicare and/or any other state or federal withholdings associated with this Agreement.

No additional fees will be charged to individuals referred for services purchased under the terms of this Agreement unless otherwise authorized by UCDJFS.

(6.) Payment for Purchased Services: Within thirty (30) days of the end of each month, UCATS shall submit an invoice to UCDJFS for services rendered to eligible individuals during the preceding month. The invoices shall include the names of the persons served, the number of units, and the amount claimed based upon the negotiated unit rate for each service covered in the Agreement. UCDJFS shall review the invoices submitted for completeness and necessary information before making payment within thirty (30) days after the receipt of an accurate invoice. Reported expenditures submitted are subject to adjustment by UCDJFS before payment is made to adjust for mathematical errors, incorrect rates, or non-covered services as agreed by UCATS. The reported expenditures are subject to audit by appropriate local, state, and federal officials after each payment is made.

(7.) Duplicate Billings: UCATS warrants that billings for services provided to UCDJFS requesting payment shall be for actual services rendered to eligible individuals. Further, UCATS warrants that the claims for payment do not duplicate claims made by UCATS to other sources of funds for the same services provided to eligible individuals.

(8.) Eligibility for Services/Referral Procedure: UCDJFS shall determine eligibility for all recipients requesting service under this Agreement. UCDJFS will refer all individuals for service under this Agreement in accordance with the procedure outlined in Exhibit 1. UCATS reserves the right to refuse transportation to any individual whose behavior creates an unsafe environment for other individuals or the UCATS driver.

UCATS has the right to accept or refuse cases referred by UCDJFS staff, to determine its own hours and locations of service, and to determine the method and timeline for service delivery. UCDJFS may contact UCATS at any time for scheduling transportation; however, UCATS shall have the final determination regarding providing the services.

(9.) Financial Records: UCATS shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, local and UCDJFS personnel.

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(10.) Availability or Retention of Records: UCATS shall maintain and preserve all financial, eligibility determination records, and service delivery documentation records related to this Agreement including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of the final expenditure report.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, UCATS shall retain the records until completion of the action and all issues from it or until the end of the three (3) year period, whichever is later.

(11.) Responsibility for Audit: UCATS agrees, if required by the director of UCDJFS, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determinations of eligibility for which UCATS is responsible, to have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to UCDJFS.

(12.) Responsibility for Audit Exceptions: UCATS agrees to accept responsibility for receiving, replying to, making repayment for, and/or complying with any audit exception by appropriate local, state or federal audit related to the provisions of this Agreement. In addition, the UCATS agrees:

- a) To pay UCDJFS the full amount of payment received on behalf of individuals and families not eligible for services as described in prior articles of this Agreement.
- b) To pay UCDJFS the full amount of payment received for services not covered by UCATS's Agreement.
- c) To pay UCDJFS the full amount of payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.
- d) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms, or perpetuates a false impression as to law, value, state of mind, or other objective or subjective fact.

(13.) Confidentiality: All information passing between UCDJFS, its employees, agents and UCATS, its employees and/or agents in providing services pursuant to the terms of this Agreement shall be strictly confidential. UCATS agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the responsibilities of UCDJFS or UCATS with respect to the purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

(14.) Entire Agreement; Termination of Agreement: This Agreement states the entire agreement between the parties and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement. This Agreement may be terminated prior to the expiration of the term hereof as follows:

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- (a) Termination by Agreement: In the event that UCDJFS and UCATS mutually agree to terminate this Agreement in writing, this Agreement shall be terminated on the terms and date stipulated.
- (b) Termination upon Notice or for Good Cause: This Agreement may be terminated by either party upon ten calendar day's written notice to the other party. Failure to honor the terms of this Agreement and/or related state, federal and local regulations will result in the immediate termination of this Agreement.

(15.) Insurance: UCATS as a Union County entity has insurance satisfactory to UCDJFS and no further insurance is necessary.

(16.) Driver's Requirements: All UCATS drivers shall hold a current valid Ohio Driver's License without restrictions before driving any UCATS vehicles. In addition, all UCATS drivers shall have such additional licensure or privileges necessary to operate the vehicle he/she is driving. All UCATS employees shall complete the following requirements within six months of employment:

- (a) Background check;
- (b) Current CPR training;
- (c) Current First Aid training;
- (d) DRIVE (Transporting Older and Disabled Adults) training;
- (e) Defensive driving; and
- (f) Annual substance abuse testing (requirement for employment).

Annual written proof of completion by employees of UCATS of above listed staff requirements will be available upon request by UCDJFS.

(17.) Compliance with Federal, State and Local Law: UCATS and UCDJFS agree to perform their respective obligations in conformity with and in compliance with state, federal, and local regulations which govern the provision of services to UCDJFS or its designees. Any party found to be noncompliant may be subject to investigation and termination of this Agreement.

(18.) Notices: Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified United States mail, return receipt requested, to the address of each party set forth at the beginning of this Agreement.

(19.) Validity of Provisions: In the event any provision of this Agreement 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 Agreement. This Agreement and its terms and conditions shall be governed by the laws of the State of Ohio.

(20.) General Provisions: UCDJFS and UCATS agree that in the performance of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et

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seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Ensure that the funds included in this contract are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.

Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement. UCATS shall also comply with Executive Order 11246, as amended by Executive Order 11375 and supplemented in Department of Labor regulations 41 CFR part 60.

Finally, UCATS will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any passenger based on religion, religious belief, or refusal to participate in a religious activity. If any passenger objects to the religious character of the organization, UCATS will immediately refer the individual to UCDJFS for an alternate provider.

(21.) Conflict of Interest: This Agreement in no way precludes, prevents, or restricts UCATS from obtaining and working under additional contractual arrangements with other parties in addition to UCDJFS, assuming that the contractual work in no way impedes UCATS' ability to perform the services required under this Agreement. UCATS agrees that at the time of entering into this Agreement, it has no interest in, nor shall it acquire any interest, either direct or indirect, in any contract which will impede its ability to perform the services under this Agreement.

UCATS will report the discovery of any potential conflicts of interest to UCDJFS. Should a conflict of interest be discovered during the term of this Agreement, UCDJFS may exercise any right under the Agreement including termination of the parties' agreement.

(22.) Monitoring and Evaluation: UCDJFS and UCATS will monitor the way the terms of the Agreement are being carried out and evaluate the extent to which the objectives are being achieved.

(23.) Fair Hearings: UCDJFS and UCATS agree that UCDJFS is responsible for fulfilling responsibilities related to appeals and state hearings in accordance with rules and regulations established by federal and state laws and rules.

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This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever, with respect to the subject matter of this Agreement.


This Agreement may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all the parties to the agreement. This Agreement shall also be governed by the laws of the State of Ohio.

WITNESS our agreement with the terms and conditions of this Agreement on the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this Agreement.

UNION COUNTY AGENCY
TRANSPORTATION SERVICES

UNION COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES

 _____
Date 2/11/26

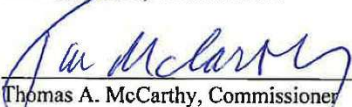
 _____
Date 2/11/26

Sue Ware Date
Human Services Director

Sue Ware Date
Human Services Director

UNION COUNTY BOARD OF COMMISSIONERS

 _____
Steve Robison, Commissioner

 _____
Thomas A. McCarthy, Commissioner

 _____
Dave Lawrence, Commissioner

Approved as to form

Thayne D.
Gray

Digitally signed by Thayne D. Gray
DN: cn = Thayne D. Gray, email =
tdg@unioncountyohio.gov, c = US, o =
Union County, ou = Ohio
Date: 2025.11.06 11:49:30 -0500

Thayne D. Gray, Asst. Pros. Atty.
November 6, 2025

C.J. 2026
70-810
Date 2/18/2026

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

EXHIBIT 1

REFERRAL PROCESS

- UCDJFS will determine eligibility and refer eligible participants to UCATS.

- All transportation must be authorized by a UCDJFS staff member.

- To authorize travel the UCDJFS, will forward a UCDJFS Transportation Request Form to UCATS. For Medicaid Non-Emergency Transportation, UCDJFS will forward UCATS the Transportation Spread Sheet by the 5th of each month. Information provided to UCATS will include name, address, and phone number of authorized participant, special considerations (wheelchair, language barriers, etc.), authorization dates, and participant billing source.

- If it is necessary for the UCDJFS to cancel scheduled transportation, this will be done as far in advance as possible. Scheduling transportation with UCATS should be according to the following schedule.
 - 1) A 24-hour notice of transportation is requested for all in-county trips.
 - 2) A 72-hour notice of transportation is requested for all out of county trips.
 - 3) All transportation request forms must have a funding source marked and be signed.
 - 4) UCATS will assume responsibility for the rescheduling of trip when they are not able to transport because of a lack of drivers, vehicles, full schedule, etc. If there is no phone number listed on the form, the request will be given back to the case manager for rescheduling.

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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RESOLUTION NO. 26-071:

Personnel Action – Human Services

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

February 18, 2026

Human Services Personnel Actions

Resignations:

Hope Moore – 10/29/25 - HR Administrator

Mark Noland – 12/5/25 – Child Support Attorney

Megan Baker – 12/31/25 – Public Assistance Case Manager

Julia Kenton – 1/6/26 Fiscal Supervisor

New Hires:

Pamela Bennett – 1/15/26 – HR Administrator

Kimberly Strong- Todd – 2/17/26 - Fiscal Supervisor

Catherine Bell – 2/17/26 – Child Support Attorney

Promotions:

Samantha Meaige – 1/3/26 – Senior Services Supervisor to Deputy Director

Madison Hayes – 1/24/26 - Children Services CW I to a CW II

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

Commissioner Robinson asked if there were many vacancies and Ms. Ware stated there were vacancies at UCATS, Senior Services and public assistance.

Commissioner McCarthy asked how the office will handle the changes with the error rate on SNAP benefits and new hires.

Ms. Ware stated they will get the individual trained as best as they can. The office just had a case pulled for review, and State Legislature has given guidelines on these reviews.

* * *

Sue Ware left at this time.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-072:

Approve the Trane Connected Mechanical Service Agreement – Union County Courthouse HVAC – Commissioners

The Board of County Commissioners hereby approves the Approve the Trane Connected Mechanical Service Agreement – Union County Courthouse HVAC.



**CONNECTED MECHANICAL
SERVICE AGREEMENT**

Trane Office

Trane U.S. Inc.
4656 Bridgeway Avenue
Columbus, OH 43219

Trane Representative

Mark DiDonato
Cell: (614) 753-0702
Office: (614) 473-3500

Proposal ID

3215381

Service Contract Number

3215381

Contact Telephone Number for Service

(800) 589-4999

Company Name

Union County
233 W 6TH STREET
Marysville, OH 43040-4304
Jimmy Inskeep

Site Address

Union County Courthouse
215 W 5th St
Marysville, OH 43040

September 22, 2025

Union Co Courthouse CGAM R'newal
Proposal ID: 3215381



EXECUTIVE SUMMARY

Connected Mechanical Service Agreement

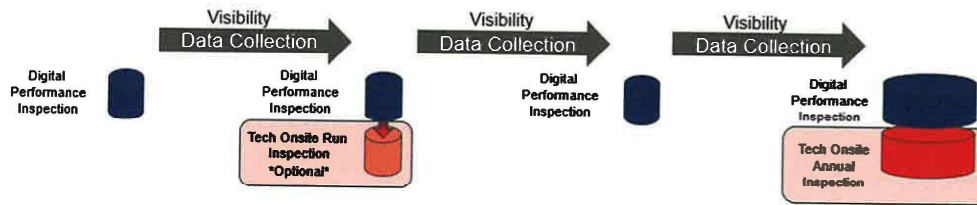
Supplement your standard Trane mechanical service agreement with remote inspections that leverage our digital analytics to uncover service and maintenance needs. We can check in on your site more often.

- Your Trusted Trane Technician is now equipped with even more service tools to help ensure your connected assets' performance
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights
- Gain priority for unplanned problems and achieve quicker response time using your remote connection
- Less Business Disruption - chiller does not need to be running to perform inspection
- Equipment perform better = use less energy + less carbon emissions



What can you expect?

24/7/365 Visibility into chiller operation through continuous data collection to support your on-site and remote digital inspections.



Key Elements of this service

<p>Chiller Performance Report</p>	<p>On-site & Digital Performance Inspections</p>	<p>Equipment Performance Assessment</p>
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Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

Union Co Courthouse CGAM R'newal
Proposal ID: 3215381

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

GETTING CONNECTED

AM: delete if customer is already connected

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.

Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.

Union Co Courthouse CGAM R'newal
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CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to "see" what's not physically evident using trend data that's illustrated via dashboards in Trane Connect™. It's a deeper level of information that enables you to understand what's happening at the system level—so technicians can address root causes instead of the symptoms. You'll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

	<p>Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance. <i>(Note: included for all Trane Controls customers)</i></p>		<p>Reports - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.</p>
	<p>Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.</p>		<p>Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.</p>
	<p>Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i></p>		<p>Utility Management - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i></p>

Learn more on Trane.com

Union Co Courthouse CGAM R'newal
Proposal ID: 3215381



ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REMOTE EQUIPMENT INSPECTIONS

Once your site is connected to our Trane Connect Cloud, your OEM Technician will be able to have 24/7/365 visibility into your equipment performance.

Implementation:

- Adding remote inspections between on-site scheduled technician visits to increase equipment oversight and uptime
- Remote service is completed during normal business hours
- Deliver inspection summary and system maintenance recommendations
- Receive deeper insights through data and analysis from your connected equipment via equipment performance reports

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Union Co Courthouse CGAM R'newal
Proposal ID: 3215381



HVAC EQUIPMENT COVERAGE

Union County Courthouse

The following "Covered Equipment" will be serviced at Union County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM052A2C	U10M20310	

Service Description

- CGAM Coil Cleaning (Service 1)
- CGAM Annual Inspection (Service 2)
- CMSA SCROLL CGAM Digital Setup (Service 3)
- CMSA SCROLL CGAM Onsite Chiller Inspection - 1st Chiller for Site (Service 4)
- CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site (Service 5)

Quantity Per Term

- 7
- 7
- 1
- 7
- 21

UNION COUNTY COMMISSIONERS JOURNAL 2026
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Union Co Courthouse CGAM R'newal
 Proposal ID: 3215381



PRICING AND ACCEPTANCE

Jimmy Inskeep
 Union County
 233 W 6TH STREET
 Marysville, OH 43040-4304

Site Address:
 Union County Courthouse
 215 W 5th St
 Marysville, OH 43040

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Connected Mechanical Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	5,182.00	1,295.50	Quarterly
Year 2	5,284.00	1,321.00	Quarterly
Year 3	5,548.00	1,387.00	Quarterly
Year 4	5,776.00	1,444.00	Quarterly
Year 5	6,040.00	1,510.00	Quarterly
Year 6	6,408.00	1,602.00	Quarterly
Year 7	6,724.00	1,681.00	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is 7 years, beginning January 1, 2026. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2032, this Agreement shall renew automatically for successive periods of 7 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (800) 589-4999 or by direct mail addressed to: 4656 Bridgeway Avenue, Columbus, OH 43219.

Renewal Pricing Adjustment

UNION COUNTY COMMISSIONERS JOURNAL 2026
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Union Co Courthouse CGAM Renewal
Proposal ID: 3215381



The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
Authorized Representative	Submitted By: Mark DiDonato
	Proposal Date: September 22, 2025
Printed Name	Call: (614) 753-0702
	Office: (614) 473-3500
Title	License Number: 46305
Purchase Order	Authorized Representative
	Title
Acceptance Date	Signature Date

The Initial Term of this Service Agreement is 7 years, beginning January 1, 2026.
Total Contract Amount: \$40,962.00 USD.

C.I. 2026
Date 2/18/2026



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

*A fully executed copy of this document was not available at the time these minutes were journalized.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-073:

Approve the Union County Courthouse CGAM R’newal – Commissioners

The Board of County Commissioners hereby approves the Union County Courthouse CGAM R’newal.

Union Co Courthouse CGAM R’newal
Proposal ID: 3215381



Trane U.S. Inc.
4656 Bridgeway Avenue
Columbus, OH 43219
Phone: (614) 473-3500
Fax: (614) 473-3501
Service Contact: (800) 589-4999

September 19, 2025

Site Address:
Union County Courthouse
215 W 5th St
Marysville, OH 43040

ATTENTION: Jimmy Inskeep

PROJECT NAME: Union Co Courthouse CGAM R’newal
CONTRACT NUMBER: 2275C

TRANE CGAM R’NEWAL® SERVICE PROGRAM

The CGAM R’newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CGAM unit(s) to original operating condition, reliability, and life expectancy. The R’newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CGAM R’newal program is backed with a Trane warranty covering the compressors. This unique warranty reflects Trane’s confidence in our compressors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your CGAM unit be scheduled for CGAM R’newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (614) 473-3500.

Sincerely,

Mark DiDonato
Account Manager
E-mail: Mark.DiDonato@trane.com
Cell: (614) 753-0702
Trane

Union Co Courthouse CGAM R'newal
Proposal ID: 3215381

PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

Union County Courthouse

The following "Covered Equipment" will be serviced at Union County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM052A2C	U10M20310	

SCOPE OF SERVICES

CGAM R'NEWAL® SERVICE PROGRAM

Standard Components

(Covered by 1 year parts warranty)

- Circuit remove/transfer existing refrigerant (recovery equipment included)
- New Trane compressors installed per OEM specification and start-up
- Oil and refrigerant lab analysis
- Compressors with compressor heaters
- CGAM R'newal standard kit
 - Contactors - compressor, fan, and pump package
 - Suction line fast response temperature sensor
 - Ambient air temperature sensor
 - Filter drier
 - High pressure cutout switch
 - Discharge line high temperature sensor
 - Schrader valve core
 - Temperature sensors - evaporator entering water & evaporator leaving water, pump package, partial heat recovery
 - Transducer - discharge and suction refrigerant pressure
- Re-install existing refrigerant that was removed or transferred
- All necessary labor and rigging
- Start-up and system checkout
- Shipping and Handling
- **Factory parts and labor warranty on compressor – see Warranty section (below) for details**

Optional Components

(Covered by one-year parts warranty)

Select applicable:

- Condenser
 - Condenser fan VFD Kit
 - Condenser fan wiring & harness kit
 - Condenser motor, fan & brackets kit
 - Condenser grill and duct kit
 - Fine and tube condenser coil kit
 - Micro channel condenser coil and receiver kit
 - Louver kit
- Electronic expansion valve
- DynaView™ controller
- DynaView controller cover
- Water piping
 - Flow sensor
 - Immersion heater
 - Strainer core
- Pump package

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Union Co Courthouse CGAM R'newal
Proposal ID: 3215381

- Immersion heater
- Pump common parts (gauge / handle / relief / gasket / bushing)
- Pump motor
- Valve; buffer tank auto air bleeder

CGAM COMPRESSOR R'NEWAL WARRANTY

CGAM R'newal includes a one-year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, any compressors included as part of the R'newal will be covered by the Limited Factory Warranty for the term purchased:

- **7 Years Compressor Parts & Labor:** This offering requires the purchase of a Trane Service Agreement. The service agreement shall include, at a minimum three inspections per year. If the Trane Service Agreement is cancelled before the end of the warranty period, the Limited Factory Warranty on the compressors is void.

CLARIFICATIONS

- The existing refrigerant will be re-used. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN_07132021.pdf \(trane.com\)](#)

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Union Co Courthouse CGAM Renewal
Proposal ID: 3215381

PRICING AND ACCEPTANCE

TOTAL PRICE:\$80,516.00 USD

CLARIFICATIONS

1. Price does include applicable sales taxes.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This proposal is valid 30 days from September 19, 2025.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Authorized Representative <u>Tom McCarthy</u>	Trane U.S. Inc.
Printed Name <u>president</u>	Submitted By: Mark DiDonato
Title	Proposal Date: September 19, 2025
Purchase Order <u>211812026</u>	Cell: (614) 753-0702
Acceptance Date	Office: (614) 473-3500
	License Number: 46305
	Authorized Representative
	Title
	Signature Date

C.J.
2026
70-013
2/18/2026



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

*A fully executed copy of this document was not available at the time these minutes were journalized.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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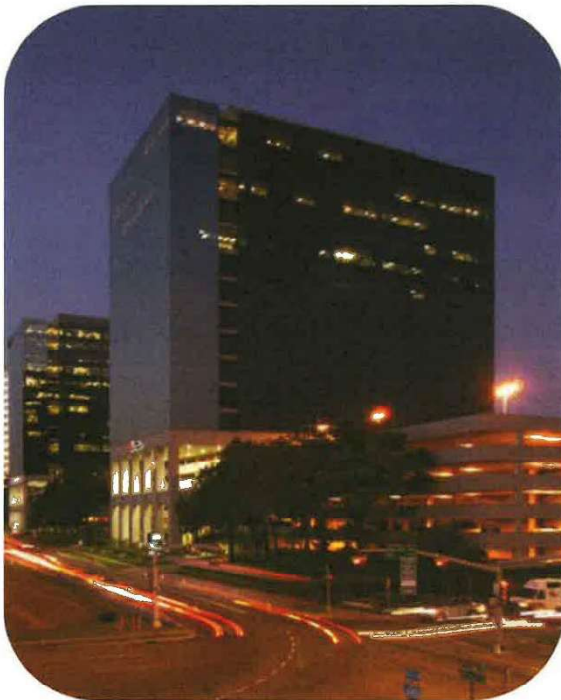
RESOLUTION NO. 26-074:

Approve the Trane Turnkey Proposal – Union County Administration Building AHU Replacement – Commissioners

The Board of County Commissioners hereby approves the Trane Turnkey Proposal – Union County Administration Building AHU Replacement.



Trane Turnkey Proposal



Turnkey Proposal For:
Union County Administration Building
233 W Sixth Street
MARYSVILLE, OH 43040

Local Trane Office:
Trane U.S. Inc.
4656 Bridgeway Avenue
Columbus, OH 43219

Local Trane Representative:
Mark DiDonato
Office Phone: (614) 473-3500

Proposal ID: 8407969
COOP or Federal Contract ID: GSA
Schedule 47QSWA20D002A

Date: November 15, 2025



Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Union County reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Union County to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$598,984.90 USD. This investment will provide Union County with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Union County for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Mark DiDonato
Trane U.S. Inc.

UNION COUNTY COMMISSIONERS JOURNAL 2026
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Prepared For: Union County	Date: November 15, 2025
Job Name: Union County AHU Replacement	Proposal ID: 8407969
Delivery Terms: Freight Allowed and Prepaid – F.O.B. Factory	Payment Terms: Net 30
State Contractor License Number:	Proposal Expiration Date: 30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Union County

Tag Data - UPG Accessories (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	Adapter Curbs	1	UPG Rooftop, Packaged Heat Pump, Split S	

Product Data - UPG Accessories

Item: A1 Qty: 1 Tag(s): Adapter Curbs
 1 Quick Adapt Roof Curb (Field Installed)
 2 Quick Adapt Roofcurb Kit (Field Installed)

Tag Data - Heating Coils (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	HTCL-1	1	Heating coil (HTCL)	DUWB51069G0BA072CAHB00B

Product Data - Heating Coils

Item: B1 Qty: 1 Tag(s): HTCL-1
 UW -1/2" delta-flo single row feed
 Unit height coil
 Heating coil
 25
 Yes
 Coil for use in MCC unit (MCCA)
 Horizontal coil
 Medium coil module
 Left hand supply
 Stainless steel casing
 2 rows
 51" (1295 mm) coil height
 69" (1753 mm) finned length
 Aluminum fins
 Delta flo E (energy efficient)
 72 fins per foot nominal fin spacing
 .025 (0.635 mm) copper tubes
 No turbulators
 AHRI ACHC certified
 99
 1st Year Labor Warranty Whole Unit

Tag Data - 3 - 25 Ton Precedent Unitary Rooftop (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
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C1	PREC-1 RTU-2	1	3 - 25 Ton Precedent Unitary Rooftops (P	YSK210A3S0L**D0C00001
C2	PREC-2 RTU-3	1	3 - 25 Ton Precedent Unitary Rooftops (P	YSK120A3S0M**D0C00001
C3	PREC-3 RTU-4	1	3 - 25 Ton Precedent Unitary Rooftops (P	YSK210A3S0L**D0C00001
C4	PREC-4 RTU-5	1	3 - 25 Ton Precedent Unitary Rooftops (P	YSK072A3S0H**D0B00001

Product Data - 3 - 25 Ton Precedent Unitary Rooftop
All Units

- DX Cooling / Gas Heat
- Standard Efficiency
- R-454B Refrigerant
- 208-230/60/3
- Symbio 700 unit controls
- Multi-speed motor
- 3-year parts, coils & controls warranty
- 5-year compressor parts only warranty
- 10-year aluminized heat exchanger parts only warranty
- BC Plenum
- Variable Direct
- Propeller
- Year 4-5 Parts less compressor warranty
- Year 6-10 Compressor parts warranty
- Year 1 Labor whole unit

Item: C1, C3 Qty: 2 Tag(s): PREC-1 RTU-2, PREC-3 RTU-4

- Standard Ship Cycle
- 17.5 Ton
- Low capacity gas heat
- 0-100% Economizer, dry bulb control, with barometric relief damper
- Hinged access panels with 2-in MERV 8 filter
- Advanced Controller with BACnet communications interface
- 8 - 20 x 24 x 2
- 2 1

Item: C2 Qty: 1 Tag(s): PREC-2 RTU-3

- Standard Ship Cycle
- 10 Ton
- Medium capacity gas heat
- 0-100% Economizer, dry bulb control, with barometric relief damper
- Hinged access panels with 2-in MERV 8 filters
- Advanced Controller with BACnet communications interface
- 2 - 18 x 24 x 2
- 3 - 24 x 16 x 2
- 1 1

Item: C4 Qty: 1 Tag(s): PREC-4 RTU-5

- Standard Ship Cycle
- 6 Ton
- High capacity gas heat
- 0-100% Economizer, dry bulb control, with barometric relief damper
- Standard panels with 2-in MERV 8 filters
- Advanced Controller with BACnet communications interface
- 2 - 18 x 24 x 2
- 3 - 24 x 16 x 2
- 1 1

Tag Data - Packaged Rooftop, Cooling / Heating Units (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
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D1	VOYAGER3-1	1	27 1/2-50 Ton Packaged Commercial Rooftop	TCH360DE0*6B3RFBA0*D***HHB0M00*0000*0000XA
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Product Data - Packaged Rooftop, Cooling / Heating Units

Item: D1 Qty: 1 Tag(s): VOYAGER3-1

- Standard Unit
- US/Canada
- DX Cooling, no heat
- Horizontal supply and horizontal return
- 30 ton 60 Hertz
- R-454B
- 208 Volt 60 Hertz 3 Phase
- Cooling only unit
- 100% Power exhaust w/ Statitrac building pressure control
- 2" MERV 8 High efficiency, throwaway filters
- 15 hp supply motor
- 850 RPM
- 0-100% Economizer, dry bulb control with low leak OA damper
- VAV (DTC) with supply VFD, bypass, & motor shaft grounding
- Service valves
- Factory powered ground fault convenience outlet with disconnect switch
- Hinged service access doors
- Louvered condenser coil hail guards
- Adv Ctrl & BACnet/Modbus Comm. (BCI)
- 5k SCCR
- Stainless steel drain pan
- Standard efficiency unit
- Flat roof curb (Field Installed)
- 2nd-5th Year Replacement Compressor Warranty
- Year 1 Labor Warranty Whole Unit
- 1st Year Refrigerant Warranty

OVERVIEW:

Existing packaged rooftop units have their useful life and will be replaced with new units. The new units will be replaced over the period of a single mobilized lift with the intent of no disruption to the occupants. There is an option of performing the work over the weekend. Once the new units are set in place they will be connected to all utilities and put into service for formal start-up.

Rooftop Unit Replacement

- Receive and store new units for project at rigging yard.
- Mobilize on site:
 - Lock out half the RTUs to be replaced.
 - Disconnect electrical feed and control to the existing unit.
 - Evacuate refrigerant per EPA standards.
 - Isolate gas line and disconnect from unit.
 - Verify unit readiness for removal.
 - Provide temporary water protection of units while in transition
- Deliver and set units to be replaced:
 - Remove and haul away existing units.
 - Set new curb adapters and units.
 - Connect gas service, electrical, and control to new units.



- Perform pre-startup check and verification of readiness for units.
 - Place unit into service
- Work will be completed over a single mobilized lift to keep building online and operations for the occupants during the week.
 - An alternate cost for performing the work over a weekend schedule.
- Lockout and tagout for the disconnection of power and controls from existing units.
- Furnish and install conduit, wire, lugs and trough/J-Box to feed new units from existing feeders near the units.
- Furnish and install wiring to extend existing feed to new circuit breaker as necessary.
 - Note-Existing feed to units capable of required ampere carrying capacity. Verify and document prior to work commencement.
- Furnish and install PVC conduit and J-Boxes at new units to extend existing feeder and controls.
- Prepare for potential extension of feeders by assessing site conditions prior to the lift
- Make all final terminations of power and existing control cabling.
- Remove LOTO and check voltage and rotation at new units.
- Reconnect low voltage, control and fire alarm shutdown, wiring and coordinate start-up with Trane Representative.
 - Commission new units with trained technicians to verify proper operation with controls
- All work to be completed as described above.
- Holidays are excluded.
- Fire alarm work is excluded. Owner to place units in test during work. Low voltage electrical contractor to reconnect the fire alarm shutdown relay with existing feed.

Indoor Air Handling Unit Conversion to Package RTU:

- Recover refrigerant from cooling circuit including the existing condensing unit in the roof, per EPA standards.
- Set new roof curb to house new package rooftop unit.
 - It is assumed that the curb will be installed and flashed in over regular time prior to the unit lift day.
 - Curb cap to provide a weather tight seal until unit is placed on curb.
- Remove existing AHU entirely from space.
- Supply and installation of duct from roof drop to existing connections inside building space.
- Receive and installation of Trane supplied hot water coil into duct where AHU is removed.
- Remove all electrical connections to indoor unit to the point of disconnect, make safe terminations and label feed appropriately.
- Supply and installation of new electrical feed for package unit from existing condensing unit servicing AHU.
- Route return air duct through roof and connect to the new packaged unit via horizontal connection.
- All exterior duct to be internally insulated and seams sealed to be weather tight.
- Route supply air duct connection through existing outdoor air roof penetration and connect horizontally to the new package unit.
- Evaluate and make any necessary repair to the existing return air fan located inside the building near existing AHU.
- Fire alarm work is excluded. Owner to place units in test during work. Low voltage electrical contractor to extend the fire alarm shutdown relay from existing feed.
- Provide air balance report after new unit is started and operational.

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Temperature Controls:

- **Existing AHU**
 - Demo the existing Trane UC600 controller for the existing AHU
 - Remove it from the database
 - Remove all unused graphics.
 - All electrical wiring demolition done by others.

- **RTU Control**
 - A BACnet communications controller will be provided and installed from the factory on the RTU.
 - Furnish new hot water valve
 - Furnish and install new XM module for control of the HW valve.
 - Modify the RTU sequence to incorporate the HW coil.
 - Commission the system for proper operation as a VAV system.

- **Graphics** – Customized graphics will be created for the new equipment. Existing floor plans will be reused.

All proposals will need to reflect pricing as follows:

- 1 – Demolition of existing indoor AHU and associated CU with the installation of the replacement package RTU
- 2 – Alternate costs to replace the remaining RTUs (2, 3, 4, and 5) during the same time as Item 1.

Pricing and Acceptance

Union County

Price

Base Price (excluding sales tax)	\$ 361,122.00
Additional RTU's.....	\$ 249,165.00
Weekend Lift..ADD.....	\$15,848.00
Total Weekday work Price.....	\$610,290.00

Respectfully submitted,

Mark DiDonato
Trane U.S. Inc.
Office Phone: (614) 473-3500

UNION COUNTY COMMISSIONERS JOURNAL 2026
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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Mark DiDonato	Cell: Office: (614) 473-3500 Proposal Date: November 15, 2025
CUSTOMER ACCEPTANCE Union County	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name <i>TOM McCarthy</i>	Printed Name
Title <i>President</i>	Title
Purchase Order Acceptance Date: <i>2/18/2026</i>	Signature Date License Number:

C.J. *2026*
Date *2/18/2026*

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

*A fully executed copy of this document was not available at the time these minutes were journalized.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-075:

Approve the CSA Federal Supply Schedule Proposal for the London Ave Boiler Replacement – Commissioners

The Board of County Commissioners hereby approves the CSA Federal Supply Schedule Proposal for the London Ave Boiler Replacement.



Trane U.S. Inc.
4833 White Bear Parkway
White Bear Lake, Minnesota 55110-3325

GSA FEDERAL SUPPLY SCHEDULE PROPOSAL

Contract# 47QSWA20D002A, SAM UEI# QJFJBF8ZBUM8, CAGE Code# 60532

<p>Customer: Union County 233 W 6th Street Marysville, OH 43040</p> <p>ATTN: Jimmy Inskip</p> <p>Proposal #: 8351985</p>	<p>Date: 8/13/2025</p> <p>Job Name: Union County London AVE Boiler Replacement</p> <p>Terms of Delivery: FOB Destination Full Freight Allowed</p> <p>Terms of Payment: ½ % 10 – Net 30 Days</p>
--	---

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with [Trane's GSA Schedule MAS Contract#47QSWA20D002A](#) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the MAS contract, the MAS contract terms and conditions shall govern and take precedence. This proposal is valid for 30 days.

Included in the Proposal – Scope of Work
OVERVIEW:

Trane shall provide all necessary design engineering, project management and construction to install a new boiler plant within the new courthouse addition facility mechanical room. The existing boilers have exceeded their useful life, and operational costs are increasing to the point of replacement. The new boilers will be a condensing style boiler with the capability of up to 30:1 turndown. This load variation will maximize efficiencies during low load days. The new boilers will come with a 10-year warranty on the heat exchanger and will conform to current standards and requirements of the application. The increased efficiency of the project is estimated to be approximately 36% operational savings from the existing boiler operation. In addition to the heating hot water boilers the domestic water heater will also be addressed and replaced with an indirect fired heat exchanger tank that will operate off one of the new boilers. The domestic tank will remove the water heater and become a component of the new boiler system.

GENERAL SCOPE OF PROJECT:

Union County Commissioners – London Road Complex, Boiler Plant Equipment

- Installation of three (3) new high efficiency natural gas boilers. Boilers shall meet the following criteria:
 - Three (3) "Knight" 97% thermal efficiency, 399,000 BTU input, 392,000 BTU output, digital control with 10:1 modulation, 3 reset temperature inputs / outdoor reset, pump relay/adjustable freeze protection, 0-10VDC input/output contacts for BMS integration, flow switch and 50# relief valve. New enhanced SMART SYSTEM Control for lead/lag sequencing of multiple boilers with 4 pump control and Con-X-US Remote Connect. 10 year limited warranty, Lifetime Thermal Shock Warranty.
 - Installation of three (3) Inline constant speed primary boiler circulating pumps.
 - 4" concentric vent kits
 - BacNet MSTP cards
 - Condensate neutralization kit



TRANE
TECHNOLOGIES

Trane U.S. Inc.
4833 White Bear Parkway
White Bear Lake, Minnesota 55110-3325

- See attached sample of boiler piping schematic.

Furnish and install:

- Installation of new hot water boilers and accessories as described above.
- Units shall be shipped as a package hot water boilers.
- Necessary power wiring to connect new boilers from existing circuits in boiler room.
- Include boiler control capabilities to communicate to existing building automation system.
- New boilers to have direct/ducted combustion air through the sidewall of the building. Fresh air and flu piping will be schedule 40 CPVC piping.
- Provide and install sheet metal cover that is insulated to block off existing fresh air louver. Utilize this opening for the combustion air and exhaust air piping for the new boilers.
- All rigging and hoisting required to remove and install existing and new boiler equipment.
- Start up and commissioning of new boilers by installation contractor and Manufacturer's representative.
- Trane and Boiler Manufacturer to provide customer training on operation and maintenance of the equipment.
- Provide equipment supports and concrete pads as required.
 - Set new boilers on existing boiler housekeeping pads and patch/repair as necessary.
- Install new electrical wiring, conduit, fuses, and junction boxes and disconnect switches as required for proper operation of equipment.
 - The intent is to utilize existing electrical feed in boiler room to power the new boilers.
 - New breakers and power for additional required devices. Total of 4 - 120V electrical feeds
- Installation of all piping, boilers, and specialty fittings to provide a complete and functional boiler plant that meets or exceeds the requirements of this document.
 - Provide temperature wells and thermometers on main branch circuits of the HW system. System sensors for DDC system (2) and boiler "stand alone" operation (2)
 - Supply and install drains on system side of each S/R HW piping to the branch circuits.
- Drain and flush piping system effected by work, and re-fill with clean water.
- Owner to supply and install HW system chemical treatment and is excluded from this scope.
- Provide and install schedule 40 CPVC flu piping.
- Remove existing boilers and all their associated piping and accessories to make a clear mechanical space. Owner has first right of refusal of all equipment. Existing pumps must be turned over to the owner upon request.
- Cap and seal existing chimney breaching. All unused breaching and sheet metal flu piping and duct will be removed from site as necessary for the installation of the new boilers.
- Insulating new piping to tie-in point of existing piping. Pipe insulation, hinged with self-sealing, lap, wall thickness to be 1", temperature range of 0 to 850 degrees F, color – white, approximate R-Factor of 5, and materials of fiberglass.
- Provide mechanical as-built drawings for the new boiler plant. These should be in form of "red line" markings on permit drawings provided by Trane.
- Start-up, checkout and verify full range of operation and control features per manufacturer's start-up and checkout procedures.
- Control contractor to verify and display operation of current alarming and control to customer.
- Installation will be compliant with all applicable codes and permitting with Ohio and City of Marysville.
- Remove and dispose properly of all trash & debris created during installation.

Excluded from the Proposal

Taxes, Hazardous Material identification, abatement and/or removal are excluded from this scope of work.

Open Market Items (as allowed per FAR 8.402(f) for administrative convenience)

UNION COUNTY COMMISSIONERS JOURNAL 2026
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TRANE
TECHNOLOGIES

Trane U.S. Inc.
4833 White Bear Parkway
White Bear Lake, Minnesota 55110-3325

3 Lochinvar Boilers FTX400N

Pricing Summary

This is a quote under Trane's GSA MAS Contract. The following is a pricing summary:

Pricing By Special Item Numbers (SINs)

SIN 238910	\$180,485.89
SIN 334512	\$4,985.56
OPEN MARKET ITEMS	\$62,520.36

➤ **LUMP SUM PRICE FOR ENTIRE PROJECT** **\$247,991.81**

Respectfully submitted,

Mark DiDonato
Account Manager
4650 Bridgeway Avenue Columbus, OH 43219
Mark.Didonato@trane.com

This proposal is made subject to Trane's Commercial Supplier Terms & Conditions located online at www.trane.com/gsaschedule/termsofsale and are hereby incorporated by this reference.



Acknowledgement & Acceptance

COMPANY	_____	SIGNATURE	
PO#	_____	NAME	TOM MCCARTHY
DATE	_____	TITLE	president

C.J. 2026
Date 2/18/2026

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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RESOLUTION NO. 26-076:**Developer Agreement Between The Avondale Holding, LLC and the Board of Commissioners of Union County – Commissioners**

The Board of County Commissioners hereby approves the Developer Agreement Between The Avondale Holding, LLC and the Board of Commissioners of Union County.

DEVELOPER'S AGREEMENT

This Agreement made and entered into this 18 day of February 2026, at Marysville, Ohio by and between The Avondale Holding Company, LLC, hereinafter referred to as the Developer and the Board of Commissioners of Union County, Ohio, hereinafter referred to as the County, Witnesseth:

WHEREAS, the Developer is presently engaged in the improvement of certain lands in Darby Township and Jerome Township, Union County, Ohio and desires to construct public streets, open ditches, storm sewers, catch basins, manholes and related public facilities to service the lots located in a subdivision known as Avondale now being developed by the Developer and, hereinafter referred to as the Subdivision, and

WHEREAS, the parties hereto desire to make an Agreement providing for the construction and maintenance of the public streets, open ditches, storm sewers, catch basins, manholes and related public facilities (collectively, the "Improvements") within the approved construction documents titled, "Street and Storm Sewer Improvement Plans for Avondale", subject to certain terms and conditions as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

1. The Developer agrees to furnish and install all necessary Improvements to serve the Subdivision. All easements necessary for the construction shall be acquired by the Developer.
2. The Developer has paid to the Union County Engineer the sum of \$39,774.00 to cover plan review costs.
3. The Developer shall pay all costs in connection with the construction of the Improvements including: engineering, testing, furnishing all labor, material and equipment, and the cost of inspections. The Union County Engineer will hire a 3rd party consultant to provide inspection and testing services of the public improvements to the Subdivision. The Developer will be invoiced by the Union County Engineer the actual costs incurred for the inspection and testing services provided by the 3rd Party Consultant. The Developer shall make prompt payments of the invoiced amounts. A proposal from the 3rd Party Consultant is attached as Exhibit A.
4. Each contractor involved in the construction of the public facilities shall submit proof of Liability Insurance amounting to \$500,000/1,000,000 bodily injury, prior to working on the project site.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

5. The Developer shall provide for all material or construction testing which may be required by the Union County Engineer. All testing required shall be completed and the material or construction deemed acceptable by the Union County Engineer before the Developer requests approval of the public facilities by the Union County Engineer. In communications with the Developer, the County and the Union County Engineer shall respond in a timely manner and approvals of the County or the Union County Engineer will not be unreasonably withheld, conditioned or delayed.
6. Prior to the approval of the Improvements by the Union County Engineer, the Developer shall furnish a statement of actual cost to the Union County Engineer, itemizing the total cost of the Improvements constructed under this Agreement. The costs shall include construction and testing costs.
7. The Developer shall repair, replace or correct any improvements, which have proved faulty or been improperly installed during the Maintenance Period. The length of the Maintenance Period shall be established in accordance with Section 330 of the Union County Subdivision Regulations. Following the expiration of the Maintenance Period, the County shall accept all maintenance responsibility for such Improvements constructed under this Agreement.
8. Upon completion of the Improvements, the Developer shall deposit a guarantee bond or letter of credit, amounting to a minimum of twenty percent (20%) of the actual total cost of the Improvements as a guarantee that all equipment and materials were properly installed and that the Improvements will perform satisfactorily during the Maintenance Period.
9. Snow removal, mowing, and other maintenance tasks are the responsibility of the Developer during the Maintenance Period. The County or Township may perform such tasks if requested by the Developer. The Developer shall pay the actual costs for the County or Township to provide such services.
10. a. Upon completion by the Developer of all the Improvements to be constructed under this Agreement and upon approval of those by the Union County Engineer, the Developer shall dedicate to Union County, or to public use, the applicable public facilities, rights-of-way and easements constructed, created or acquired for the subdivision, and shall dedicate the public water and sanitary utilities to the applicable service provider, OR
b. Upon presentation of acceptable surety guaranteeing the completion of all the Improvements in the Subdivision and upon approval of the detailed plans and specifications by the Union County Engineer, the Developer shall dedicate to Union County, or to public use, the applicable Improvements, rights-of-way and easements required and shall dedicate the public water and sanitary utilities to the applicable service provider.

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February 18, 2026

11. After approval of the Improvements by the Union County Engineer and after dedication of the Improvements by the Developer, the Union County Commissioners will begin levying:
 - a. Ditch maintenance assessments to cover direct and indirect maintenance costs associated with the collection and control of storm water. The assessments may be revised from time to time.
12. The Developer shall insert all applicable "Standard Deed Restrictions for Union County," dated November 18, 2005 in the Final Plat deed restrictions for the subdivision, as directed by the Union County Engineer.
13. Prior to the date of approval of the Improvements by the Union County Engineer, the Developer shall furnish the Union County Engineer with a complete set of reproducible drawings, revised as constructed ("As-Built"). Approval of the Improvements will not be issued until the As-Built drawings have been delivered to the Union County Engineer. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink.
14. The Developer shall pursue, through the County, and in cooperation with Union Soil & Water Conservation District, the ditch petition process placing all applicable storm sewers, retention/detention basins, outlets, and ditches on public maintenance. Maintenance of such facilities will be performed by the Union Soil & Water Conservation District, with funds made available by the petition process and tax assessment to each property in the subdivision. All necessary easements will be dedicated by the Developer to allow access for maintenance to occur. This process shall be completed before the Final Plat can be filed. Specific improvements to the existing ditches will be required and must be performed by the Developer, at the direction of the Union County Engineer and/or Union Soil & Water, as part of the project, and prior to the commencement of the Maintenance Period.
15. The Developer agrees to obtain and comply with all Ohio EPA NPDES Construction General Permit requirements as applicable and maintain stormwater records/plans as required by Ohio EPA. Permit shall be submitted to the Union County Engineer prior to construction and before filing of the Final Plat.
16. The Developer agrees to obtain and comply with all Army Corp of Engineers requirements, if applicable, regarding the preservation of or permissible work on existing ditches and wetlands on the property. Developer shall obtain 404 permit (if necessary) and submit to Union County Engineer prior to the commencement of work and before filing of the Final Plat.
17. The Developer agrees to maintain working hours of between 7am to 7pm.
18. All work shall be completed by December 31, 2026.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

19. The specified haul route for all construction equipment, construction-related traffic and deliveries to the subdivision shall be as follows:

SR 736 to the subdivision construction entrance.

20. The Developer agrees to abide by this haul route and will require all contractors, subcontractors and suppliers to abide by this route. Failure to comply with the specified haul route may result in a stop work order being issued by the Union County Engineer. The Developer will also be responsible for any and all costs associated with pavement repairs on roads that are damaged by construction equipment if the specified haul route is not used. Repairs must be made and paid for by the Developer before the Improvements will be placed on the public maintenance period.

21. The Developer is hereby granted one, and only one, temporary construction driveway and culvert (if necessary), to be located at the main entrance to the Subdivision. The drive and culvert are to be installed at the commencement of construction. This is the sole entrance to the project site for all construction equipment, construction-related traffic and deliveries. No other access points are permitted. Failure to comply with this requirement may result in revocation of the temporary driveway permit.

This Agreement shall be binding upon the heirs, executor, successors and assigns of all parties hereto. Signatures to be set forth on Pages 5 and 6 of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

Witnesses:

Developer(s):

The Avondale Holding Company, LLC

Signature Date
Printed Name:

Signature Date

Mallory Lehman 2/18/2026
Signature Date
Printed Name: Mallory Lehman

Witnesses:

**Board of Commissioners
Union County, Ohio**

Mallory Lehman 2/18/2026
Signature Date

Jim McClary 2/18/2026
Signature Date

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

Printed Name: Mallory Lehman
Signature Mallory Lehman Date 2/18/2026
Printed Name: Mallory Lehman

Signature [Handwritten Signature] Date _____
Signature [Handwritten Signature] Date _____

Approved as to form:
Thayne D. Gray
Assistant Prosecuting Attorney
Digitally signed by Thayne D. Gray
DN: cn = Thayne D. Gray email =
tgray@uniconcountypohio.gov C = US O =
Prosecutor's Office
Date: 2026.02.12 16:14:11 -0500
Date February 12, 2026

C.J. 2026
76-076
Date 2/18/2026

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

EXHIBIT A
3rd Party Proposal

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-077:**Glacier Pointe Section 3 – Recommendation of Acceptance – Engineer**

The Board of County Commissioners hereby approves the Glacier Pointe Section 3 – Recommendation of Acceptance.



County Engineer
Environmental Engineer
Building Department
 233 W. Sixth Street
 Marysville, Ohio 43040
 P 937. 645. 3018
 F 937. 645. 3161
www.unioncountyohio.gov/engineer

Marysville Operations Facility
 16400 County Home Road
 Marysville, Ohio 43040
 P 937. 645. 3017
 F 937. 645. 3111

Richwood Outpost
 190 Beatty Avenue
 Richwood, Ohio 43344

Public Service with integrity

MEMO

To: Union County Board of Commissioners
From: Luke Sutton, Project Engineer
Date: February 10, 2026
RE: Glacier Pointe Section 3 – Recommendation of Acceptance

Commissioners:

The construction of the above Glacier Pointe subdivision pod has been completed for some time. There were multiple issues that were discovered upon site inspection walks by our office, which have been corrected by the developer. Since this pod has been completed for several years with no additional deficiencies discovered, we recommend accepting the improvements under public maintenance per Section 330 of the Subdivision Regulations. This will include the release of the Bond No. SU1172717.

The roadways (Winthrop Lane, Coe Drive, and Edmunds Drive), storm sewers, stormwater facilities, easements and right-of-way within this pod are ready for acceptance on public maintenance. The roads shall be designated Jerome Township Roads.

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-078:

Off-Site Training Request for Rachel Waltman, Cierra Clark & Beth Gerken – Navigating Self Disclosure – April 24, 2026 – COYC

The Board of County Commissioners hereby approves the Off-Site Training Request for Rachel Waltman, Cierra Clark & Beth Gerken – Navigating Self Disclosure – April 24, 2026.

CENTRAL OHIO YOUTH CENTER
Request for Off-Site Training Approval

Employee section

Employee Name: Rachel Waltman

Employee Classification: Psychotherapist

Date(s) of Training: 4/24/26

Location of Training: Online

Title of Training: Navigating Self Disclosure

Registration fee \$125 none _____

Lodging Fee _____ none X

Estimated Mileage _____ x .58 = _____

Does this training apply towards CLE/CEU hours for licensure/certification?
 Yes _____ No _____ Not applicable _____

[Signature] Date 2/11/26

Signature of Employee

MANAGEMENT SECTION (Assistant Superintendent, Clinical Administrator, Education Administrator, or Business Administrator)

Approved _____ Not Approved

If not approved, reason for disapproval _____

[Signature] Date 2-11-26

Signature of Manger

ADMINISTRATIVE SECTION:

APPOINTING AUTHORITY Approved _____ Not Approved

[Signature] Date 2/11/26

Signature of Superintendent

and

[Signature] Commissioner

[Signature] Commissioner

[Signature] Commissioner

February 18, 2026 Date

Upon completion, this form should be submitted to the Deputy Operations Administrator for scheduling purposes.

UNION COUNTY COMMISSIONERS JOURNAL 2026
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CENTRAL OHIO YOUTH CENTER
Request for Off-Site Training Approval

Employee section

Employee Name: Cierra Clark

Employee Classification: Psychotherapist

Date(s) of Training: 4/24/26

Location of Training: online

Title of Training: Navigating Self-Disclosure

Registration fee \$55.00 none

Lodging Fee none y

Estimated Mileage x .58 =

Does this training apply towards CLE/CEU hours for licensure/certification?
 X Yes No Not applicable

Cierra Clark Date 2/11/26
Signature of Employee

MANAGEMENT SECTION (Assistant Superintendent, Clinical Administrator, Education Administrator, or Business Administrator)

 Approved Not Approved

If not approved, reason for disapproval

Beth Gerken Date 2-11-26
Signature of Manger

ADMINISTRATIVE SECTION:

APPOINTING AUTHORITY X Approved Not Approved

M. Jundon Date 2/11/26
Signature of Superintendent

and

Tom McClary
Commissioner

Bob Bellini
Commissioner

Don DeSantis
Commissioner

February 18, 2026
Date

Upon completion, this form should be submitted to the Deputy Operations Administrator for scheduling purposes.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

CENTRAL OHIO YOUTH CENTER
Request for Off-Site Training Approval

Employee section

Employee Name: Beth Gerken
 Employee Classification: Clinical Administrator
 Date(s) of Training: 4-24-26
 Location of Training: online
 Title of Training: Navigating Self-Disclosure
 Registration fee \$ 125 none _____
 Lodging Fee _____ none _____
 Estimated Mileage _____ x .58 = _____
 Does this training apply towards CLE/CEU hours for licensure/certification?
 Yes No Not applicable
Beth Gerken Date 2-11-26
 Signature of Employee

MANAGEMENT SECTION (Assistant Superintendent, Clinical Administrator, Education Administrator, or Business Administrator)

Approved Not Approved

If not approved, reason for disapproval _____

Signature of Manger _____ Date _____

ADMINISTRATIVE SECTION:

APPOINTING AUTHORITY Approved Not Approved
M. Jardon Date 2/11/26
 Signature of Superintendent

and
Tom McCarthy Commissioner
Steve Robinson Commissioner
David A. Lawrence Commissioner
February 18, 2026 Date

Upon completion, this form should be submitted to the Deputy Operations Administrator for scheduling purposes.
3/8/2018

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

* * *

Eric Phillips, Economic Development Director, and Crystal Cassady, Union County Tourism Director, arrived at this time.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-079:

A Resolution Approving the Motorola Solutions, Inc. AXS Dispatch Console Conversion Project with Union County Acting Through the Union County Sheriff's Office and the Related Equipment Lease – Purchase Agreement No. 25710 – Commissioners

The Board of County Commissioners hereby approves A Resolution Approving the Motorola Solutions, Inc. AXS Dispatch Console Conversion Project with Union County Acting Through the Union County Sheriff's Office and the Related Equipment Lease – Purchase Agreement No. 25710.

RESOLUTION NO. 26-079

A RESOLUTION APPROVING THE MOTOROLA SOLUTIONS, INC. AXS DISPATCH CONSOLE CONVERSION PROJECT WITH UNION COUNTY ACTING THROUGH THE UNION COUNTY SHERIFF'S OFFICE AND THE RELATED EQUIPMENT LEASE-PURCHASE AGREEMENT NO. 25710

WHEREAS, the Union County acting through the Union County Sheriff's Office has developed a plan for updating the console dispatch system in the Sheriff's communications and dispatch center with Motorola Solutions, Inc.;; and

WHEREAS, Motorola Solutions, Inc. has provided an option to finance the purchase of the equipment through an Equipment Lease-Purchase Agreement; and

WHEREAS, the Board and the Union County Sheriff find the making these improvements to the communications and dispatch center equipment is in the interest of the Union County;

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

Section 1. The Board approves the AXS Dispatch Console Conversion project.

Section 2. The Board approves entering into the related Equipment Lease and Purchase Agreement.

Section 3. The Board directs that the 911 Fund shall be used for the cost of the dispatch consols, totaling \$463,882.

Section 4. The Board directs that the County General Fund shall be used for the balance of the cost of the project, \$783,285.25.

Section 5. The Board finds and determines that all of its formal actions concerning and relating to adopting this Resolution occurred 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.


David A. Lawrence introduced this resolution and moved its passage; Steve Robinson seconded the motion; and after discussion, the chair called a roll call vote, and the results were:

Steve Robinson	<input checked="" type="radio"/> Yes	No
Tom McCarthy	<input checked="" type="radio"/> Yes	No
Dave Lawrence	<input checked="" type="radio"/> Yes	No

Passed: February 18, 2026

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

ATTEST: 
Mallory Lehman, Clerk

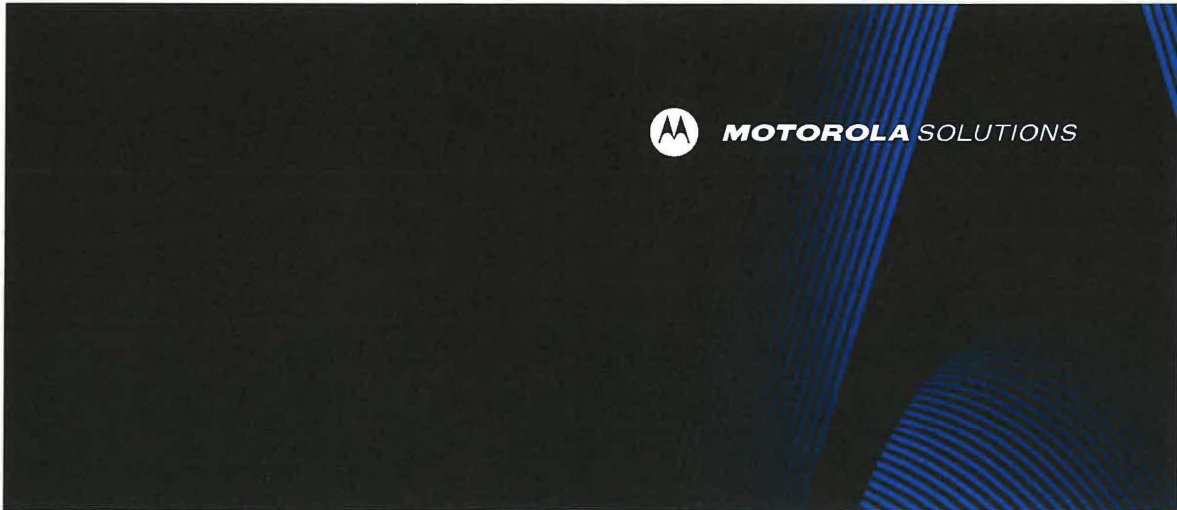

Steve Robinson


Thomas McCarthy


Dave Lawrence

Approved as to Form:


Thayne D. Gray February 17, 2026
Assistant Prosecuting Attorney



Proposal
Union County, Ohio

AXS Dispatch Console Project

November 26, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026



Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

November 26, 2025

Union County Sheriff's Office
Mike Justice, Sheriff
221 W. 5th St.
Marysville, OH 43040

Subject: AXS Dispatch Console Conversion

Dear Sheriff Justice,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Union County Sheriff Dispatch with a dispatch console conversion from MCC7500E to the AXS console platform. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software and services. Specifically, this solution provides:

- (4) AXS Dispatch operator positions
- Implementation and warranty services

This proposal is subject to the terms and conditions of the enclosed Motorola Solutions Customer Agreement (MCA) and remains valid until December 19, 2025. The Union County Sheriff's Office may accept this proposal by signing and returning a copy of the MCA. Alternatively, Motorola would be pleased to address any concerns regarding this proposal. Any questions can be directed to Mike Swope, Account Executive, at (937-477-6725 or michael.swope@motorolasolutions.com).

Our goal is to provide the Union County Sheriff's Office Dispatch with the best product and services available in the communications industry. We thank you for the opportunity, and we hope to strengthen our relationship by implementing this solution.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Chris Hanes'.

Chris Hanes
Area Sales Manager

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Union County, Ohio
AXS Dispatch Console Project

June 10, 2025

Section 1

System Overview

1.1 Dispatch Console Overview

This proposal is for a Motorola AXS console dispatch system to support the operations of Union County Sheriff's Office. The console system will provide the conversion of (4) MCC 7500 operator positions to the AXS console platform.

The existing dispatch site will continue to connect to the State of Ohio MARCS system and the back room console dispatch site equipment will be utilized and continue to support the existing conventional radio resources, as applicable.

This proposal includes the addition of the following equipment at the Union County dispatch site:

- Four (4) AXS Operator Positions (with optional monitors, if purchased)
- One (1) DSC 8000 Backup Site Controller
- Eight (8) APX 7/800MHz Consolettes/Control Stations (no antenna/lines)

The proposed AXS console equipment connects directly to the existing trunking system's transport network. It uses IP-based packet protocols for passing call control data and call audio through the system.

- Excludes:
 - Dispatch furniture
 - Headsets and headset jacks
 - Footswitch
 - Any UPS or Generator equipment
 - Logging equipment or upgrades
 - CCGW interconnections to analog interfaces
 - AUX IO connections
 - Backhaul

NOTE:

Union County is responsible for all connectivity, per Motorola specification, to the Ohio MARCS Core.

It is assumed Union County AXS console operator will utilize only certified AXS third party co-hab applications.

1.1.1 Dispatch Operator Positions

The CommandCentral AXS dispatch console consists of the CommandCentral Hub running on a Windows Operating System, while the GUI is displayed on the Edgeweb browser.

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Union County, Ohio
 AXS Dispatch Console Project

June 10, 2025

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

Number of Dispatch Positions	Location Name
Four (4) AXS Dispatch Positions with licenses for trunking, advanced conventional, secure operations and enhanced integrated Instant Recall Recorder (IRR)	Primary Dispatch Site for Sheriff's Office

The CommandCentral AXS dispatch console equipment includes the following hardware elements features the site equipment at the dispatch console site:

- Four (4) CommandCentral Hub with PC
- Four (4) Certified keyboards for RSD servers and workstations, one per dispatch operator position
- Four (4) Certified optical wheel mouse for RSD servers and workstations, one per dispatch operator position
- Twenty (20) Speakers, 5 per dispatch operator position
- Four (4) Desktop Mic, one per dispatch operator position
- One (1) Standalone DSC 8000 Controller
- Eight (8) APX 7/800 consolettes
- Set of critical spares
- Optional (see price page for optional pricing): Four (4) 22 inch non touch screen monitors, one per dispatch operator position
- Customer to reuse the existing headsets top and base along with headset jacks.
- Customer to reuse the existing footswitch
- Customer to reuse existing antenna and lines for the new consolettes

1.2 AXS Dispatch Console Solution

Motorola Solutions, Inc.'s (Motorola) CommandCentral AXS Dispatch Console reduces the barriers between systems in the Union County's dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

Union County, Ohio
AXS Dispatch Console Project

June 10, 2025



CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways. Additional fees may apply depending upon feature and hardware additions:

- **Next Generation Dispatch Experience** – The solution responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive configuration options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Purpose-Built Dispatch Console Accessories** – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.
- The AXS solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

1.3 Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.3.1 Next Generation Dispatch Experience

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

System Overview



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Motorola Solutions Confidential Restricted

Page 6

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

*A fully executed copy of this contract is on file at the Commissioners' Office.

* * *

Economic Development Update – Eric Phillips and Crystal Cassady:

- The following presentation accompanied the update:



ECONOMIC DEVELOPMENT STRATEGY

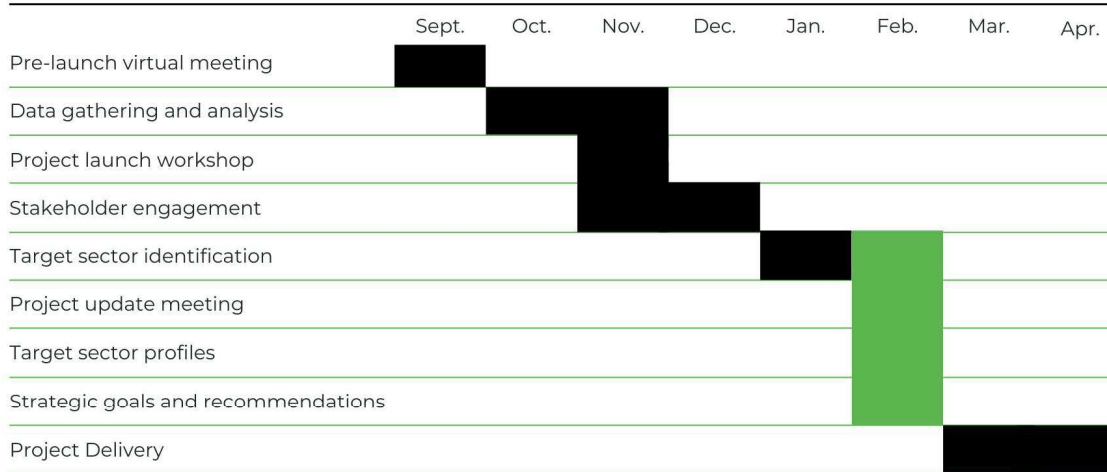
The previous Economic Development Strategy was updated in 2018. As our population grows and the economy changes, we need to be on top of strategically managing and planning for growth. We selected Boyette to create an updated strategy.



UNION COUNTY
Economic Development Strategy
MARYSVILLE • MILFORD CENTER • PLAIN CITY • RICHWOOD • DUBLIN
2014

- 2014 EDS Created
- 2018 Smart Mobility Updates Added
- 2026- We are ready for a new strategy!

ECONOMIC DEVELOPMENT STRATEGY SCHEDULE



3

ECONOMIC DEVELOPMENT STRATEGY STAKEHOLDER ENGAGEMENT

Wednesday, November 12th

- Board of Commissioners
- Steering Committee
- CIC and Port Authority Boards
- Community Tour
- Educational Leaders
- Main Street Marysville

Thursday, November 13th

- Major Employers
- Utilities
- Tourism and COC Boards
- CEOs
- Entrepreneurs and Small Business
- Student Leaders
- Elected and Appointed Leaders
- Brokers and Developers

4

ECONOMIC DEVELOPMENT STRATEGY

ADDITIONAL ENGAGEMENT

- Engagement with the agriculture industry, concerned citizens, JobsOhio, and One Columbus
- Business and community leader interviews
- Resident Survey

Over 100 people engaged with, excluding the resident survey!

5

ECONOMIC DEVELOPMENT STRATEGY

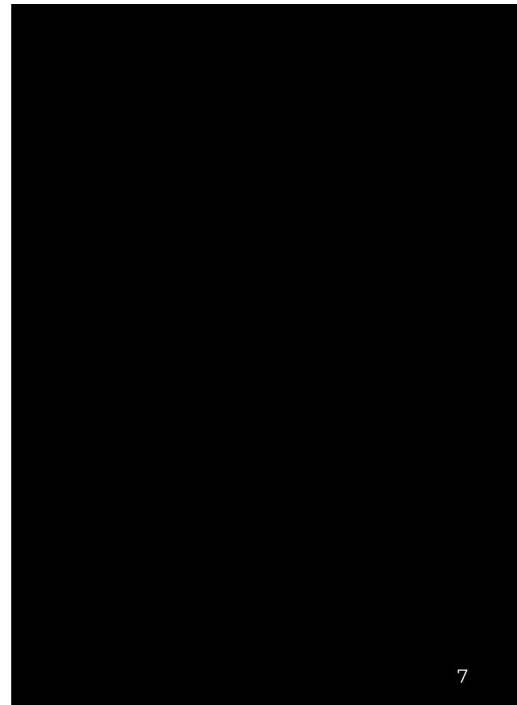
NEXT STEPS

- Create target sector profiles
- Develop strategic goals and recommendations
- Develop and deliver a draft strategy
- Finalize the strategy
- Final presentation in early April

6

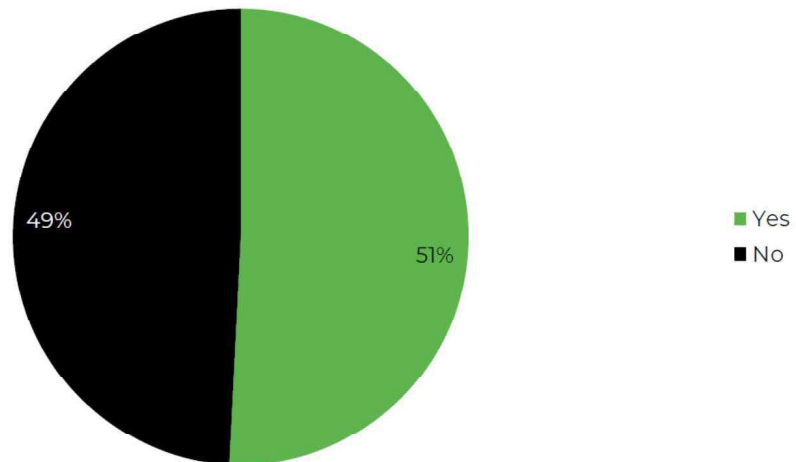
EDS RESIDENT SURVEY

Boyette launched a survey available to all Union County residents and workers, which received over 1,700 responses! The following slides provide a snapshot of some survey results. These results will inform Boyette's recommendations.



7

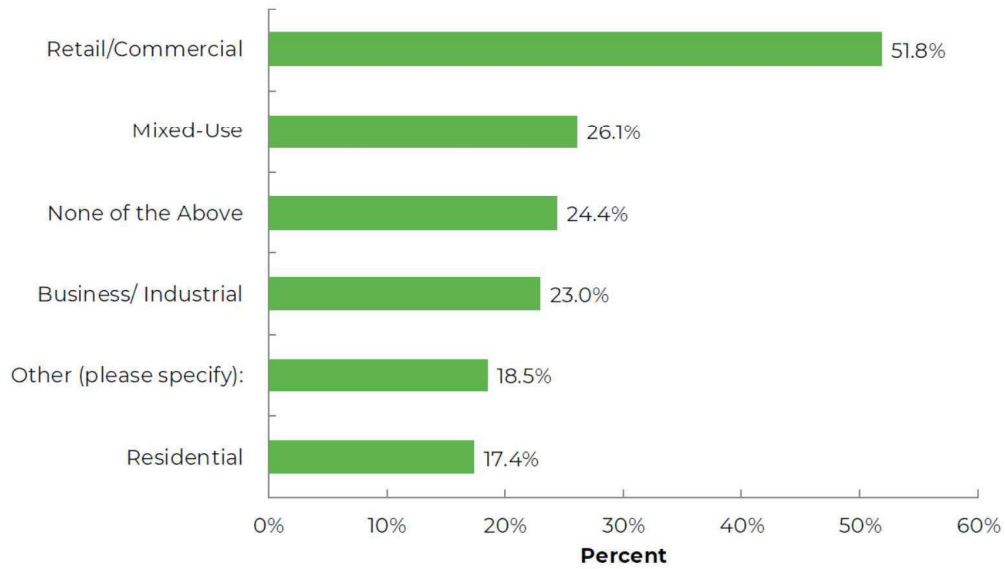
**Do you agree with the following statement:
"I feel optimistic about the future of Union
County"?**



8

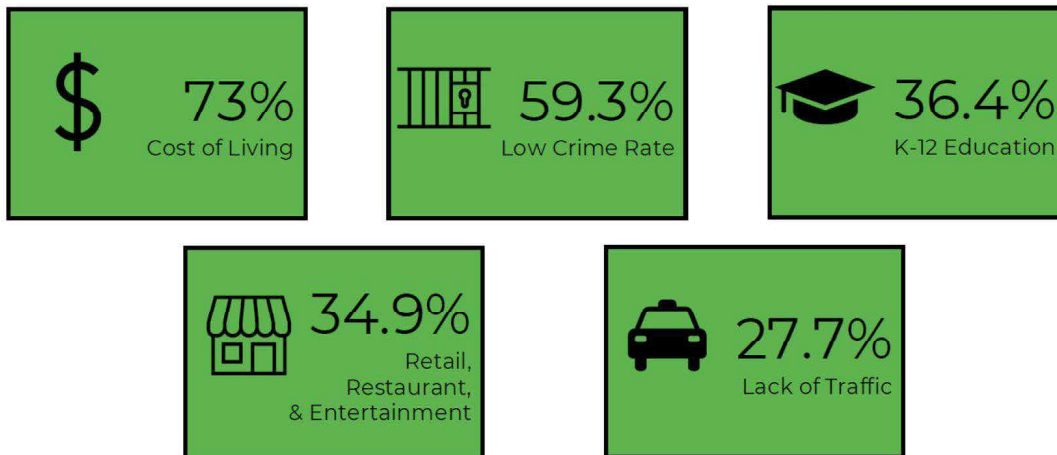
UNION COUNTY COMMISSIONERS JOURNAL 2026
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What types of development would you most like to see in Union County? (Select all that apply)



9

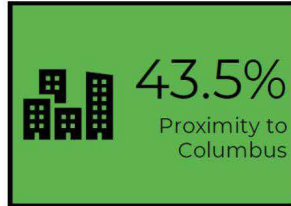
What is most important to you from a livability perspective?
Top Five Responses



10

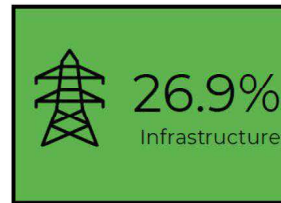
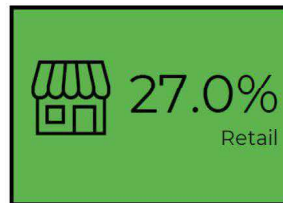
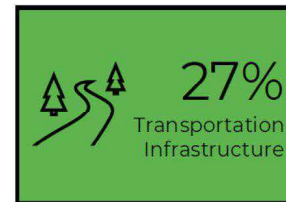
UNION COUNTY COMMISSIONERS JOURNAL 2026
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What are the strengths of Union County?
Top Five Responses



11

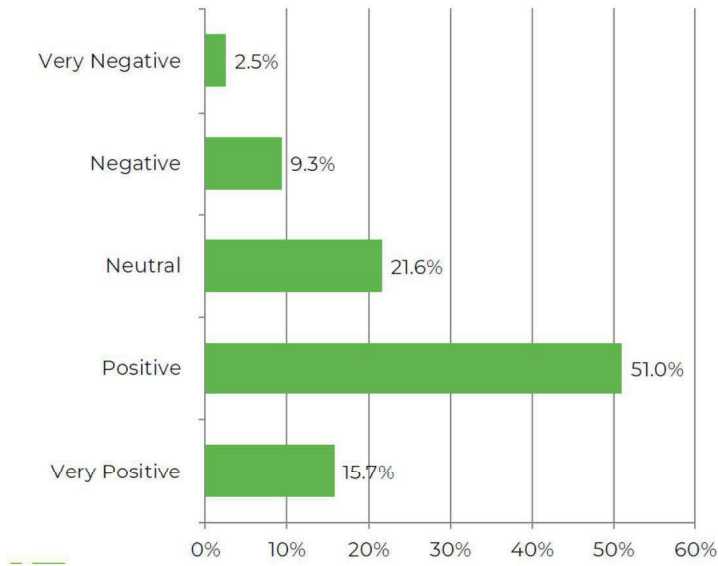
What are the challenges of Union County?
Top Five Responses



12

UNION COUNTY COMMISSIONERS JOURNAL 2026
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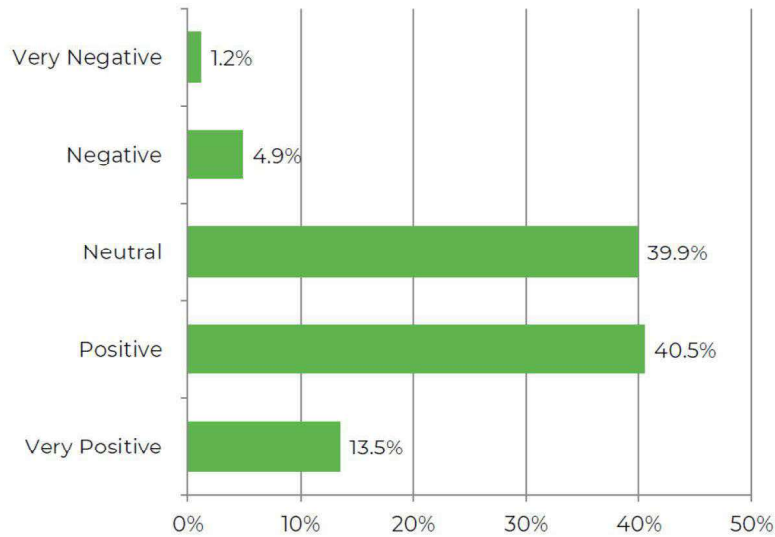
What is your perception of Union County as a place to live?



**66.7%
Positive
or Very
Positive**

13

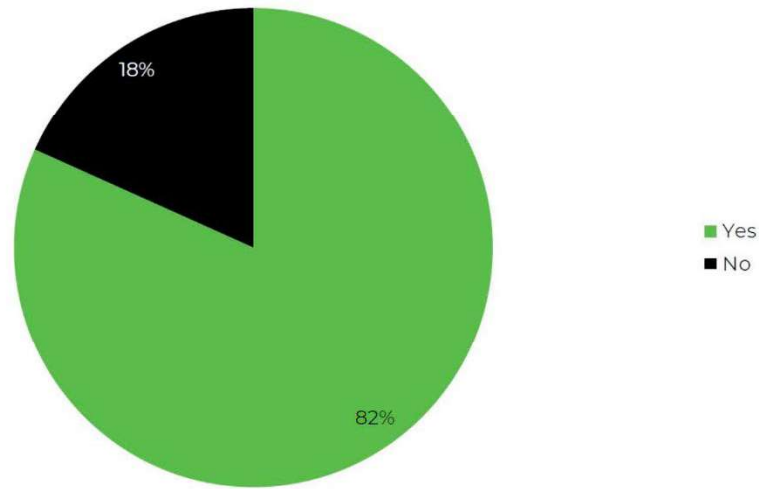
What is your perception of Union County as a place to work?



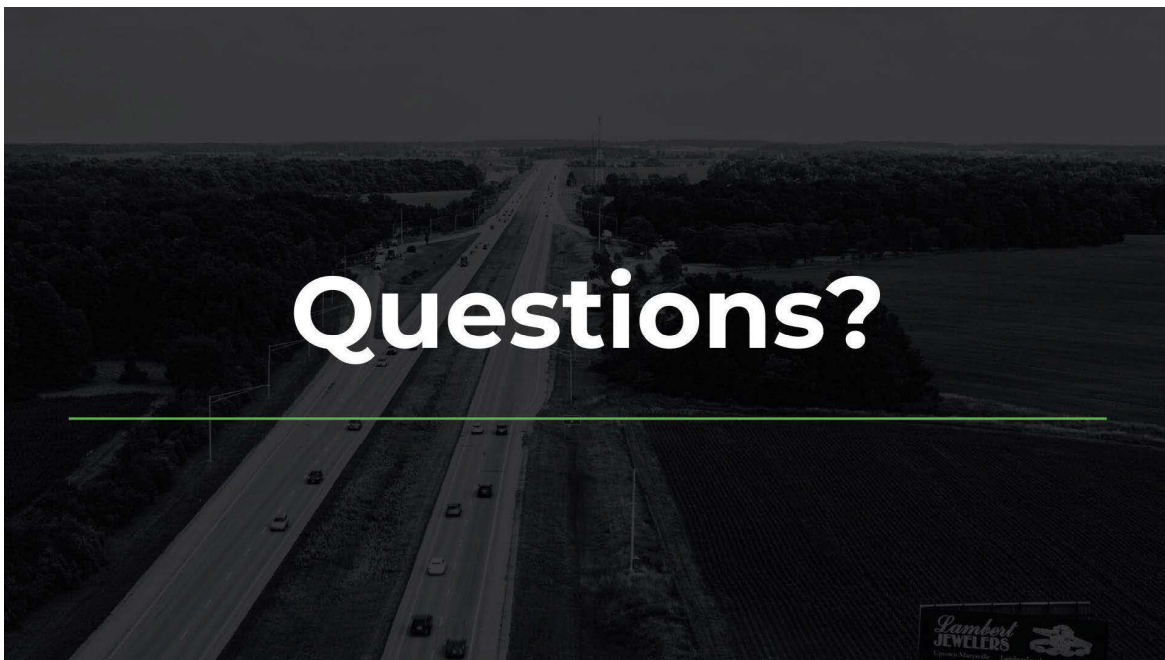
**54%
Positive
or Very
Positive**

14

Do you plan to stay in Union County long-term?



15



- Mr. Narducci asked how much money was left for the Uber program, and Mr. Phillips stated the program is ending soon. His office is going to do an analysis on all information they have gathered during the program’s run and see if it is worth keeping in Union County. They would like to have more than the 400 unique riders, but the program was utilized. Memorial Hospital also gave out ride vouchers for individuals who did not have a ride home from the hospital. Inge Witt is preparing a presentation, and she will be in to share that with the Board in the future.

Eric Phillips and Crystal Cassady left at this time.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-080:

Approve the Minutes from the February 3, 2026, Meeting – Commissioners

The Board of County Commissioners approved the minutes from the February 3, 2026 meeting.

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-081:

Letter of Support for the Silent Battle Statue – Commissioners

The Board of County Commissioners hereby approves the Letter of Support for the Silent Battle Statue.

Tom McCarthy, Commissioner, President
Steve Robinson, Commissioner, Vice President
David A. Lawrence, Commissioner



Bill Narducci, County Administrator
Mallory Lehman, Clerk to the Board

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

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

February 18, 2026

To Whom it May Concern:

The Union County Board of Commissioners would like to express our full support for placement of the *Silent Battle* statue on Courthouse grounds.

This statue represents the internal challenges many veterans, first responders and others experience, and brings awareness to the veteran suicide epidemic and other issues relating to post traumatic stress disorder for the men and women that defend our country. *Silent Battle* offers support for those navigating life after combat and suffering the hidden wounds of war.

Thank you,

Union County Board of Commissioners


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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-082:

EMA Pre-Approved Travel for 2026 – EMA

The Board of County Commissioners hereby approves the EMA Pre-Approved Travel for 2026.



February 18, 2026

Board of Commissioners,

The purpose of this letter is to request pre-approved travel for calendar year 2026 for the Union County Emergency Management Agency. The following list is the travel that we are requesting for pre-approval:

- Emergency Mangement Association of Ohio conferences
 - Spring, fall and winter conferences
- Ohio Hazmat Conference (LEPC funds only used)
- Various employees' mileage for state association and/ or regional meetings
- Out of State travel:
 - International Association of Emergency Management Annual Conference – Long Beach CA
 - National Association of County Commissioners Legislative Conference. Washinton DC

Respectively,

Brad H Gilbert
Director

<p>Brad H. Gilbert Director bgilbert@unioncountyohio.gov Office - 937-645-3174</p>	<p>233 W. Sixth Street Marysville, Ohio 43040 www.unioncounty.oh.gov Fax: 937-645-3173</p>	<p>Kathy B. Brown Deputy Director kbrown@unioncountyohio.gov Office - 937-645-2099</p>
<p>Rick Roush Deputy Director rroush@unioncountyohio.gov Office - 937-645-0325</p>	<p>Rob Jostes Emergency Management Specialist / Chief of Operations rojostes@unioncountyohio.gov Office - 937-645-3176</p>	

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

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-083:**Records Center and Archives Pre-Approved Travel for 2026 – Records Center/Archives**

The Board of County Commissioners hereby approves the Records Center and Archives Pre-Approved Travel for 2026.



UNION COUNTY RECORDS CENTER & ARCHIVES

Stephen Badenhop
 Records Manager & Archivist
 128 South Main Street
 Marysville, Ohio 43040

P 937.645.4177
 F 937.645.4173
sbadenhop@unioncountyohio.gov

February 13, 2026

Board of Commissioners:

The purpose of this letter is to request pre-approved travel for calendar year 2026 for the Union County Records Center & Archives. The following list is the travel that we are requesting for pre-approval:

- Spring County Archivist and Records Managers Association (CARMA) Meeting
- Fall County Archivist and Records Managers Association (CARMA) Meeting
- National Association of Government Archivist & Records Administrators (NAGARA) Annual Conference – Philadelphia, PA
- To the Ohio History Connection (OHC) for training and research
- In-State travel to other counties for various cross-county government record related issues
- In-County travel for various government record related issues

Sincerely,

Stephen W. Badenhop
 Union County Records Manager & Archivist



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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-084:

Commissioners Pre-Approved Travel for 2026 – Commissioners

The Board of County Commissioners hereby approves the Commissioners Pre-Approved Travel for 2026.

Tom McCarthy, Commissioner, President
Steve Robinson, Commissioner, Vice President
David A. Lawrence, Commissioner



Bill Narducci, County Administrator
Mallory Lehman, Clerk to the Board

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

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

February 18, 2026

Board of Commissioners,

The purpose of this letter is to request pre-approved travel for calendar year 2026 for the County Commissioner Office staff. The following list is the travel that we are requesting for pre-approval:

- County Commissioner Association of Ohio conferences, symposiums, and trainings.
- Mid-Ohio Regional Planning Commission conferences and training.
- National Association of Counties conferences.
- Ohio Transportation Engineering Conference.
- Ohio City/County Management Association.
- Various employees' mileage for state/regional meetings. In-County and in-State travel for government related issues.

Sincerely,

Bill Narducci
County Administrator

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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-085:

Transfers of Appropriations and/or Funds

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

TRANSFER FORM

2/18/26 Wednesday (Due to the Auditor by noon Monday)

Department: Commissioners Date: 2/11/26

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: General - County Planning	010CO101	Disburse Out	Exp	550190	NA
Fund Name	Org Number	Object Name		Object Number	Project Number
To: LUC	99000000	LUC Charge for Service	Rev	420107	NA
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	79,258.61			

From:	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
		Amount: \$				

From:	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
		Amount: \$				

From:	Fund Name	Org Number	Object Name	Exp	Object Number	Project Number
To:	Fund Name	Org Number	Object Name	Rev	Object Number	Project Number
		Amount: \$				

Reason for Request:
Invoice 26-02-UPC05 for 2026 Union County Planner

Approved by Administrator

Roll call vote resulted as follows:

cc: Auditor _____
Originator _____
Resolution File _____

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders); _____

revised 1/2/2025

C.J. 2026 Auditor's Office Approval 2/17/26
Date 2/18/2026

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

* * *

Jeff Stauch, Engineer, Josh Holtschulte, Design Engineer, Luke Sutton, Project Engineer, and Andrea Hodge, Project Engineer arrived at this time.

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

RESOLUTION NO. 26-086:

Driveway Variance Request for 13631 Leeper Perkins Road – Engineer

The Board of County Commissioners hereby approves Driveway Variance Request for 13631 Leeper Perkins Road.



**County Engineer
 Environmental Engineer**
 233 W. Sixth Street
 Marysville, Ohio 43040
 P 937. 645. 3021
 F 937. 645. 3161

Building Department
 233 W. Sixth Street
 Marysville, Ohio 43040
 P 937. 645. 3018

Marysville Operations Facility
 16400 County Home Road
 Marysville, Ohio 43040
 P 937. 645. 3017
 F 937. 645. 3111

Richwood Outpost
 190 Beatty Avenue
 Richwood, Ohio 43344

www.unioncountyohio.gov/engineer

Public Service with integrity

MEMO

To: Board of Union County Commissioners

From: Jeff Stauch

Date: February 18th, 2026

RE: Driveway Variance Request for 13631 Leeper Perkins Rd.

Lauren Mellen & Erick Bey are requesting a Driveway Variance for their existing drive located at 13631 Leeper-Perkins Rd.

Leeper Perkins is a local road with a current daily traffic count of approximately 171 vehicles per day (2024 count). As a local road, the minimum driveway spacing as established by our Access Management Regulations is 250 ft. With the current speed limit of 55 mph, the minimum driveway required sight distance is 495 ft.

The existing drive serving 13631 Leeper Perkins Rd. was installed by the previous owner in a location that was not approved by our office, nor was a drive variance granted.

This existing drive location does meet our stopping sight distance requirements, but does not meet our driveway spacing requirements, as this existing drive is only 150' south of the neighboring driveway located at 13643 Leeper Perkins Road.

Because the location meets our sight distance requirements and is aligned with an opposing drive, I recommend a variance be granted for the existing driveway in the current location. No additional future driveways will be permitted along the frontage of Ms. Mellen & Mr. Bey's property as part of this variance.

Jeff Stauch, PE/PS
 County Engineer | Environmental Engineer

Sam Cronk, CBO
 Chief Building Official



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

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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ADMINISTRATOR ACTION NO. 26-017A:

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 February 16, 2026.

Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
8449 AUNALYTICS, INC.	021826	30043897	20257548	2.10	Pending approval	Auditor
5346 O'REILLY AUTO ENT	021826	5748-329157	20261853	5.22	Pending approval	Engineer
8963 FRANKLIN ELECTRIC CO	021826	656819125	20261582	8.00	Pending approval	Human Services
74 MOTION INDUSTRIES IN	021826	OH61-010587	20261851	12.56	Pending approval	Engineer
5660 TRILLIUM PATHOLOGY,	021826	227327	20261712	16.97	Pending approval	Sheriff
3052 KITCHEN, SHARON	021826	AA 02.2026	20261598	17.57	Pending approval	Human Services
7406 AMAZON CAPITAL	021126	1xh7vd3p6h4i	20260550	17.94	Pending approval	Clerk of Courts
733 MCAULIFFE'S ACE	02182026	227590	20250260	17.96	Pending approval	EMA
9347 T-MOBILE USA INC.	021826	226938	20260334	21.60	Pending approval	EMA
8672 KETTERING NETWORK RA	021826	227317	20261716	21.77	Pending approval	Sheriff
6354 KRAMER ENTERPRISES,	021826	175234 (1/3)	20261156	21.79	Pending approval	Engineer
5595 FORENSIC FLUIDS LABO	021826	82516	20261800	22.00	Pending approval	Human Services
7406 AMAZON CAPITAL	021826	11QH-DDLR-TI	20260427	23.99	Pending approval	COYC
4356 KONICA MINOLTA BUSIN	021826	506417147	20261801	25.00	Pending approval	Human Services
3960 SOUTHERN COMPUTER WA	021826	INV00861585	20260505	27.76	Pending approval	Sheriff
3960 SOUTHERN COMPUTER WA	021826	INV00861549	20261531	33.84	Pending approval	Engineer
3711 RIFFLARD, JOHNNY & A	021826	02.2026 AA	20261603	35.15	Pending approval	Human Services
6065 HOSTETLER, SHELLIE	021826	AA 02.2026	20261597	35.15	Pending approval	Human Services
10346 ZIESSLER, BRAD	021826	012026	20261576	39.15	Pending approval	Auditor
1380 UCO INDUSTRIES	021126	24607	20261681	40.00	Pending approval	Clerk of Courts
272 MERCY MEMORIAL HOSPI	021826	227384	20261709	40.19	Pending approval	Sheriff
7406 AMAZON CAPITAL	021826	1FY7-GJXJ-37I	20261687	40.82	Pending approval	Engineer
4356 KONICA MINOLTA BUSIN	021826	506453761 (2,	20261689	41.14	Pending approval	Engineer
4356 KONICA MINOLTA BUSIN	021826	506453844 (1,	20261690	41.14	Pending approval	Engineer
7406 AMAZON CAPITAL	021826	161R-1XRH-62	20261132	42.99	Pending approval	Engineer
8625 TRIAD TECHNOLOGIES,	021826	62334930	20261735	45.01	Pending approval	Engineer
122 MARYSVILLE PRINTING	021826	56534	20256527	49.76	Pending approval	Sheriff
833 VERIZON WIRELESS GRE	021126	6134956559	20260537	50.00	Pending approval	Clerk of Courts
10307 AUTOMATED SECURITY	021826	119959	20261650	53.00	Pending approval	Human Services
6354 KRAMER ENTERPRISES,	021826	175235 (2/3)	20261137	56.58	Pending approval	Engineer
1127 QUILL CORPORATION	021826	47553066	20257591	59.48	Pending approval	Auditor
3960 SOUTHERN COMPUTER WA	021826	INV00861729	20260505	59.57	Pending approval	Sheriff
1380 UCO INDUSTRIES	021826	24597	20261815	61.12	Pending approval	Auditor
122 MARYSVILLE PRINTING	021826	56542	20260211	64.76	Pending approval	Sheriff
52 DAYTON POWER & LIGHT	021826	2/2 Axe-Handl	20261695	71.75	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	InskeepJan26	20261759	79.13	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	WarnerJan26	20261761	80.00	Pending approval	Engineer
3917 AT&T MOBILITY	02182026	VRO012026	20260337	80.00	Pending approval	EMA
177 UNION RURAL ELECTRIC	021826	BearSwampJa	20261770	82.00	Pending approval	Engineer
2245 RICHWOOD BANKING VIS	021826	MOps Jan26 (-	20261733	82.29	Pending approval	Engineer
657 LANGUAGE LINE SERVIC	021826	11827342	20261760	82.91	Pending approval	Sheriff
1127 QUILL CORPORATION	021826	47691395	20261726	83.28	Pending approval	Commissioners
9669 JEREMY E. RINEHART	021826	06.2026 AA	20261604	85.14	Pending approval	Human Services
1127 QUILL CORPORATION	021826	47512428	20257591	87.88	Pending approval	Auditor
1127 QUILL CORPORATION	021826	47596472	20261781	87.98	Pending approval	Engineer
5178 OFFICE CITY EXPRESS	021826	96933	20261130	91.85	Pending approval	Engineer
3204 JOHN DEERE FINANCIAL	021826	238335	20260580	93.99	Pending approval	Sheriff
1123 ZANDER PEST CONTROL	021126	46870	20260532	95.00	Pending approval	Clerk of Courts
177 UNION RURAL ELECTRIC	021826	FedexJan26 8/	20261763	97.50	Pending approval	Engineer
7309 SYNCHRONY BANK	021826	986630-QCMI	20261718	97.81	Pending approval	Facilities
1127 QUILL CORPORATION	021826	47557572	20257662	101.99	Pending approval	Commissioners
146 PITNEY BOWES	021126	1028881342	20260541	102.08	Pending approval	Clerk of Courts
8723 SULLIVAN, ABBY	021826	bal of 2-5-26 i	20261720	103.86	Pending approval	Common Pleas-Juv/Prob
7406 AMAZON CAPITAL	021826	1KDF-1XMT-M	20256720	104.08	Pending approval	Common Pleas-Juv/Prob
177 UNION RURAL ELECTRIC	021826	Mitch-DewJan	20261762	107.00	Pending approval	Engineer
8723 SULLIVAN, ABBY	021826	1/5-2/4/26 Mi	20256733	107.41	Pending approval	Common Pleas-Juv/Prob
1179 PERRY PROTECH	021126	inv1298019	20260549	107.75	Pending approval	Clerk of Courts
272 MERCY MEMORIAL HOSPI	021826	227381	20261711	110.25	Pending approval	Sheriff
2119 GORDON FLESCH COMPAN	021826	IN15501428	20261862	113.50	Pending approval	Sheriff

UNION COUNTY COMMISSIONERS JOURNAL 2026
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Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
6660 CFIS GROUP INC.	021826	48200	20261722	113.98	Pending approval	Engineer
2119 GORDON FLESCH COMPAN	02182026	IN15501507-1	20260253	118.86	Pending approval	EMA
122 MARYSVILLE PRINTING	021826	565348	20257314	129.52	Pending approval	Sheriff
122 MARYSVILLE PRINTING	021826	56539	20261834	130.00	Pending approval	Auditor
6462 COMMUNITY MERCY HEAL	021826	227324	20261714	134.54	Pending approval	Sheriff
17 VILLAGE OF RICHWOOD	021826	1/27/26 5-01	20261140	134.58	Pending approval	Engineer
1123 ZANDER PEST CONTROL	021826	46869	20261797	140.00	Pending approval	Human Services
1127 QUILL CORPORATION	021826	475244831	20257591	140.20	Pending approval	Auditor
2238 LEXISNEXIS	021826	1100259959	20261798	150.00	Pending approval	Human Services
9582 HARGROVE, JAMES A	021826	2026-1	20260837	155.00	Pending approval	Commissioners
2191 AMAZON	021826	1RD3-PW7D-N	20260494	156.97	Pending approval	Sheriff
3960 SOUTHERN COMPUTER WA	021826	INV00861550	20261531	158.23	Pending approval	Engineer
9858 WEX BANK	021826	110565596	20261707	160.14	Pending approval	Prosecutor
3432 RUMPKE OF OHIO, INC	021126	3479364	20260686	162.02	Pending approval	Clerk of Courts
733 MCAULIFFE'S ACE	021826	Jan26	20261739	162.09	Pending approval	Engineer
2238 LEXISNEXIS	021826	1100258322	20261702	164.50	Pending approval	Prosecutor
1380 UCO INDUSTRIES	021826	24600	20261802	168.00	Pending approval	Human Services
1522 CENTURYLINK	021826	768812379	20261581	174.93	Pending approval	Human Services
1293 DELL MARKETING LP	021826	10860801686	20261771	177.49	Pending approval	Engineer
1127 QUILL CORPORATION	021826	47614920	20261703	192.50	Pending approval	Prosecutor
52 DAYTON POWER & LIGHT	021826	227597	20261857	195.53	Pending approval	Facilities
2245 RICHWOOD BANKING VIS	021826	Card 3 1.2026	20261577	203.45	Pending approval	Human Services
177 UNION RURAL ELECTRIC	021826	CrottingerJan	20261769	204.00	Pending approval	Engineer
1127 QUILL CORPORATION	021826	47709079	20250948	209.34	Pending approval	Common Pleas-Gen
657 LANGUAGE LINE SERVIC	021826	11835184	20261796	212.50	Pending approval	Human Services
10498 HUGHES, MICHAEL	021826	020226	20261814	216.78	Pending approval	Auditor
8982 CONNECT PARENT CORPO	021826	44000085590	20260641	224.00	Pending approval	Sheriff
2119 GORDON FLESCH COMPAN	02182026	IN15501507	20255533	227.00	Pending approval	EMA
239 CAPITOL COPY INC	021826	INV878098,87	20261787	228.22	Pending approval	Human Services
1873 PARR PUBLIC SAFETY E	021826	INV119387D	20261830	229.00	Pending approval	Sheriff
139 OHIO EDISON COMPANYY	021826	2/5/26 Tawa	20261755	233.67	Pending approval	Engineer
8588 LABEL INDUSTRIES, IN	021826	40183178	20261852	243.60	Pending approval	Engineer
10044 CUSTOM CABLING SERVI	021826	2512035	20257315	244.68	Pending approval	Auditor
9153 MACK, JARROD	021826	02.2026 AA	20261600	246.05	Pending approval	Human Services
2245 RICHWOOD BANKING VIS	021826	227363	20260696	255.00	Pending approval	Sheriff
3629 VISA	021826	VISA_FEB2	20257668	260.85	Pending approval	Commissioners
3629 VISA	021826	VISA_FEB1	20261667	276.31	Pending approval	Commissioners
3862 ADAMS, ROBERT	021826	AA 2.2026	20261593	279.44	Pending approval	Human Services
8092 REYNOLDS, RIDINA	021826	02.2026 AA	20261602	279.44	Pending approval	Human Services
2245 RICHWOOD BANKING VIS	021826	Card 1,2 1.2026	20261577	280.45	Pending approval	Human Services
4356 KONICA MINOLTA BUSIN	021826	506453760 (3,	20261688	292.82	Pending approval	Engineer
2119 GORDON FLESCH COMPAN	021826	15498539, 15	20261828	294.19	Pending approval	Common Pleas-Gen
139 OHIO EDISON COMPANYY	021826	2/4/26 Beatty	20261756	297.02	Pending approval	Engineer
3441 KLINKER, DAVID E.	021826	02.2026 AA	20261599	298.77	Pending approval	Human Services
9686 MARYFLATS, LLC	021826	Otway, 1B	20261591	300.00	Pending approval	Human Services
122 MARYSVILLE PRINTING	021826	56530 (1/2)	20261741	303.69	Pending approval	Engineer
2119 GORDON FLESCH COMPAN	021826	IN15501508	20260254	309.21	Pending approval	Commissioners
2119 GORDON FLESCH COMPAN	021826	I01089241 an	20260252	317.94	Pending approval	Facilities
177 UNION RURAL ELECTRIC	021826	DarbyMeadJai	20261768	319.00	Pending approval	Engineer
3960 SOUTHERN COMPUTER WA	021826	INV00861448	20260640	319.03	Pending approval	Sheriff
10151 HARVEY, MIRANDA	021826	01.2026 FP trz	20261788	322.50	Pending approval	Human Services
1090 FOX VALLEY TECHNICAL	021826	SPINV032299	20261808	325.00	Pending approval	Common Pleas-Gen
2191 AMAZON	02182026	1PWV-H441-C	20261864	326.13	Pending approval	EMA
9495 ADVANCED MEDICAL	021826	INV-24-3768	20261677	337.00	Pending approval	Human Services
122 MARYSVILLE PRINTING	021826	56529	20257503	354.53	Pending approval	Auditor
833 VERIZON WIRELESS GRE	021826	6134316386	20260348	370.20	Pending approval	Facilities
6354 KRAMER ENTERPRISES,	021826	175233 (3/3)	20261137	379.14	Pending approval	Engineer
10316 COUGHLIN AUTOMOTIVE	021826	515002317 1	20261723	381.20	Pending approval	Engineer
7406 AMAZON CAPITAL	021826	1QH1-LY37-H	20261721	387.05	Pending approval	Engineer

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Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
10511 GIBSON, KANE	021826	1025	20261782	390.00	Pending approval	COYC
7406 AMAZON CAPITAL	021826	1YMV-NVLV-1	20261579	391.97	Pending approval	Human Services
177 UNION RURAL ELECTRIC	021826	227396	20261101	395.69	Pending approval	Facilities
5253 BOBCAT ENTERPRISES	021826	P16582	20261738	395.71	Pending approval	Facilities
1534 US BANK	021826	574448999	20260166	405.97	Pending approval	Auditor
9208 RAY, NICOLE	021826	1/5-1/13/26	20260185	407.45	Pending approval	Common Pleas-Juv/Prob
696 ACLOCHE'	021826	1133594	20260327	416.00	Pending approval	Commissioners
39 COLUMBIA GAS OHIO IN	021826	227300	20260389	417.50	Pending approval	Facilities
1389 JOHNSON CONTROLS	021826	25224003	20261737	420.00	Pending approval	Facilities
2844 PRIORITY DISPATCH	021826	SIN425807	20257279	425.00	Pending approval	Sheriff
733 MCAULIFFE'S ACE	021826	227304 3 of 3	20261710	433.47	Pending approval	Facilities
4420 AT&T	021826	419R0103810	20260573	448.80	Pending approval	Sheriff
4420 AT&T	021826	419R0104070	20260573	448.80	Pending approval	Sheriff
8630 FOX SUPPLY, LLC	021826	160329	20260429	460.65	Pending approval	COYC
38 CITY OF MARYSVILLE	021826	227301	20260288	474.89	Pending approval	Facilities
177 UNION RURAL ELECTRIC	021826	ParrottJan26	20261767	483.00	Pending approval	Engineer
779 W. W. GRAINGER	021826	9786543166	20261473	502.54	Pending approval	Engineer
1212 TREASURER STATE OH (021826	0533615-IN	20261795	504.00	Pending approval	Human Services
2245 RICHWOOD BANKING VIS	021826	227375	20260585	506.59	Pending approval	Sheriff
122 MARYSVILLE PRINTING	021826	56550 (2/2)	20261740	541.65	Pending approval	Engineer
2119 GORDON FLESCH COMPAN	021826	101089239 & 1	20260254	551.74	Pending approval	Commissioners
1971 STAPLES CONTRACT &	021826	7008591266	20260431	576.19	Pending approval	COYC
4068 AGILE NETWORKS	021826	685128	20260126	600.00	Pending approval	Auditor
10502 CITY OF BELLEFONTAIN	021826	227377	20261503	600.00	Pending approval	Sheriff
6614 LIBERTY TIRE RECYCLI	021826	3153333	20261620	602.70	Pending approval	Engineer
5612 CHARM-TEX, INC.	021826	0433815, 043:	20260428	631.40	Pending approval	COYC
633 J J KELLER & ASSOC	021826	9110885910	20261517	645.00	Pending approval	Facilities
833 VERIZON WIRELESS GRE	021826	6134872996	20250957	650.00	Pending approval	Common Pleas-Gen
633 J J KELLER & ASSOC	021826	9110897172	20261518	666.00	Pending approval	Facilities
553 ZEP MANUFACTURING CO	021826	9012336415	20261424	696.37	Pending approval	Engineer
2245 RICHWOOD BANKING VIS	021826	EngJan26 (2/4	20261731	701.76	Pending approval	Engineer
7311 TAYLOR, JOHN K.	021826	18534	20261734	710.66	Pending approval	Engineer
9080 CONTINENTAL BROADBAN	021826	INV760566	20260118	712.80	Pending approval	Auditor
6330 CDA, INC.	021826	18125 PARTIA	20256729	718.25	Pending approval	Common Pleas-Juv/Prob
5612 CHARM-TEX, INC.	021826	434186	20260428	726.16	Pending approval	COYC
886 DAVE'S PHARMACY	021826	1177, 1309, 1:	20261758	736.22	Pending approval	COYC
1320 OCCUPATIONAL HEALTH	021826	44750	20261773	739.00	Pending approval	Engineer
10510 SELECT RESTAURANT	021826	11459	20261757	748.67	Pending approval	COYC
8186 HARR, MINDY	021826	AA 2.2026	20261594	755.72	Pending approval	Human Services
9077 PETTINGELL, KIM	021826	02.2026 AA	20261601	785.60	Pending approval	Human Services
2245 RICHWOOD BANKING VIS	021826	020226	20261483	790.47	Pending approval	Auditor
7259 SPEAKWRITE LLC	021826	e32fd395	20261587	810.28	Pending approval	Human Services
119 MARYSVILLE JOURNAL	21826	43267	20261878	828.00	Pending approval	Treasurer
8449 AUNALYTICS, INC.	021126	30043895	20260524	850.00	Pending approval	Clerk of Courts
6741 TKE CORP	021826	3009265533	20260346	929.53	Pending approval	Facilities
177 UNION RURAL ELECTRIC	021826	RaymondJan2	20261766	936.49	Pending approval	Engineer
2245 RICHWOOD BANKING VIS	021826	SSJan26 (3/4)	20261732	980.00	Pending approval	Engineer
2245 RICHWOOD BANKING VIS	021826	227371	20260925	1,012.00	Pending approval	Sheriff
451 SMART OIL COMPANY	021826	11229604	20260386	1,031.32	Pending approval	Facilities
733 MCAULIFFE'S ACE	021826	424649	20260421	1,160.86	Pending approval	COYC
1123 ZANDER PEST CONTROL	021126	226981	20260283	1,165.50	Pending approval	Facilities
2455 ALERE TOXICOLOGY SER	021826	432582-ADUL	20261697	1,186.38	Pending approval	Common Pleas-Juv/Prob
3960 SOUTHERN COMPUTER WA	021826	INV00861207	20260505	1,200.00	Pending approval	Sheriff
177 UNION RURAL ELECTRIC	021826	227397	20261102	1,225.29	Pending approval	Facilities
2419 AQUA DOC	021826	1324435	20257582	1,445.00	Pending approval	Sheriff
1039 REPUBLIC WASTE SERVI	021126	0046-006397C	20260418	1,445.50	Pending approval	COYC
2379 ICC	021826	1002220364	20261743	1,490.61	Pending approval	Engineer
122 MARYSVILLE PRINTING	021826	56543	20261803	1,505.46	Pending approval	Human Services
1430 PURCHASE POWER	021826	1028916816	20261799	1,522.90	Pending approval	Human Services

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Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
2245 RICHWOOD BANKING VIS	021826	227368	20260558	1,545.94	Pending approval	Sheriff
1534 US BANK	021826	574403580	20261701	1,679.65	Pending approval	Prosecutor
2245 RICHWOOD BANKING VIS	021826	020126	20261813	1,726.09	Pending approval	Auditor
2191 AMAZON	021826	1N44-LC4Q-KI	20260494	1,727.73	Pending approval	Sheriff
3051 EXTRA PACKAGING,LLC	021826	144838	20261342	1,749.35	Pending approval	Coroner
8201 COMPASS MINERALS AME	021826	1621665	20261485	1,752.45	Pending approval	Engineer
2245 RICHWOOD BANKING VIS	021826	BldgJan26 (1/	20261729	1,764.96	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	MillcreekJan2	20261765	1,772.00	Pending approval	Engineer
8449 AUNALYTICS, INC.	021826	30043899	20257548	1,774.89	Pending approval	Auditor
10145 CANON USA, INC	021826	42666468	20260412	1,798.48	Pending approval	COYC
6813 BLUE, ESQ.,ROBERT M.	021826	227599	20260851	1,800.00	Pending approval	Common Pleas-Gen
2455 ALERE TOXICOLOGY SER	021826	L432582-DYS	20256728	1,864.31	Pending approval	Common Pleas-Juv/Prob
2938 GOVERNMENT FORMS	021126	0359896	20261869	1,874.65	Pending approval	Clerk of Courts
10436 KE GUTRIDGE LLC	021826	25726371	20261736	1,917.00	Pending approval	Facilities
296 CDC OH INC	021826	26-012-943	20261392	2,000.00	Pending approval	Commissioners
119 MARYSVILLE JOURNAL	021826	1104982 0101	20261700	2,019.75	Pending approval	Prosecutor
3960 SOUTHERN COMPUTER WA	021126	INV00861166	20260884	2,123.84	Pending approval	Clerk of Courts
733 MCAULIFFE'S ACE	021826	227303 2 of 3	20261710	2,135.27	Pending approval	Facilities
1605 CARDONE, JULIE	021826	01.2026 FC	20261789	2,465.00	Pending approval	Human Services
1724 SHI	021826	820621541	20257413	2,601.55	Pending approval	Auditor
52 DAYTON POWER & LIGHT	021826	227615	20260286	2,640.96	Pending approval	Facilities
5595 FORENSIC FLUIDS LABO	021826	82314	20261588	2,700.00	Pending approval	Human Services
8982 CONNECT PARENT CORPO	021826	40500088245	20260297	2,707.17	Pending approval	Facilities
6686 DAVIS,PHD, DANIEL L.	021826	2237	20256722	3,000.00	Pending approval	Common Pleas-Juv/Prob
2385 OHIO SCHOOL RESOURCE	021826	227378	20261541	3,080.00	Pending approval	Sheriff
2016 GOODALE AUTO/TRUCK P	021826	192423	20261724	3,188.37	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	MOPsJan 7/11	20261764	3,263.12	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	227412	20261102	3,539.97	Pending approval	Facilities
8449 AUNALYTICS, INC.	021826	30044122	20261570	3,576.69	Pending approval	Auditor
1873 PARR PUBLIC SAFETY E	021826	INV119387C	20255918	3,600.00	Pending approval	Sheriff
6103 SARGENT, LAURA	021826	01.2026 FC	20261790	3,612.24	Pending approval	Human Services
1212 TREASURER STATE OH (021826	0535929-IN	20261863	3,945.00	Pending approval	Sheriff
8449 AUNALYTICS, INC.	021826	30043898	20257548	4,149.00	Pending approval	Auditor
1873 PARR PUBLIC SAFETY E	021826	INV119387	20256322	4,292.15	Pending approval	Sheriff
5114 OSBURN ASSOCIATES IN	021826	INV17220	20261197	4,487.50	Pending approval	Engineer
2089 VRI	021826	1/2026	20261651	4,761.00	Pending approval	Human Services
10246 HAMMONTREE & ASSOC.	021826	202600186	20261833	5,692.00	Pending approval	Engineer
2072 DE NOVO CONSULTING	021826	2026-08	20261848	5,995.00	Pending approval	Commissioners
1921 NATIONAL YOUTH ADV	021826	01.2026 RS	20261786	6,080.96	Pending approval	Human Services
1873 PARR PUBLIC SAFETY E	021826	INV119387B	20255917	6,100.89	Pending approval	Sheriff
3821 TAFT STETTINIUS & HO	021826	6946164	20261571	7,000.00	Pending approval	Auditor
5799 HERITAGE COOPERATIVE	021826	Jan26	20261725	7,981.41	Pending approval	Engineer
177 UNION RURAL ELECTRIC	021826	990700 2/6/21	20260420	8,002.67	Pending approval	COYC
4472 CAREGIVER USA CORP	021826	1031-52	20261652	8,053.00	Pending approval	Human Services
10310 EM1 TECHNOLOGIES, IN	021826	100040	20261231	9,000.00	Pending approval	EMA
1500 SAFEHOUSE MINISTRIES	021826	1010959	20261785	9,920.00	Pending approval	Human Services
229 SMOLEN ENGINEERING L	021826	2026-1-02	20255056	11,000.00	Pending approval	Engineer
783 APPRAISAL RESEARCH C	021826	121513	20254682	11,275.00	Pending approval	Auditor
1973 VILLAGE NETWORK	021826	0226-1237	20261784	12,105.50	Pending approval	Human Services

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Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
8365 DARTPOINTS	021826	154302	20257547	12,397.57	Pending approval	Auditor
8577 SAFEBUILT OHIO LLC	021826	3206908	20261696	12,827.31	Pending approval	Engineer
8206 LEGENDS LIFT &	021826	UCSS122025	20261573	20,297.00	Pending approval	Human Services
2189 JEFFERSON AUDIO VIDE	021826	531358	20261807	20,721.00	Pending approval	Common Pleas-Gen
1724 SHI	021826	B20628663	20257568	21,787.60	Pending approval	Auditor
8206 LEGENDS LIFT &	021826	UC122025	20261573	33,301.00	Pending approval	Human Services
9859 TYLER TECHNOLOGIES I	021826	070-112265	20261816	36,616.00	Pending approval	Auditor
733 MCAULIFFE'S ACE	021826	424197 1 of 3	20260325	43,676.11	Pending approval	Facilities



Administrator

2-18-26

2/18/2026

C.J. 2026
Date 2/18/2026

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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ADMINISTRATOR ACTION NO. 26-018A:

Transfer of Appropriations and/or Funds

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

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Auditor's Office Date: February 17, 2026

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>Auditor</u>	<u>04040300</u>	<u>Contract Serv</u>	Exp	<u>530100</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / Fees</u>	Rev	<u>420104</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		Amount: \$	26.00 <u>13.00</u>			

From:	<u>Auditor</u>	<u>04040300</u>	<u>Contract Serv</u>	Exp	<u>530100</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / BCI Fees</u>	Rev	<u>420111</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		Amount: \$	44.00 <u>22.00</u>			

From:	<u>Auditor</u>	<u>10140400</u>	<u>Cont. Serv.</u>	Exp	<u>530100</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck</u>	Rev	<u>420104</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		Amount: \$	<u>13.00</u>			

From:	<u>Auditor</u>	<u>10140400</u>	<u>Cont. Serv.</u>	Exp	<u>530100</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
To:	<u>Sheriff's Rotary</u>	<u>20943808</u>	<u>webcheck</u>	Rev	<u>420111</u>	Project Number
	Fund Name	Org Number	Object Name		Object Number	
		Amount: \$	<u>22.00</u>			

Reason for Request:
Invoice #2026JAN-11 for Webchecks in January
2 @ \$35.00 Each = \$26.00 Sheriff's Fees; \$44.00 BCI Fees

Approved by Administrator WAD

Roll call vote resulted as follows:

cc: Auditor
Originator
Resolution File

Steve Robinson _____
Tom McCarthy _____
Dave Lawrence _____

C.J. _____, Page _____
Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): _____

C.J. 2026
Date: 2/18/2026
Auditor's Office Approval HR

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TRANSFER FORM

2/18 Wednesday (Due to Auditor by noon Monday)

Department: Human Services Date: 02/11/2026

RESOLUTION RE: TRANSFER OF FUNDS

A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	<u>PA</u>	<u>35001508</u>	<u>Medical Assistance</u>	<u>Exp</u>	<u>530800</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	<u>UCATS</u>	<u>36044508</u>	<u>Charge for Services</u>	<u>Rev</u>	<u>420107</u>	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$	2,839.52		

From:	_____	_____	_____	<u>Exp</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	_____	_____	_____	<u>Rev</u>	_____	_____
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	_____			

Reason for Request:		Transfer total:	
January 2026 NET transportation	\$ 2,839.52		
	\$ -	\$ 2,839.52	
	\$ -		
	\$ -		

Approved by Administrator WAD

 Dave Lawrence
 Thomas A. McCarthy
 Steve Robinson

Roll call vote resulted as follows:
 cc: Auditor

C.J.: _____
 Date: _____

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): Jacque Hillis

Auditor's Office Approval HR 2/17/26

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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ADMINISTRATOR ACTION NO. 26-019A:

Vendor Agreement Between the Board of County Commissioners Acting Through the Union County Senior Services (UCSS) and Lifestation Inc. (Lifestation)

County Administrator Bill Narducci approved the Vendor Agreement Between the Board of County Commissioners Acting Through the Union County Senior Services (UCSS) and Lifestation Inc. (Lifestation).

**UNION COUNTY SENIOR SERVICES
VENDOR AGREEMENT**

Agreement between the **BOARD OF COUNTY COMMISSIONERS, OHIO**, acting through the **Union County Senior Services (UCSS)** with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and **LIFESTATION, INC (LIFESTATION)**, 825 Rahway Avenue, Union, New Jersey 07083.

In consideration of the mutual benefits accruing to each party, LIFESTATION and UCSS hereby agree as follows:

- (1.) **Purchase of Services:** Subject to the terms and conditions set forth in this contract UCSS agrees to purchase and LIFESTATION agrees to provide Clients, who are individuals identified and approved by UCSS, the following services: Emergency Response Systems listed in Exhibit A.
- (2.) **Contract Term:** LIFESTATION understands that services will be provided from January 1, 2026 through December 31, 2026, unless otherwise terminated.
- (3.) **Availability of Funds:** The total value of this contract may not exceed \$2,000 unless otherwise amended. UCSS is a senior service agency selected by the Central Ohio Area Agency on Aging (hereinafter "COAAA") to carry out senior programs within Union County, Ohio. After the grant given by the Central Ohio Area Agency on Aging funds have been depleted, local funds from the Union County Sales Tax may be used to continue services. If local, state and/or federal reimbursement is no longer available to UCSS, therefore requiring changes or termination of this agreement, such changes or termination for this reason will be effective on the date that local, state and/or federal reimbursement is no longer available or later, as otherwise stipulated by UCSS.
- (4.) **Limitations:** LIFESTATION warrants the following:
 - A. Any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
 - B. No medical or Medicaid reimbursable services shall be provided through this contract.

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- C. Claims made to UCSS for payment of purchased services shall be for actual services rendered to eligible and approved individuals and do not duplicate claims made by the LIFESTATION to other sources of funds for the same services; and
 - D. Rates charged under this agreement do not exceed the rates charged to other individuals or organizations for the same services.
- (5.) **Cost and Delivery of Purchased Services:** The approved Services provided under this Contract are limited to those listed in Paragraph (1.) above and the costs are listed below and incorporated by reference. When UCSS approves a Service for a Client, UCSS will provide a written notice of the approved Service to LIFESTATION. LIFESTATION will begin providing the approved Service(s) within ten (10) business days after notice from UCSS. LIFESTATION agrees to notify UCSS when its equipment has been delivered, installed, and is fully operational. UCSS will not pay for additional Service(s) to any Client without prior written approval from UCSS. Further, LIFESTATION shall not bill UCSS for unapproved services. When Service(s) to a client is discontinued, LIFESTATION will pick up the equipment up on request. UCSS will not pay for any Service(s) to any Client not specifically approved in advance by UCSS. UCSS will not pay for any Service to any Client after UCSS gives LIFESTATION notice to terminate that Service. LIFESTATION agrees that if it delivers and installs a Service within the last five (5) calendar days of a month, fees for that Service will not begin until the following month. LIFESTATION agrees that if UCSS gives notice to terminate a Service within the first five calendar days of a month, the fees due for that Service shall end as of the previous month. UCSS will not pay for additional services to any Client without prior written approval from the Service Coordinator or the Deputy Director of UCSS.

SERVICE DESCRIPTION	RATE
Emergency Response Systems	See exhibit A

The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by UCSS for performance of services by LIFESTATION. LIFESTATION shall not charge or solicit any additional fees from Clients referred for Services purchased under the terms of this contract. Exhibit B lists the duties and responsibilities of services.

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- (6.) **Payment for Purchased Services.** Within ten (10) days after the end of each month, LIFESTATION shall submit an invoice to UCSS for services rendered to Clients during the preceding month. Each invoice shall include the following information: the names of the Clients served; a brief description detailing the service provided to each Client; the dates the services were provided; and the amount claimed based upon the unit rate for each service identified in this Contract. For each time LIFESTATION delivers a Service, a LIFESTATION employee must obtain the signature from the Client or the Client's representative.

UCSS shall review the invoices submitted for completeness and necessary information. UCSS will pay an invoice within thirty days after the invoice is complete and accurate. Invoiced amounts are subject to adjustment by UCSS before payment to adjust for mathematical errors, incorrect rates, or non-covered services. Paid invoices are subject to audit by appropriate local, state, and federal officials. UCSS shall be responsible for paying LIFESTATION for services authorized by UCSS and confirmed by the signature of the Client or the Client's representative. UCSS shall be responsible for collecting the Cost-Share Payment from the Client.

- (7.) **Licensing and Compliance:** For every Service listed, LIFESTATION agrees to be responsible for all required licenses, training and credentials required by the State of Ohio for its staff providing the particular Service. Further, LIFESTATION agrees to maintain compliance with Title III conditions of participation and service specifications for supportive services as outlined in Exhibit B.
- (8.) **Duplicate Billings:** LIFESTATION warrants those billings for services provided to UCSS requesting payment shall be for actual services rendered to eligible individuals. Further, LIFESTATION warrants that the claims for payment do not duplicate claims made by LIFESTATION to other sources of funds for the same services provided to eligible individuals.
- (9.) **Eligibility for Services/Referral Procedure:** Eligibility of individuals to receive services shall be determined by UCSS in accordance with its rules and regulations established by federal and state program rules and refer those eligible individuals to LIFESTATION. The Contract does not authorize or request services for any individual in contravention of any Federal or State provision.

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(10.) **Independent Contractor Status:** LIFESTATION understands that as a contractor it is considered self-employed or an independent contractor and therefore, is not an employee, agent, or representative of the UCSS, the Board of Union County Commissioners or Union County, Ohio. As an employer, LIFESTATION understands that it is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:

- A. Reporting earned income for services for income tax purposes.
- B. Paying social security.
- C. Establishing a retirement plan, if desired.
- D. Purchasing liability, hospitalization, and other insurance coverage, if desired for the employees of LIFESTATION.
- E. Paying of worker compensation, as required by law.

LIFESTATION has the right to set its own hours and locations of service, and to determine the method and timeline for service delivery.

(11.) **Financial Records:** LIFESTATION shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, local and UCSS personnel.

(12.) **Availability and Retention of Records:** LIFESTATION shall maintain and preserve all financial, eligibility determination records, and service delivery documentation records related to this contract including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of the final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by UCSS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, LIFESTATION

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shall retain the records until completion of the action and all issues from it or until the end of the three-year period, whichever is later.

- (13.) **Responsibility for Audit:** LIFESTATION agrees, if required by UCSS, on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to UCSS.
- (14.) **Responsibility for Audit Exceptions:** LIFESTATION agrees to accept responsibility for receiving, replying to, making repayment for, and/or complying with any audit exception by appropriate local, state or federal audit related to the provisions of this Contract. In addition, LIFESTATION agrees:
- A. To pay UCSS the full amount of payment received for services not covered by LIFESTATION's contract.
 - B. To pay UCSS the full amount of payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.
 - C. LIFESTATION is not required to repay overpayment caused by the negotiated rate being in excess of LIFESTATION's costs unless that rate was based upon non-allowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which LIFESTATION did not secure; or the Contract was negotiated on a cost reimbursable basis.
 - D. As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms, or perpetuates a false impression as to law, value, state of mind, or other objective or subjective fact.
- (15.) **Confidentiality:** LIFESTATION will comply with applicable HIPAA regulations, as amended. All information passing between LIFESTATION, its employees, agents and UCSS, its members, employees and/or agents in providing Services under this Contract shall be strictly confidential. LIFESTATION agrees that the use or disclosure by any party of any information concerning Clients for any purpose not directly related with the administration of the responsibilities of UCSS or LIFESTATION with respect

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to the Services is prohibited except upon the written consent of the Client or his/her responsible guardian.

- (16.) **Entire Agreement; Termination of Agreement**: This Contract sets forth the entire agreement between the parties and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement.

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- A. **Termination by Agreement**: In the event that LIFESTATION and UCSS mutually agree to terminate this contract in writing, this contract shall be terminated on the terms and date stipulated.
- B. **Termination upon Breach**: If either Party (i) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (ii) such breach or default continues for a period of fifteen (15) days after notice by the other Party reasonably detailing such breach or default, then (iii) the non-breaching or non-defaulting Party shall have the right to terminate this contract, with immediate effect, by giving written notice to the breaching or defaulting Party.
- (17.) **Insurance and Indemnification**: LIFESTATION will hold UCSS, Union County, its elected officials, officers, employees and agents harmless against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement and indemnify the same. LIFESTATION 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. LIFESTATION shall provide UCSS 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.

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

- (18.) **Compliance with Federal, State and Local Law**: LIFESTATION and UCSS agree to perform their respective obligations in conformity with and in compliance with state, federal, and local regulations, which govern the

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provision of services to the UCSS or its designees. Any party found to be noncompliant may be subject to investigation and termination of this Contract.

LIFESTATION certifies 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, and that LIFESTATION is not disqualified from being awarded this contract pursuant to law.

- (19.) **Notices:** Any notice required or permitted to be given to a party under the provisions of this Contract shall be deemed given if mailed by certified United States mail, return receipt requested, to the address of each party set forth at the beginning of this Contract.
- (20.) **Validity of Provisions:** In the event any provision of this Agreement 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 Agreement. 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.
- (21.) **General Provisions:** UCSS and LIFESTATION agree that in the performance of this agreement, there shall be no discrimination against any client or any employee because of race, color, gender, religion, age, national origin, or disability or any other factor specified in Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations thereto; the Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981, where applicable; and the Americans with Disabilities Act of 1990.
- (22.) **Conflict of Interest:** This Contract in no way precludes, prevents, or restricts the LIFESTATION from obtaining and working under additional contractual arrangements with other parties in addition to UCSS, assuming that the contractual work in no way impedes LIFESTATION's ability to perform the services required under this contract. LIFESTATION agrees that at the time of entering into this contract, it has no interest in, nor shall it acquire any interest, either direct or indirect, in any contract which will impede its ability to perform the services under this Contract.

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LIFESTATION further agrees that there is no financial interest on the part of any UCSS employee involved in the development of specifications or the negotiations of this Contract. LIFESTATION has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a UCSS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

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

- (23.) **Cooperation with Child Support:** LIFESTATION agrees to cooperate with UCDFJFS and any Child Support Enforcement Agency (CSEA) in ensuring LIFESTATION or the employees of LIFESTATION meet child support obligations established under state or federal law. Further, by executing the Contract, LIFESTATION 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.
- (24.) **No Assignment or Subcontracting:** No party shall assign this contract or any right or obligation of this contract, by operation of law or otherwise. LIFESTATION shall not subcontract any Services without the prior written consent of UCSS and subject to such additional terms, including adjustments to billing rates, as UCSS shall reasonably request.
- (25.) **Signatures; Counterparts:** This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement 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.
- (26.) **Authority to Sign; No Conflicts or Violations.** Each party represents to the other that: each person signing this Agreement has authority to enter into the Agreement; that the signing, delivery, and performance of this Agreement has been properly and validly authorized; and this Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

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Each party further represents to the other that: the signing, delivery, and performance of this Agreement will not result in any violation of the party's organic organizational documents; a violation of a law, judgment, or order applicable to the party; or conflict with or result in a breach of, or constitute a default, or give rise to any right of termination, acceleration or cancellation under any material contract.

(27.) This Agreement may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all the parties to the agreement.

WITNESS our agreement with the terms and conditions of this Contract on the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this Contract.

LIFESTATION, INC.

 1/12/2026
Mark Pezold, Sr. Vice President Date


UNION COUNTY SENIOR SERVICES

 1/20/26
Sue Ware, Human Services Director Date

UNION COUNTY ADMINISTRATOR

 2-18-26
Bill Narducci Date

Approved as to form:

 Digitally signed by Samantha M. Hobbs
Date: 2026.01.06 14:14:52 -05'00'
Samantha Hobbs, Union County Asst. Pros. Atty. Date

C.J. 2026
20-0101A
Date 2/18/2026 Page 9 of 13

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Exhibit A

Product Costs				
GPS	GPS	GPS	In-Home – Cellular	In-Home – Landline
Sidekick Smartwatch	Sidekick Mobile	Spanish Pearl	Sidekick Home	Sidekick Home
\$24.00 (Monthly)	\$24.00 (Monthly)	\$24.00 (Monthly)	\$24.00 (Monthly)	\$18.00 (Monthly)
Fall Detection \$0.00	Fall Detection \$0.00	Fall Detection \$0.00	Fall Detection \$0.00	Fall Detection \$0.00
			Extra Pendant \$0.00	Extra Pendant \$0.00
			Lockbox \$0.00	Lockbox \$0.00

Exhibit B

EMERGENCY RESPONSE SYSTEMS

1.0 Definition

The Emergency Response Systems (ERS) service monitors client safety and provide client access to emergency services through the provision of an electronic communication system.

2.0 Unit of Service

- 2.1 A unit of service is one month of rental for an Emergency Response System.
 - a) Fifteen or less service days in a month is one half unit.
 - b) Sixteen or more service days in a month is one unit.
- 2.2 The unit rate shall include administration, installation, documentation, travel time and maintenance time/fees.

3.0 ERS Unit Requirements

The Provider shall provide documentation that may include manufacturer's specifications, installation instructions, training manuals, compliance with industry standards showing the Emergency Response System and activating devices meet these requirements:

- 3.1 ERS services shall be capable of being activated by a remote wireless device and be alerted to the client's primary telephone line, and the provider shall

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- ensure the client has hands-free, voice-to-voice communication with the response center.
- 3.2 ERS devices shall be tested and listed and meet Underwriters Laboratories (UL) safety standards 1637, specification for Home Health Signaling Equipment.
- 3.3 The provider shall provide a variety of remote activating devices for clients with special needs.
- 3.4 ERS services must be usable by visually and hearing-impaired clients and the home ERS equipment must give visual and audible indications of alarm activation.
- 3.5 The Provider is responsible for the cost of any damage incurred to the client's home if there is forced entry into the home due to unit malfunction.
- 3.6 ERS devices shall be waterproof, wearable, and usable by the client.
- 3.7 The ERS unit shall dial a toll-free number to contact the primary or back-up response center.
- 3.8 The ERS unit shall provide uninterrupted functionality.
- 3.9 The ERS unit shall be able to self-disable and redial the primary or back up monitoring site without the client resetting the system.
- 3.10 A microphone and speaker in the ERS unit shall ensure effective two-way voice communication.
- 3.11 The ERS unit shall be installed into the client's functioning primary telephone line. The unit must be compatible with a rotary or touch-tone telephone.
- 3.12 The provider shall provide a replacement ERS unit or activating device to the client within 24 hours of notification of system malfunction.
- 3.13 The provider may provide updated equipment to all clients as it becomes available on the market. The provider shall:
- a) Give UCSS the manufacturer's specifications of the ERS units or activating devices to obtain approval of the change in equipment
 - b) Notify the client/caregiver and UCSS case manager of the change in equipment
- 3.14 If the provider offers monitored smoke detectors in their service provision, the Provider agency and installers of smoke detectors must be certified by the State Fire Marshall.
- 3.15 If an ERS unit or its activating device is lost, the Provider shall make sure UCSS may purchase replacement equipment at cost. Providers shall submit current equipment replacement costs during the Invitation to Bid, on ERS Bidder's Response Form. The Provider shall bill UCSS for any lost equipment via Invoice within 30 days of reported loss.
- 4.0 Response Requirements

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- 4.1 The Provider shall provide evidence that the response center which receives and responds to the ERS signal is staffed 24-hours per day, three hundred sixty-five (365) days per year.
- 4.2 The Provider shall provide evidence that the response center maintains the monitoring capacity to respond to all incoming emergency signals.
- 4.3 The provider shall provide evidence that the response center has back-up monitoring capacity. The back-up shall handle all monitoring functions and all incoming emergency signals if the primary system cannot handle incoming emergency signals.
- 4.4 The provider shall provide evidence that when the response center receives an emergency signal from the ERS unit, the center staff shall respond to the emergency signal within sixty (60) seconds.

5.0 Provider Duties and Responsibilities

- 5.1 The Provider shall maintain documentation of monthly testing of all ERS units. The monthly testing requirement can be met by a monthly call placed to the client, or documentation of automatic testing by the ERS unit to the response center.
- 5.2 The Provider shall provide education and assistance to evaluate and/or adjust the ERS device, or to instruct clients and caregivers in using ERS devices at the time of installation, or after installation upon request from a client, caregiver or UCSS.
- 5.3 The Provider shall maintain individual client records that document:
 - a) Delivery and installation date of the ERS unit and activating device, including client (or caregiver) signature verifying service delivery.
 - b) All client/responder contacts
 - c) A current list of client/responder contacts that is verified and/or updated at least every six months
- 5.4 If the client has activated the emergency signal and needs emergency assistance, the Provider shall tell the UCSS case manager if the responder is contacted as soon as possible during normal business hours. If an emergency occurs after normal business hours, the Provider shall notify the UCSS case manager via phone, fax or e-mail the next working day. The notification should include whether:
 - a) the client was at home
 - b) there was forced entry into the home
 - c) the emergency contact was notified
 - d) the client was transported and where (if available)
 - e) the client's home was secured (if available)

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- 5.5 The Provider shall notify the UCSS case manager within two working days if the client requests to have the unit removed, or if the client reports lost or damaged equipment.
- 5.6 The Provider shall notify the UCSS case manager of the initial installation date, within 5 working days of the installation.
- 5.7 The Provider shall notify the UCSS case manager if the unit cannot be installed within 5 days of the date installation was authorized.
- 5.8 The Provider shall retrieve all ERS equipment from client's home within 7 working days from disenrollment by the UCSS Case Manager.
- 5.9 The Provider shall not install a cellular ERS unit when a client has a land line that will accommodate a standard ERS unit.
- 5.10 The Provider shall supply the client/caregiver with a 24-hour, toll free telephone number for service and repairs. This number shall be displayed prominently on the ERS base unit.

6.0 Summary of Required Documentation

Required Documentation	Due Date	Remarks
Record of service delivery, including client orientation to the system, and installation date of the ERS Unit.	Within 5 days of authorization date	Provider must maintain original documentation in client record
Record of retrieval of equipment from client's home	Within 7 days of disenrollment date.	Provider must maintain original documentation in client record.
Case log documenting client and responder contacts.	As needed	Provider must maintain original documentation in client record
Record of monthly testing.	Monthly	Provider must maintain original documentation in client record
Record of client emergency contacts (responders) and documentation of semi-annual updates/	Verified and updated every six months	Provider must maintain original documentation in client record

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ADMINISTRATOR ACTION NO. 26-020A:

Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Agency Transportation Services (UCATS) and Memorial Hospital of Union County (Memorial)

County Administrator Bill Narducci approved the Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Agency Transportation Services (UCATS) and Memorial Hospital of Union County (Memorial).

UNION COUNTY AGENCY TRANSPORTATION SERVICE (UCATS)

VENDOR AGREEMENT

This Agreement is entered into effective the 1st day of January, 2026 by and between the BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO on behalf of the UNION COUNTY AGENCY TRANSPORTATION SERVICES (UCATS), with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and MEMORIAL HOSPITAL OF UNION COUNTY, (Memorial), with an address of 500 London Avenue, Marysville, Ohio 43040.

In consideration of the mutual benefits accruing to each party, Memorial and UCATS hereby agree as follows:

- (1). **Purchase of Services:** Subject to the terms and conditions set forth in this Agreement, UCATS agrees to furnish, and Memorial agrees to purchase transportation services for its patients and others.
- (2). **Term of the Agreement:** The term of this Agreement begins January 1, 2026, and ends December 31, 2026, inclusive, unless otherwise terminated pursuant to the terms of this agreement.
- (3). **Scope of Services:** UCATS agrees to provide the following services to Memorial.
 - A. Van transportation service, to include curb to curb service for discharged patients and medical appointments of Memorial.
 - B. Transportation is only offered during operating hours of UCATS, which is currently Monday through Friday from 8:00 AM to 4:30 PM. UCATS will not provide transportation services on Saturday, Sunday, any day listed on Exhibit 1, or on any other day when Union County offices are not open for business. UCATS will give Memorial as much notice as possible of non-legal holidays when there will be no service.
 - C. Memorial may request UCATS to use an alternate vehicle. Use of an alternate vehicle is subject to availability.
 - D. UCATS will transport one or more people accompanying a Passenger at no additional charge, subject to space availability as determined by the Driver.
- (4). **Rate for Purchased Services**
 - A. Services will be billed at a unit rate of \$13.08; a unit will be one (1) mile. All transportation mileage will be charged from Memorial's place of business to the designated destination.
 - B. In case of a "No Show," the charge will be the unit rate for a round trip from the UCATS vehicle lot (18000 State Route 4, Marysville) to the pick-up address. A No

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Show is defined as any scheduled passenger who is not at an appointed location at the scheduled time of pick-up or any rider who fails to go for whatever reason. A scheduled passenger will be considered a No Show five (5) minutes after the scheduled pickup time. Scheduled trips must be cancelled at least one (1) hour before the scheduled pickup time to avoid a No-Show charge.

(5). **Payment for Purchased Services**

- A. Within fifteen (15) days at the end of each month, UCATS shall submit an invoice to Memorial for services rendered during the preceding month. The invoices shall include the names of the people transported, the date of the service, the destination of each person transported, the trip distance rounded to one-tenth (0.1) mile, and the amount due based on the unit rate.
- B. Payment for each month's invoice is due within 45 days of the invoice date. If this payment is not received, UCATS reserves the right to suspend service until the amount due is paid in full.
- C. UCAT warrants that billings for services provided to Memorial shall be for actual services rendered. Further, UCATS warrants that the claims for payment do not duplicate claims by UCATS to other sources of funds for the same services provided to eligible individuals.
- D. The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by Memorial for performance of services by UCATS. No additional fees will be charged to eligible individuals referred for services purchased under the terms of this contract unless otherwise authorized by Memorial.
- E. The reported expenditures are subject to audit by appropriate local, state and federal officials after each payment is made.

(6). **Eligibility for Services/Referral Procedure:** One of Memorial's staff members must authorize all transportation. Memorial will provide transportation information to UCATS, which will include name, address, and telephone number of authorized participants, appointment times, pickup point, destination, and any special considerations. If it becomes necessary for Memorial to cancel scheduled transportation, Memorial agrees to do so far in advance as possible.

UCATS reserves the right to refuse transportation to any individual whose behavior creates an unsafe environment for other individuals or the UCATS driver.

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(7). **Insurance:** UCATS, as a Union County entity, has insurance satisfactory to Memorial and no further insurance is necessary.

(8). **Entire Agreement; Termination of Agreement:** This contract states the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not contained in this contract. This contract may be terminated by Memorial or UCATS upon written notice provided to the other party with a minimum of seven (7) calendar days in advance of the termination. Failure to honor the terms of this contract and/or related state, federal or local regulations shall result in the immediate termination of this contract after written notice is provided to the party who is noncompliant.

(9). **Confidentiality:** All health or other personal information about transportation clients disclosed by either party shall be kept strictly confidential by the non-disclosing party as allowed by law.

(10). **Notices:** Any notice required or permitted to be given to a party under the provisions of this contract shall be deemed given if mailed by certified or registered United States mail, return receipt requested, to the address of each party set forth at the beginning of this contract.

(11). **Validity of Provisions:** In the event any provision of this contract is determined to be invalid, void, or otherwise enforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision of this Agreement. This Agreement and its terms and conditions shall be governed by the laws of the State of Ohio.

(12). **General Provisions:** Memorial agrees that in the performance of this contract, there shall be no discrimination against any individual or any employee because of race, color, gender, religion, age, national origin, or disability as specified in the Civil Rights Act of 1964 and subsequent contracts. It is further agreed that Memorial will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and the method of appeal will be made available to all people served under this contract.

Memorial understands this written agreement supersedes all oral agreements.

This contract may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all the parties to the agreement. UCATS understands that this written agreement supersedes all oral agreements. This agreement shall also be governed by the State of Ohio.

(13). **Record Retention:** Both parties agree to keep records pertaining to this agreement for three (3) years. If either Memorial or UCATS is audited or investigated regarding services

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provided under this Agreement, each Party agrees to cooperate and provide to the other any books, documents or records relevant to this Agreement.

WITNESS our agreement with the terms and conditions of this contract as of the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this contract.

UNION COUNTY AGENCY TRANSPORTATION SERVICE

_____	_____
Sue Ware, Human Services Director	Date

MEMORIAL HOSPITAL OF UNION COUNTY


_____	_____
Olas A. (Chip) Hubbs, III, President/CEO	Date

UNION COUNTY ADMINISTRATOR

	<u>2-18-26</u>
Bill Narducci	Date

Approved as to form:

UNION COUNTY PROSECUTOR'S OFFICE

	Digitally signed by Samantha M. Hobbs Date: 2025.11.24 09:45:58 -05'00'
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Samantha M. Hobbs, Asst. Pros. Atty.	Date
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EXHIBIT 1

HOLIDAYS FOR UNION COUNTY AGENCY TRANSPORTATION SERVICE (UCATS) FOR
CALENDAR YEAR 2026

The below listed dates are the holidays that UCATS will be closed.

New Year's Day – January 1, 2026

Martin Luther King Day – January 19, 2026

President's Day – February 16, 2026

Memorial Day – May 25, 2026

Juneteenth – June 19, 2026

Independence Day – observed July 3, 2026

Labor Day – September 7, 2026

Columbus Day – October 12, 2026

Veterans Day – November 11, 2026

Thanksgiving Day – November 26, 2026

Day after Thanksgiving – November 27, 2026

Christmas Day – December 25, 2026

The below listed days are training days, UCATS will be closed for half day. These dates are
subject to change.

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EXHIBIT 2

REFERRAL PROCESS

Memorial will determine eligibility and refer eligible participants to UCATS. A Memorial staff member must authorize all transportation.

Memorial will provide transportation information to UCATS, which will include name, address, and phone number of authorized passengers, appointment times, pickup point, destination, and any special considerations.

If necessary for Memorial to cancel scheduled transportation, this will be done as far in advance as possible.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

ADMINISTRATOR ACTION NO. 26-021A:

Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Senior Services and The Salvation Army (Salvation Army)

County Administrator Bill Narducci approved the Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Senior Services and The Salvation Army (Salvation Army).

Union County Senior Services Vendor Agreement

This Agreement is entered into between the BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO on behalf of the UNION COUNTY SENIOR SERVICES (UCSS) with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040 and THE SALVATION ARMY (SALVATION ARMY), with an address of 966 E. Main Street, Columbus, Ohio 43205.

In consideration of the mutual benefits accruing to each party, SALVATION ARMY and UCSS hereby agree as follows:

1. Purchase of Services.

Subject to the terms and conditions set forth in this Agreement, UCSS agrees to purchase, and SALVATION ARMY agrees to furnish the below listed services to eligible individuals (Seniors) as determined by UCSS:

- Rental/mortgage assistance;
- Utility assistance;
- Budget Counseling;
- Home repair;
- Home weatherization;
- Air quality improvement, including maintenance and improvements to residential filtration and indoor heating, ventilation, and air conditioning (HVAC) systems;
- Programs or services to support long-term housing security; and/or,
- Assistance in accessing and/or applying for public benefits or services, such as Home Energy Assistance Program (HEAP).

2. Agreement Term and Conditions.

SALVATION ARMY understands that services will be provided from January 1, 2026, through December 31, 2026, inclusive, unless otherwise terminated pursuant to the terms of this agreement.

3. Availability of Funds.

The total dollar value of this Agreement may not exceed \$20,000 unless otherwise amended. Payment for all services provided under this Agreement is contingent upon the availability of, and will not exceed the total of local funds as follows:

- Local Funds: Senior Sales Tax Levy in the amount of \$20,000
 - Up to \$3,000 allocated towards staff salaries
 - Up to \$17,000 allocated towards direct client assistance.

If State and/or Local reimbursement is no longer available to UCSS, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that reimbursement is no longer available, or later, as otherwise stipulated by UCSS.

4. Limitations.

SALVATION ARMY agrees that (1) Any costs incurred under this Agreement will not be allowable or included as a cost of any other federally financed program in either the current or prior period; (2) Claims made to UCSS for payment of purchased services shall be for actual services rendered to Seniors and do not duplicate claims made by SALVATION ARMY to other sources of funds for the same services; and (3) Rates charged under this agreement do not exceed the rates charged to other individuals or organizations for the same services.

5. Cost and Delivery of Purchased Services.

Subject to the limitations specified in Paragraph Three (3) above, the amount paid for such purchased services will be described in the quarterly invoice to UCSS. Examples include the number of Seniors serviced, cost of rent and utility payments, and cost coordinator (source documents to include time allocated to program and payroll documentation).

The compensation shall constitute the sole and exclusive consideration offered or furnished by UCSS for the performance of services by SALVATION ARMY. UCSS shall make no payments on behalf of SALVATION ARMY into any fringe benefit program nor withhold any money from SALVATION ARMY compensation for any federal, state, or local taxes, or for any other purpose. SALVATION ARMY shall be responsible for payment of all federal, social security, worker's compensation, unemployment compensation, Medicare, and/or any other state or federal withholdings associated with this Agreement.

SALVATION ARMY will charge no additional fees to Seniors referred for services provided under this Agreement, unless otherwise authorized by UCSS.

6. Payment for Purchased Services.

Within ten (10) days of the end of each quarter, SALVATION ARMY shall submit an invoice to UCSS for services rendered to Seniors during the preceding three (3) months. The invoice shall include the names of the persons served, the number of units provided, and the amount claimed based upon the negotiated unit rate for each service covered in this Agreement.

UCSS shall review the invoices submitted for completeness and required information before making payment within thirty (30) days after the receipt of an accurate invoice.

Reported expenditures submitted are subject to adjustment by UCSS before payment is made to adjust for mathematical errors, incorrect rates, or non-covered services as agreed by SALVATION ARMY. The reported expenditures are subject to audit by appropriate local, state, and federal officials after each payment is made.

7. Independent Contractor Status; Subcontracting

The relationship between SALVATION ARMY and UCSS is that of an independent contract. Nothing in this Agreement creates a partnership, joint venture, employee, agent, or any similar

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relationship between the parties. SALVATION ARMY has no authority to act as an agent of, represent or bind UCSS in any manner.

SALVATION ARMY is responsible for complying with the requirements and activities involved in the employment process. Such activities include, but are not limited to the following:

- Reporting earned income for services for income tax purposes
- Paying social security, mandatory Medicare, unemployment contributions and/or any other federal, state, or local taxes as required by law
- Establishing a retirement plan, if desired
- Purchasing liability, hospitalization, or other insurance coverage, if desired
- Paying worker's compensation, as required by law

SALVATION ARMY will earn no vacation, retirement, or sick leave credit, nor any other benefits extending to employees of UCSS. Subject providing the services that are the subject of this Agreement, SALVATION ARMY has the right to determine its own hours, the method, and means to determine timelines for service delivery. SALVATION ARMY shall now employ subcontractors to provide services under this Agreement unless specifically agreed to in writing by UCSS.

8. Eligibility for Services/Referral Procedure

UCSS shall determine eligibility for all clients requesting service under this Agreement. The Agreement shall not authorize services for any individual in contravention of any State or Local provision.

If UCSS erroneously authorizes services for a Senior, UCSS will, nevertheless, pay SALVATION ARMY for the services rendered to the Senior. However, if the erroneous authorization is due to information about the Senior provided by SALVATION ARMY, SALVATION ARMY is not entitled to any compensation for those services and shall disgorge any compensation received for those services.

SALVATION ARMY reserves the right to refuse services to any individual whose behavior creates an unsafe environment for other Seniors or the SALVATION ARMY staff.

9. Entire Agreement; Termination of Agreement

This Agreement states the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not in this Agreement. This Agreement may be terminated by SALVATION ARMY or UCSS upon written notice provided to the other party at least seven (7) calendar days before the date of termination. Failure to honor this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement after written notice is provided to the party who is noncompliant.

In addition, any loss of state and/or local funding or reimbursement to UCSS shall result in the immediate termination of this agreement on the date that state and/or federal funding or

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reimbursement is no longer available, or later, as otherwise stipulated by UCSS. UCSS shall notify SALVATION ARMY in writing as to the date that state and/or federal funding or reimbursement is no longer available to UCSS.

10. Compliance with Federal, State, and Local Law and Disclosure of Information

SALVATION ARMY agrees to maintain compliance with Federal, State, and Local regulations, which govern the provision of services to UCSS or its designees.

SALVATION ARMY agrees that the use or disclosure by any party of any information concerning qualified SALVATION ARMYs or Seniors for any purpose not directly connected to the delivery of purchased services is prohibited, except upon written consent of the Senior or their responsible parent or guardian.

SALVATION ARMY certifies that each individual identified in R.C. §3517.13(I) or R.C. §3517.13(J), as applicable, are in full compliance with the political contribution limitations in R.C. 3517.13, as amended from time to time.

SALVATION ARMY agrees that it will not use any payments under this Agreement for Lobbying, as defined in 49 CFR part 20. SALVATION ARMY will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. SALVATION ARMY shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels.

SALVATION ARMY warrants that it is not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement. SALVATION ARMY certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

SALVATION ARMY agrees that neither SALVATION ARMY nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of SALVATION ARMY or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person.

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SALVATION ARMY further agrees that neither SALVATION ARMY nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and SALVATION ARMY shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. SALVATION ARMY shall adopt a written non-discrimination policy which shall be distributed to each of SALVATION ARMY's providers, beneficiary, subcontractors and/or subrecipients.

SALVATION ARMY agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in the Title VI of the Civil Rights Act of 1964, as amended, and its regulations between SALVATION ARMY and SALVATION ARMY's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits SALVATION ARMY's of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

SALVATION ARMY agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 *et seq.* and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 *et seq.*, and the Department of Aging's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 *et seq.*

SALVATION ARMY certify they understand federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. SALVATION ARMY certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. SALVATION ARMY shall immediately disclose in writing to UCSS any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or

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involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless UCSS determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

SALVATION ARMY shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property.

SALVATION ARMY shall notify UCSS, in the event a legal action is initiated by a consumer or other third-party against SALVATION ARMY and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action. SALVATION ARMY shall comply with the Trafficking Victims Protection Act in all respects. SALVATION ARMY certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and SALVATION ARMY shall immediately repay any and all funds received under the Agreement;

SALVATION ARMY affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;

SALVATION ARMY shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of UCSS. Any assignment or delegation not consented to by UCSS may be deemed void;

SALVATION ARMY certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein.

SALVATION ARMY certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by SALVATION ARMY on the performance of the work authorized by this Agreement.

SALVATION ARMY agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of UCSS or Union County by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from UCSS or Union County to any public employee retirement system as a result of this Agreement;

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SALVATION ARMY certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;

SALVATION ARMY covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; 2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and 3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and SALVATION ARMY covenants that it has made no false statements in the process of obtaining a grant of funds. IF SALVATION ARMY has knowingly made a false statement to obtain a grant of funds, SALVATION ARMY shall be required to return all funds to UCSS immediately.

11. Notices

Any notice required or permitted to be given to a party under this Agreement shall be deemed given if mailed by certified or registered United States mail, return receipt requested, to the address of each party at the beginning of this Agreement.

12. Validity of Provisions

If any provision of this Agreement is determined to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provisions, or any other provisions of this Agreement.

This Contract and its terms and conditions shall be governed by the laws of the State of Ohio.

13. General Provisions

SALVATION ARMY agrees that in the performance of this agreement, to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1978 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and the Department of Health and Human Services; Department of Justice Enforcement Guidelines 28 CFR 50.3 and 42; and the Department of Agriculture, Food, and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability, or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS.

Ensure that the funds paid under this contract are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements, and restrictions applicable to the duties established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.

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This Agreement may be amended or modified up the agreement of the parties, only if the amendment or modification is in writing and signed by all the parties to the agreement. This written agreement supersedes all oral agreements. This Agreement shall also be governed by the laws of the State of Ohio.

Executive Orders: SALVATION ARMY affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both SALVATION ARMY and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in Attachment A.

Confidentiality of Information: SALVATION ARMY shall not use any information, systems, or records made available to SALVATION ARMY for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, SALVATION ARMY specifically agrees to be bound by the same standards of confidentiality that apply to the employees of UCSS. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by SALVATION ARMY for the work under this Agreement. SALVATION ARMY specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. SALVATION ARMY is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, SALVATION ARMY agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Whistleblower Provisions: The terms of 48 CFR 3.908 apply to this Agreement. SALVATION ARMY shall not discharge, demote, discipline or otherwise discriminate against any employee of SALVATION ARMY as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of Ohio Department of Aging or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the SALVATION ARMY and its staff. SALVATION ARMY shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.

Records: UCSS and SALVATION ARMY agree compliance to submit program and financial information is critical to this Agreement. Therefore, SALVATION ARMY shall provide such

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information as requested by UCSS within ten (10) business days of receipt of UCSS's request and that failure of the SALVATION ARMY to comply with this provision could result in immediate suspension of payments or termination of this Agreement by UCSS. UCSS and SALVATION ARMY agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), SALVATION ARMY shall adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by SALVATION ARMY. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), SALVATION ARMY shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

Environmental: SALVATION ARMY shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671c) and Federal Water Pollution Control Act (3 USC 1251-1387). SALVATION ARMY shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

EEO: SALVATION ARMY shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.

ADA: SALVATION ARMY shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).

Force Majeure: Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

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- Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- Provide detailed information of the force majeure event; and,
- Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

14. Insurance and Indemnification

SALVATION ARMY shall obtain and maintain all required licenses, training, and credentials of its staff, as well as licensing, registrations, and insuring of the vehicles involved with the service at their own expense.

SALVATION ARMY shall obtain and maintain while this Agreement is in effect commercial general liability insurance, including automobile liability coverage with limits of liability in commercially reasonable amounts.

SALVATION ARMY represents and warrants it has obtained and will maintain Workers' Compensation coverage as required by Ohio law while this Agreement is in effect. In addition, SALVATION ARMY agrees to indemnify and hold harmless UCSS and Union County, its agents, and employees from any and all losses, claims, damages, lawsuits, costs, judgements, expenses, or any other liabilities which may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, cause in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

WITNESS, our agreement with the terms and conditions of this agreement by our signatures below as the authorized representative signatory of each of the respective entities to this agreement.

Union County Senior Services

Sue Ware, Human Services Director

The Salvation Army



Ayana M. Vasquez, Secretary

Union County Assistant Prosecuting Attorney

Thayne D Gray, Asst Pros Atty Nov 20, 2025

Union County Administrator

Bill Narducci

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- Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- Provide detailed information of the force majeure event; and,
- Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

14. Insurance and Indemnification

SALVATION ARMY shall obtain and maintain all required licenses, training, and credentials of its staff, as well as licensing, registrations, and insuring of the vehicles involved with the service at their own expense.

SALVATION ARMY shall obtain and maintain while this Agreement is in effect commercial general liability insurance, including automobile liability coverage with limits of liability in commercially reasonable amounts.

SALVATION ARMY represents and warrants it has obtained and will maintain Workers' Compensation coverage as required by Ohio law while this Agreement is in effect. In addition, SALVATION ARMY agrees to indemnify and hold harmless UCSS and Union County, its agents, and employees from any and all losses, claims, damages, lawsuits, costs, judgements, expenses, or any other liabilities which may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, cause in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

WITNESS, our agreement with the terms and conditions of this agreement by our signatures below as the authorized representative signatory of each of the respective entities to this agreement.

Union County Senior Services

The Salvation Army


Sue Ware, Human Services Director

Union County Assistant Prosecuting Attorney

Union County Administrator

Thayne D. Gray
Thayne D. Gray, Assl. Procs. Atty. Nov. 20, 2025


Bill Narducci

C.I. 2026
Date 2/18/2026

* * *

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ADMINISTRATOR ACTION NO. 26-022A:

Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Agency Transportation Services (UCATS) and Union County Veterans Service Commission and Office (Veterans Service Commission)

County Administrator Bill Narducci approved the Vendor Agreement Between the Board of County Commissioners On Behalf of the Union County Agency Transportation Services (UCATS) and Union County Veterans Service Commission and Office (Veterans Service Commission).

UNION COUNTY AGENCY TRANSPORTATION SERVICE (UCATS)

VENDOR AGREEMENT

This Agreement is entered into effective the 1st day of January, 2026 by and between the BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, OHIO on behalf of the UNION COUNTY AGENCY TRANSPORTATION SERVICES (UCATS), with an address of 940 London Avenue, Suite 1800, Marysville, Ohio 43040, and UNION COUNTY VETERANS SERVICE COMMISSION AND OFFICE, (Veterans Service Commission), with an address of 835 East 5th Street, Suite B, Marysville, Ohio 43040.

In consideration of the mutual benefits accruing to each party, Veterans Service Commission and UCATS hereby agree as follows:

(1). **Purchase of Services:** Subject to the terms and conditions set forth in this Agreement, UCATS agrees to furnish, and Veterans Service Commission agrees to purchase transportation services for its patients and others.

(2). **Term of the Agreement:** The term of this Agreement begins January 1, 2026, and ends December 31, 2026, inclusive, unless otherwise terminated pursuant to the terms of this agreement.

(3). **Scope of Services:** UCATS agrees to provide the following services to Veterans Service Commission.

- A. Van transportation service, to include curb to curb service for discharged patients and medical appointments of Veterans Service Commission.
- B. Transportation is only offered during operating hours of UCATS, which is currently Monday through Friday from 8:00 AM to 4:30 PM. UCATS will not provide transportation services on Saturday, Sunday, any day listed on Exhibit 1, or on any other day when Union County offices are not open for business. UCATS will give Veterans Service Commission as much notice as possible of non-legal holidays when there will be no service.
- C. Veterans Service Commission may request UCATS to use an alternate vehicle. Use of an alternate vehicle is subject to availability.
- D. UCATS will transport one or more people accompanying a Passenger at no additional charge, subject to space availability as determined by the Driver.

(4). **Rate for Purchased Services**

- A. Services will be billed at a unit rate of \$13.08; a unit will be one (1) mile. All transportation mileage will be charged from Veterans Service Commission's place of business to the designated destination.

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- B. In case of a "No Show," the charge will be the unit rate for a round trip from the UCATS vehicle lot (18000 State Route 4, Marysville) to the pick-up address. A No Show is defined as any scheduled passenger who is not at an appointed location at the scheduled time of pick-up or any rider who fails to go for whatever reason. A scheduled passenger will be considered a No Show five (5) minutes after the scheduled pickup time. Scheduled trips must be cancelled at least one (1) hour before the scheduled pickup time to avoid a No-Show charge.

(5). **Payment for Purchased Services**

- A. Within fifteen (15) days at the end of each month, UCATS shall submit an invoice to Veterans Service Commission for services rendered during the preceding month. The invoices shall include the names of the people transported, the date of the service, the destination of each person transported, the trip distance rounded to one-tenth (0.1) mile, and the amount due based on the unit rate.
- B. Payment for each month's invoice is due within 45 days of the invoice date. If this payment is not received, UCATS reserves the right to suspend service until the amount due is paid in full.
- C. UCAT warrants that billings for services provided to Veterans Service Commission shall be for actual services rendered. Further, UCATS warrants that the claims for payment do not duplicate claims by UCATS to other sources of funds for the same services provided to eligible individuals.
- D. The compensation set forth in this section shall constitute the sole and exclusive consideration offered or furnished by Veterans Service Commission for performance of services by UCATS. No additional fees will be charged to eligible individuals referred for services purchased under the terms of this contract unless otherwise authorized by Veterans Service Commission.
- E. The reported expenditures are subject to audit by appropriate local, state and federal officials after each payment is made.

- (6). **Eligibility for Services/Referral Procedure:** One of Veterans Service Commission's staff members must authorize all transportation. Veterans Service Commission will provide transportation information to UCATS, which will include name, address, and telephone number of authorized participants, appointment times, pickup point, destination, and any special considerations. If it becomes necessary for Veterans Service Commission to cancel scheduled transportation, Veterans Service Commission agrees to do so far in advance as possible.

UCATS reserves the right to refuse transportation to any individual whose behavior creates an unsafe environment for other individuals or the UCATS driver.

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(7). **Insurance:** UCATS, as a Union County entity, has insurance satisfactory to Veterans Service Commission and no further insurance is necessary.

(8). **Entire Agreement; Termination of Agreement:** This contract states the entire agreement between the parties and neither party shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not contained in this contract. This contract may be terminated by Veterans Service Commission or UCATS upon written notice provided to the other party with a minimum of seven (7) calendar days in advance of the termination. Failure to honor the terms of this contract and/or related state, federal or local regulations shall result in the immediate termination of this contract after written notice is provided to the party who is noncompliant.

(9). **Confidentiality:** All health or other personal information about transportation clients disclosed by either party shall be kept strictly confidential by the non-disclosing party as allowed by law.

(10). **Notices:** Any notice required or permitted to be given to a party under the provisions of this contract shall be deemed given if mailed by certified or registered United States mail, return receipt requested, to the address of each party set forth at the beginning of this contract.

(11). **Validity of Provisions:** In the event any provision of this contract is determined to be invalid, void, or otherwise enforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision of this Agreement. This Agreement and its terms and conditions shall be governed by the laws of the State of Ohio.

(12). **General Provisions:** Veterans Service Commission agrees that in the performance of this contract, there shall be no discrimination against any individual or any employee because of race, color, gender, religion, age, national origin, or disability as specified in the Civil Rights Act of 1964 and subsequent contracts. It is further agreed that Veterans Service Commission will fully comply with all appropriate federal and state laws regarding such discrimination and the right to and the method of appeal will be made available to all people served under this contract.

Veterans Service Commission understands this written agreement supersedes all oral agreements.

This contract may be amended or modified upon the agreement of the parties only if the amendment or modification is in writing and signed by all the parties to the agreement.

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UCATS understands that this written agreement supersedes all oral agreements. This agreement shall also be governed by the State of Ohio.

(13). **Record Retention:** Both parties agree to keep records pertaining to this agreement for three (3) years. If either Veterans Service Commission or UCATS is audited or investigated regarding services provided under this Agreement, each Party agrees to cooperate and provide to the other any books, documents or records relevant to this Agreement.

WITNESS our agreement with the terms and conditions of this contract as of the date set forth above by our signatures below as the authorized representative signatory of each of the respective entities to this contract.

UNION COUNTY AGENCY TRANSPORTATION SERVICE

 1/6/26
Sue Ware, Human Services Director Date

VETERANS SERVICE COMMISSION AND OFFICE


 12-16-2025
Dale L. Barrow
Name: Date

UNION COUNTY ADMINISTRATOR

 2-18-26
Bill Narducci Date

Approved as to form:

UNION COUNTY ASSISTANT PROSECUTING ATTORNEY

 Digitally signed by Samantha M. Hobbs
Date: 2025.11.24 09:41:54 -05'00'
Samantha M. Hobbs, Asst. Pros. Atty Date

C.J. 2026
Case: 20-022A
Date: 2/18/2026

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EXHIBIT 1

HOLIDAYS FOR UNION COUNTY AGENCY TRANSPORTATION SERVICE (UCATS) FOR
CALENDAR YEAR 2026

The below listed dates are the holidays that UCATS will be closed.

New Year's Day – January 1, 2026

Martin Luther King Day – January 19, 2026

President's Day – February 16, 2026

Memorial Day – May 25, 2026

Juneteenth – June 19, 2026

Independence Day – observed July 3, 2026

Labor Day – September 7, 2026

Columbus Day – October 12, 2026

Veterans Day – November 11, 2026

Thanksgiving Day – November 26, 2026

Day after Thanksgiving – November 27, 2026

Christmas Day – December 25, 2026

The below listed days are training days, UCATS will be closed for half day. These dates are subject to change.

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EXHIBIT 2

REFERRAL PROCESS

Veterans Service Commission will determine eligibility and refer eligible participants to UCATS. A Veterans Service Commission staff member must authorize all transportation.

Veterans Service Commission will provide transportation information to UCATS, which will include name, address, and phone number of authorized passengers, appointment times, pickup point, destination, and any special considerations.

If necessary for Veterans Service Commission to cancel scheduled transportation, this will be done as far in advance as possible.

* * *

Engineer's Office Update – Jeff Stauch, Engineer

- The Engineer's Office has been waiting on the additional gas tax from the state, and it has been announced that no county will be receiving these funds. There was a miscommunication in the transportation budget language, and the office will need to do a budget amendment to reallocate funds. The paving projects this year will be very small, but there will still be chip seal projects and small bridge replacements.
- Commissioner McCarthy stated ODOT is saving money where they can and are no longer offering extensions on projects. Mr. Stauch stated some projects in the county are ODOT's responsibility, and they will complete them.
- The Annual Meeting with the Engineer's Office and all townships is Saturday, February 28 at London Avenue.
- Traffic on Industrial Parkway has been increasing, and the office is considering interconnecting the two signals on the road to help with the flow of traffic on peak hours. They will be using fiber to connect the two signals if they are able to.
- Construction on State Route 42 is continuing, and all northbound lanes are closed.
- Commissioner McCarthy asked how these lanes closures are being communicated to residents, and Mr. Stauch stated the office puts message boards out beforehand.
- Commissioner McCarthy stated residents in the area feel that there is a gap in information being relayed to them about road construction projects, and Mr. Stauch stated he can enlist the help of the Sheriff's Office to help with detours.
- They are finishing up the final submissions of 330 bridge inspections around the county.
- They have applied for the Ohio Public Works Commissions grant for the Sanders Road Bridge replacement. The city did not apply for this grant this year, so if they receive it, all funds can go to the County.
- Andrea Hodge has been working on speed limit changes on a couple roads around the county.
- They have hired a company to conduct a feasibility study on the garage facility.
- They have been reviewing multiple new development proposals and accompanying road work for these developments.

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Public Meeting on the Proposed Right of Way Permitting – In attendance were Jeff Stauch, Engineer, Josh Holtschulte, Design Engineer, Luke Sutton, Project Engineer, Andrea Hodge, Project Engineer, Shaun Bailey, resident, Shawn Miller, Spectrum, and Seth Lawhon, Columbia Gas.

Commissioner McCarthy opened the public meeting at 10:00 a.m.

Ms. Hodge made the following presentation:

Major Updates to the Union County Right -of -Way Permit Requirements

Presented to the Union County Board of Commissioners
February 2026



Public Service with integrity

Purpose

- Modernize Right-of-Way standards and requirements
- Establish clear installation standards to address increasing fiber optic and utility activity
- Protect County Infrastructure
- Improve contractor accountability and compliance

Performance Bond/Certified or Cashier's Check (Amount)

Single-Point Installations \$5,000	Lineal Projects up to half a mile \$10,000	Lineal Projects over half a mile \$15,000/Mile Prorated Rounded to the nearest \$100
--	--	--

Performance Bond/Certified or Cashier's Check (Filing & Duration)

Bond/Check Duration 3 Years After Project Completion	Single Annual Bond Option Allows one bond to cover multiple projects	As-built Requirement Bond/Check retained until approved
---	---	--

Permit Fee Schedule

Base Fee

Single -point installations or
lineal projects up to 1 mile

\$250

Lineal Projects over a mile

**\$300/additional
mile
Rounded up to
the next mile**

Road Crossings

Boring:
Additional fee
of
\$100/crossing

Open Cut:
Additional fee
of
\$400/crossing

Maintenance of Traffic Plan

- MOT Plan Submittal
- OMUTCD Compliance
- Right to Void Permit
- Project Equipment Placement
- Lane Closure Limits
- Emergency Work

Boring

Boring shall be the **required** method for installing underground utilities within the county right-of-way

Submittal Requirements

Complete Permit Application

Surety (Bond or Certified/Cashier's Check)

Certificate of Insurance

Complete Construction Plans

Complete Maintenance of Traffic Plans

Thank you for your time

* * *

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The following handout was also distributed during the public meeting:



County Engineer
Environmental Engineer
 233 W. Sixth Street
 Marysville, Ohio 43040
 P 937. 645. 3021
 F 937. 645. 3161

Building Department
 233 W. Sixth Street
 Marysville, Ohio 43040
 P 937. 645. 3018

Marysville Operations Facility
 16400 County Home Road
 Marysville, Ohio 43040
 P 937. 645. 3017
 F 937. 645. 3111

Richwood Outpost
 190 Beatty Avenue
 Richwood, Ohio 43344

www.unioncountyohio.gov/engineer

Public Service with integrity

Requirements for Work within Road Rights-of-Way in Union County

Effective Date: March 2, 2026

The requirements contained herein are established to provide for orderly and systematic use of the county and township road rights-of-way within Union County. The requirements are considered minimum requirements and may be exceeded as desired. The requirements apply to above-ground, at-ground, and underground work. All work within county and township road rights-of-way shall conform to these requirements, including, but not limited to, electric lines, telephone lines, cable TV lines, gas lines, fiber optic cable, petroleum lines, waterlines, sanitary sewers, driveways, driveway pipes, roadside pipes, storm sewers, agricultural drainage tiles, signs, mailboxes, trees, bushes, etc. The requirements are issued under the Sections 4933.01, .05; 5543.16; 5547.03, .04; and 5589.10, .31, .33 of the Ohio Revised Code. If, for any reason, any clause, sentence, paragraph, section, or other part of these regulations should be decided by a court of competent jurisdiction to be invalid, such judgment shall not affect the validity of these regulations, or any part thereof, other than the part so held to be invalid.

1. Permit Required and Permit Exempt Work

Permit Required Work

- Driveway Installation
- Ditch Enclosures
- Grading/Excavation
- Road Cuts/Pavement Removal/Surface Restoration
- Flock Camera Installation
- Utility Installation
- Boring
- Drainage
- Lane Closures

Work Not Requiring a Permit

- Routine Maintenance and Repair
- Mowing
- Trimming
- Installing Mailboxes
- Installing a fence outside of the right-of-way
- Seeding, sodding, etc.
- Removing trees and shrubs
- Detecting, locating, and marking underground lines

2. General Permit Provisions

- 2.1. **Boring is the required method for installing underground utilities** within the right-of-way. Alternative installation methods will be considered only when boring is demonstrated to be infeasible and supporting documentation is submitted and approved by the Union County Engineer.
- 2.2. The permit holder acknowledges that townships within Union County may require additional permits for work on township-maintained roads. The Union County Commissioners and the Union County Engineer's Office assume no responsibility for the permit holder's failure to obtain all the necessary permits.
- 2.3. Permit holders are responsible for properly maintaining the area of roadway where the work is being performed.

Jeff Stauch, PE/PS
 County Engineer | Environmental Engineer

Sam Cronk, CBO
 Chief Building Official

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- 2.4. All permits expire 120 days from the date of approval or other time period as indicated on the approved permit, unless an extension has been granted in writing by the Union County Engineer.
 - 2.5. All OSHA safety regulations shall be followed while work is being completed.
 - 2.6. Once the work is completed, the permit holder shall submit as-built drawings or sketches documenting the location and depth of all installations.
 - 2.7. The permit holder understands and agrees that if it becomes necessary in the future to enhance the road, street, or highway through relocation, change of grade, or abandonment, or to construct storm sewers, sanitary lines, or water lines, the permit holder shall relocate, rearrange, or completely remove its lines at its own cost within six (6) months. If the permit holder fails to complete the relocation or removal within the specified time period, the Union County Engineer reserves the right to perform the work and recover all associated costs from the permit holder.
 - 2.8. The Union County Engineer's Office may, at any time, nullify this permit for non-performance and non-compliance with any of the regulations set forth by these conditions.
 - 2.9. Before any excavation or ground-disturbing activity under an issued permit takes place, the permit holder shall contact the Ohio Utilities Protection Service (OUPS) at least 48 hours in advance to ensure underground utilities are properly marked.
- 3. Permit Application and Submittal Requirements**
- 3.1. A complete right-of-way permit is required to be submitted for review and approval for any work to be performed in the right-of-way.
 - 3.2. Submittal Requirements:
 - 3.2.1. Complete Permit Application
 - 3.2.1.1. Before any work begins within the right-of-way, a complete permit application shall be submitted for review and approval. The application should include a proposed work schedule and all required plans or documents.
 - 3.2.2. Performance Bond
 - 3.2.3. Certificate of Insurance
 - 3.2.4. Complete Construction Plans
 - 3.2.5. Complete Maintenance of Traffic Plan
- 4. Surety - Performance Bond/Certified or Cashier's Check**
- 4.1. A surety in the form of a bond or check is required for all work performed within the right-of-way and shall be provided with the permit application.
 - 4.2. The bond shall be issued by a licensed surety company authorized to operate in the State of Ohio and be made payable to the Union County Board of Commissioners. A certified check or cashier's check may be provided instead of a bond.
 - 4.3. Bond/Check Amount
 - 4.3.1. A bond/check value of \$5,000 shall be provided to cover all single-point installations (i.e. catch basin, pedestal, etc.).
 - 4.3.2. For lineal projects up to half a mile (aerial or underground) or road crossings (boring or excavation), a bond/check value of \$10,000 shall be used.

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4.3.3. For lineal projects over half a mile (aerial or underground) or road crossings (boring or excavation), the bond/check value will be prorated at of \$15,000/mile, rounded to the nearest \$100.

4.4. Filing and Duration

4.4.1. An executed copy of the performance bond or surety check shall be provided with the permit application. The surety shall be held and remain active for three (3) years after the project is completed or until the Union County Engineer formally releases it.

4.4.2. Consideration may be given to utility companies for submission of a single annual bond to cover certain types of work planned within the right-of-way for that calendar year, rather than filing separate bonds for each project.

4.4.3. Failure to submit a complete set of as-built drawings within the required time frame, as set by the Union County Engineer, will result in the retention of the performance bond/certified or cashier's check until such drawings are submitted and approved by the Union County Engineer. The Union County Engineer reserves the right to withhold acceptance of the work and to maintain the bond until all required documents have been approved.

4.5. The Union County Engineer's Office reserves the right to levy additional performance bond/certified or cashier's check values for complex work or special circumstances.

5. Certificate of Insurance

5.1. A certificate of insurance, insured with limits of no less than one million dollars (\$1,000,000) naming the Union County Commissioners c/o Union County Engineer as the certificate holders and additional insured, shall be provided.

5.2. The permit holder agrees to indemnify and hold harmless Union County, its elected officials, and employees from any claims of any type and nature arising out of the performance of any work along, on, or across the county's road right-of-way and to defend any action which may be instituted. The permit holder further agrees that during the performance of any such work, a policy of liability insurance will be maintained with a company acceptable to Union County Engineer, which designates Union County Engineer, its elected officials, and employees as with limits of no less than one million dollars (\$1,000,000) issued by the company licensed to do business in the state of Ohio.

5.3. Proof of such coverage is to be provided before the performance of any work.

6. Placement Specifications

6.1. Underground Installations

6.1.1. **Boring is the required method for installing underground utilities.**

6.1.2. Shall occupy only one side of the roadway.

6.1.3. Longitudinal installations shall run parallel to the pavement edge or right-of-way line.

6.2. Above-ground Installations

6.2.1. Shall occupy only one side of the roadway.

6.2.2. No above-ground installation may be placed closer to the pavement edge than 2 feet from the nearest right-of-way line without the specific written approval from the Union County Engineer.

6.2.3. Any above-ground installation crossing over a roadway shall have a minimum vertical clearance of 16 ft from the pavement surface to the lowest point of the installation.

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- 6.3. Driveways
 - 6.3.1. See the Driveway & Pipe Standards document for installation requirements in Appendix A.
- 6.4. Signs
 - 6.4.1. All signage shall be placed outside of the right-of-way, including but not limited to political, real estate, and any temporary signage not used for traffic control.
- 6.5. Mailboxes
 - 6.5.1. See the Mailbox Installation document for installation requirements in Appendix B.
- 6.6. Trees & Bushes
 - 6.6.1. The planting of trees and shrubs within the right-of-way of county roads is not permitted.
- 7. **Construction Plans**
 - 7.1. All work in the right-of-way shall have construction plans for the proposed work.
 - 7.2. Submissions shall be received at a minimum of 4 weeks before work is scheduled to begin.
 - 7.3. Plans shall be readable and scalable for proper review.
 - 7.4. Plans are required to show all existing utilities, drainage, and topographic features as well as identify all horizontal and vertical clearances between existing and proposed utilities to ensure compliance with required offset standards.
 - 7.5. Utility lines, like water and sewer, are required to be shown on plans as to horizontal and vertical alignment based upon actual field inspection and information from county/city records. Add road centerlines, road R/W, edges of pavement, bridges, culverts, profiles, and elevations, etc., for the proposed utility. A legend and/or labeling shall be included showing items such as aerial, underground, existing poles, proposed poles, existing and proposed vaults/handholds, major equipment pedestals, bore pit locations, etc.
 - 7.6. All conflicts with any county or city facility shall be resolved to the satisfaction of the owner division. It is the facility owner's responsibility to identify any conflicts with existing utilities or structures before installation. All conflicts shall be noted, and it is the permit holder's responsibility to reconcile them.
 - 7.7. No structures (vaults, handholes, or system equipment) of any kind are permitted in the flow line of waterways/ditches/existing tiles.
 - 7.8. When working near a bridge or culvert, details related to the structure should be provided.
 - 7.9. The Union County Engineer may require pre-engineering or pre-construction meetings.
 - 7.10. Plan reviews by other agencies may be required based on project location and type of work. This may extend review times outlined in section 18.
- 8. **Construction**
 - 8.1. The Union County Engineer reserves the right to review proposed utility installations within the right-of-way for public benefit. Utilities determined to be primary for private use, or not serving adjoining parcels for public use, may be required to be located within a private easement outside of the right-of-way.

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- 8.2. Utility companies proposing to install underground utilities shall remove any existing above-ground utilities and associated poles that are no longer in use.
- 8.3. Any pavement markings that are damaged or removed over 50 feet or more shall be replaced. Road structures that were impacted, i.e., curbs and culverts, shall be restored. Drainage or roadside ditches should be cleaned and returned to proper working order, and all excavation debris shall be cleared from the site.
- 8.4. The permit holder shall ensure that the nearby and adjoining property owners always have safe and reasonable access to their driveways during work being performed. Temporary driveways or access routes should be provided when needed to prevent any interruption to local property access.
- 8.5. The permit holder shall also protect, maintain, and preserve all public features during construction, including but not limited to cornerstones, monuments, and land markers. If any are disturbed or removed during the project, they shall be replaced or restored under the supervision of a registered surveyor to ensure their accuracy and proper placement.
- 8.6. Any underground drainage tile, culvert, or drainage structure damaged during construction shall be repaired or replaced at the permit holder's expense and to the satisfaction of the Union County Engineer.
- 8.7. Underground gas, petroleum, and electric lines shall be marked by visible above-ground means at the right-of-way line.
- 8.8. The permit holder shall have their approved permit available on-site at all times while work is being performed within the right-of-way.
- 8.9. All contractor vehicles actively performing work within the right-of-way shall be clearly marked with the name or logo of the company performing the work.
9. **Boring**
- 9.1. **Boring is the required method for installing underground utilities within the right-of-way.** Alternative installation methods will be considered only when boring is demonstrated to be infeasible and supporting documentation is submitted and approved by the Union County Engineer.
- 9.2. All boring within the right-of-way shall be installed at a minimum of 42 inches measured from the bottom of the roadside ditch.
- 9.3. Pedestals, handholds, and/or pull boxes shall be installed flush to the existing surface and shall be traffic-rated so as not to interfere with right-of-way maintenance.
- 9.4. All fiber optic cables shall be installed by directional drilling within a conduit at a minimum depth of 42 inches measured from the bottom of the roadside ditch.
- 9.5. Fiber optic cables shall be installed within 3 feet of the back side of the right-of-way, unless otherwise approved by the Union County Engineer.
- 9.6. All boring operations shall maintain a minimum of 10 feet below the stream bottom when boring beyond or around a pipe, unless otherwise approved by the Union County Engineer.
- 9.7. Bore pits shall be located at least 3 feet from the outside bottom of the road ditch, and the conduit shall extend continuously under ditches and the full width of the roadway.

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- 9.8. If conflicts with existing utilities prevent the installation of fiber optic cable or other permitted facilities in accordance with the approved permit conditions, the utility company shall notify the Union County Engineer's Office immediately. Failure to resolve the conflict(s) may result in the permit being voided and may require removal of the installed facilities if the issue cannot be remedied to the satisfaction of the Union County Engineer.
- 9.9. If a proposed utility cannot be reasonably accommodated within the right-of-way due to space limitations, infrastructure conflicts, or future roadway needs, the Union County Engineer may require the utility to be located within a private easement.

10. Water and Sewer Installation

- 10.1. If installing water or sewer, a copy of the approved permit/plan from the utility owner shall be provided.
- 10.2. Installation and inspection around water and sewer mains and laterals belonging to the utility owner shall be inspected jointly by the utility owner and the Union County Engineer's Office. A copy of the completed inspection report shall be provided to the Union County Engineer for filing upon completion.

11. Backfill and Disturbed Earth

- 11.1. Disturbance of the road surface, shoulders, and ditches shall be kept to a minimum.
- 11.2. Controlled Density Fill (CDF) is the required method for backfill crossing under the pavement unless otherwise approved by the Union County Engineer. Trenches under roads or private drives within the right-of-way will be backfilled with CDF from 12 inches above the utility to the bottom of the asphalt concrete surface.
- 11.2.1. An inspector is required for the following:
- 11.2.1.1. Backfilling around any existing sanitary line, water line, storm water structure, or bridge.
- 11.2.1.2. Backfilling in lifts using 304 limestone.
- 11.2.2. When CDF is used, it shall not be placed when the trench bottom or walls are frozen or contain frozen materials. Flowable fill must be protected from freezing until it has hardened.

12. Road Crossings

- 12.1. Installations crossing the pavement or right-of-way shall be placed perpendicular to the pavement or right-of-way.
- 12.2. All underground cables shall be installed in a conduit at a minimum of 42" measured from the bottom of the roadside ditch.
- 12.3. Underground electric crossing is allowable only at the Union County Engineer's discretion. A detailed exhibit will be required. See Appendix C for detailed placement requirements.
- 12.4. Bore pits shall be located at least 3 feet from the outside bottom of the road ditch, and the conduit shall extend continuously under ditches and the full width of the roadway.
- 12.5. Open cutting may be permitted for the installation of underground lines greater than 16 inches. Underground lines 16 inches or less shall be installed by boring or other methods approved by the Union County Engineer.

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13. Road Repair

- 13.1. The road surface removed or damaged shall be replaced according to the "Typical Road Section Repair Work" drawing in Appendix D and shall be repaired within 48 hours.
- 13.2. The Union County Engineer's Office shall be notified 48 hours before completing surface repair and restoration whenever work is discontinued or resumed.
- 13.3. Joints shall be sealed with liquid asphalt.

14. Restoration

- 14.1. Restoration of any sidewalk, curb, shoulder, etc. shall occur no later than 14 calendar days after the conclusion of any utility repair or installation activity unless expressly authorized otherwise by the Union County Engineer. Construction activity completed from December through April shall be permanently restored no later than May 31st. After May 31st, non-compliance with this required restoration work shall be considered a violation and will result in forfeiture of the performance bond.
- 14.2. When a disturbance from excavation is performed in the right-of-way, the right-of-way conditions shall be returned to the same quality condition or better than before the excavation. The restoration shall be completed by such times as required by the Union County Engineer, i.e., seeding, sidewalks, roadways, drives, mailboxes, storm drainage, culverts, etc.
- 14.3. The performance bond or surety check will not be released until restoration is completed satisfactorily.
- 14.4. Grading shall be returned to original elevations, and material (topsoil) placed on the surface will support the regrowth of grass and vegetation.
- 14.5. Erosion control will be used where it is deemed necessary by the Union County Engineer. All temporary erosion control measures shall be removed after vegetation is established.

15. Maintenance of Traffic**15.1. Maintenance of Traffic Plans**

- 15.1.1. Any work that results in a lane closure must submit a permit with a maintenance of traffic plan.

- 15.1.2. The maintenance of traffic (MOT) plan shall be submitted for approval before any work begins. An MOT plan is required for projects that perform work on any county roadway where traffic flow would be interrupted at any time. All MOT Plans shall follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). The appropriate traffic control diagrams from the Ohio Department of Transportation (ODOT) should be used, based on road type, speed limit, and the type of work being performed.

The MOT plans shall include:

- 15.1.2.1. Use of the correct ODOT traffic controls standards such as TA-1, TA-3, TA-10 for two-way flagging or TA-10 for single-lane closures.
- 15.1.2.2. All signage and barricades shall conform to the latest edition of the OMUTCD.
- 15.1.2.3. Lights, signs, barricades, and, if necessary, flagmen, watchmen, and workers shall be placed on the job for the protection of traffic at all times of the day and night during the time any work is being performed.
- 15.1.2.4. All open excavations shall be plated or backfilled before the end of each workday. Plates in the pavement shall have the appropriate signage and shall be anchored/staked and must be approved in advance by the Union County Engineer's Office.

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- 15.1.2.5. Utility companies shall contact the Union County Engineer's Office 48 hours ahead of planned construction of the utility, so proper notification for the traveling and emergency services can occur.
- 15.1.2.6. Work during peak morning and evening times is prohibited, unless approved by the Union County Engineer. The Union County Engineer must approve work outside normal working hours, on holidays, or on weekends.
- 15.1.2.7. When flaggers are not actively working, all "Flagger Ahead" and "One Lane Ahead" signs shall be covered or removed.

15.2. Regulations

- 15.2.1. The Union County Engineer's Office reserves the right to void this permit if maintenance of traffic requirements aren't being met.
- 15.2.2. The permit holder agrees that at the end of each workday, project equipment will be clear of the right-of-way or at the back edge.
- 15.2.3. Only one lane of traffic may be closed at a time, unless otherwise approved by the Union County Engineer.
- 15.2.4. The work area shall be left clean and stable, with no soil erosion, runoff, or stream pollution caused by the project. Preventative measures should be used as needed to protect nearby waterways and the surrounding land.
- 15.2.5. No permit is required for emergency work; the Union County Engineer shall be promptly notified of the necessary work and any accompanying traffic disruption.

16. Notifications

- 16.1. The Union County Engineer's Office shall be notified 48 hours in advance of lane closures, excavations, or anything that will impede traffic.

17. Inspections

- 17.1. Inspections will be performed during normal business hours.
- 17.2. The Union County Engineer reserves the right to charge overtime fees for inspections outside of normal business hours. These fees shall be paid prior to the release of the surety.

18. Permit Review

- 18.1. Review times vary based on the complexity of the project, and adequate review time shall be considered in the applicant's schedule.
- 18.2. Complex reviews can take up to thirty (30) working days by staff (this does not include any time the applicant has the plans in their possession for revisions).
- 18.3. Subsequent reviews can take up to ten (10) working days each.
- 18.4. The permit request shall include plans, details, and specifications as outlined in these requirements.

19. Permit Fee Schedule

- 19.1. Base Fee: \$250 (Covers single-point projects or lineal projects up to 1 mile)

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- 19.2. Lineal projects over 1 mile: \$300/additional mile, rounded to the next mile
- 19.3. Road Crossings
 - 19.3.1. Additional fee of \$100/crossing if boring
 - 19.3.2. Additional fee of \$400/crossing if open cutting

Appendices

A: Driveway & Pipe Standards

B: Mailbox Installation Requirements

C: Underground Electric Placement Requirements

D: Typical Road Section Repair Work

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Mr. Lawhon asked if the boring requirement would still apply to the new subdivision plots in Union County that Columbia Gas will service. Columbia Gas currently uses the open cut method, and to change would be very expensive for the company. He asked if Columbia Gas could get a variance request to allow open cutting, so they do not have to pass the price increase to their customers.

Mr. Stauch stated they could look into issuing a variance for Columbia Gas to install their utilities. Typically, Columbia is installing their utilities in a new subdivision the same time other utilities.

Mr. Lawhon stated Columbia Gas would work with the Engineer's Office on this.

Mr. Holtschulte stated these requirements are for existing right of ways, and not new developments.

Commissioner McCarthy asked Mr. Lawhon if he had any other concerns about these permit requirements, and Mr. Lawhon asked for clarification on the depth requirement for utility installation.

Mr. Stauch stated staff looked at many different county's requirements before making these decisions, and this requirement is what is best for Union County.

Mr. Lawhon asked if there could be modifications to this, and Mr. Stauch stated they would need to look at each project separately, but they want continuity with these permit requirements.

Mr. Lawhon asked when the gas line is required to relocate, when does the six month timeline begin, and Mr. Stauch stated there will be an open line of communication and when plans are submitted, the timeline will begin.

Mr. Holtschulte stated there was a problem with a utility provider not moving their utility in a timely manner at a previous construction project. This held up the project, and they are trying to prevent this from happening again.

Commissioner McCarthy asked if there is a notice sent to a utility provider when the utility needs to be moved.

Mr. Holtschulte stated there is no standard form sent out because every project is unique, but instructions are always given on where the utility needs to be relocated to.

Commissioner McCarthy stated there needs to be a record of when those notices are sent out, and Mr. Stauch stated they will look into adding this information to the permitting changes.

Mr. Lawhon asked what the best way to notify the Engineer's Office about emergency work in the right of ways, and Ms. Hodge stated they can call or send an email if it is after hours.

Mr. Miller stated the costs for the permits are similar to surrounding counties. He also stated that those counties allow a blanket bond to be issued from Spectrum to cover all work being done in a single county. He asked if this could be done in Union County as well, and Mr. Stauch stated this will be allowed.

Mr. Miller stated there is a chance that not every emergency repair will be reported, and Mr. Stauch stated the purpose of this is so the Engineer's Office knows about traffic interruptions.

Mr. Miller stated Franklin County has a blanket right of way permit, and he asked if this was a possibility in Union County.

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Mr. Stauch stated the office would look into adding this to the permit changes.

Mr. Stauch stated the office will finalize all of the permit changes and once they are done, bring them back for the Board's approval.

Commissioner Robinson asked when these changes would go into effect, and Mr. Stauch stated it will be once they are approved by the Board.

Commissioner McCarthy asked how utility providers will be made aware of these changes, and Mr. Stauch stated the office would send it directly to them along with putting the changes on their website.

Commissioner McCarthy asked if the Engineer's Office could come back in a year to review changes and make any potential changes. He thanked Mr. Stauch and his staff for their hard work.

The public meeting ended at 10:58 a.m.

* * *

William Murdock, Joseph Garrity and Eileen Leuby arrived at this time.

* * *

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MORPC Update – William Murdock, MORPC Executive Director, Joseph Garrity, MORPC Chief Strategy Office & Senior Director of External Relations, and Eileen Leuby, MORPC Membership Services Officer:

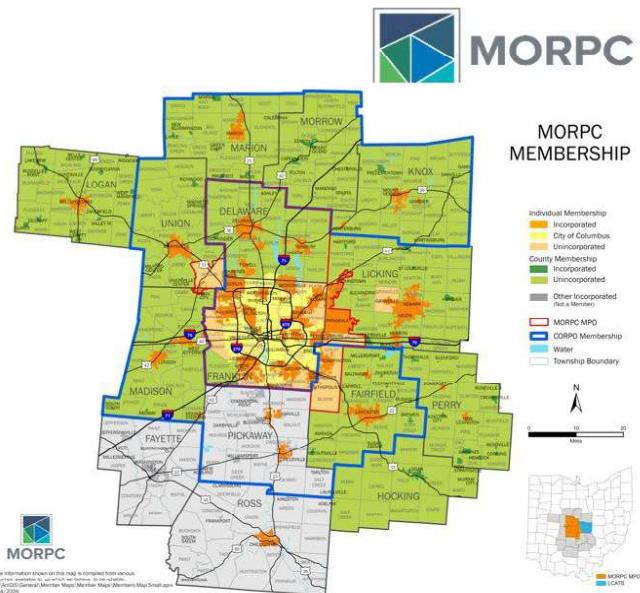
- The following handout accompanied the update:



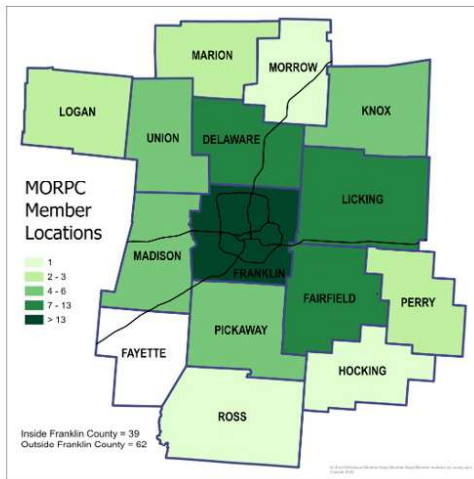
WHO WE ARE...

MORPC brings Central Ohio communities together to collaborate on best practices and plan for the future growth and sustainability of the region.

- **15-county region**
- **94 member communities and organizations**
- **160+ board members & over 20 committees**
- **MORPC's focus is on mobility, sustainability, and local government in Central Ohio**



MORPC IS MADE UP OF ALL OF CENTRAL OHIO

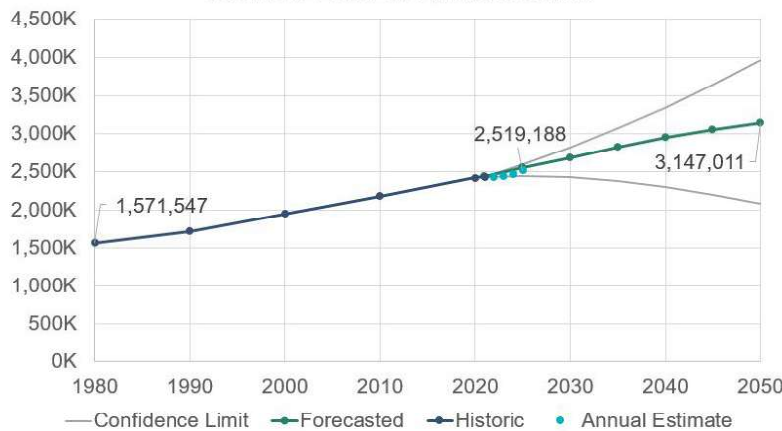


- Over 70 Local Elected Officials on Board
- Decision-Making Board approves:
 - Projects, Programs, & Policies
- MORPC is **RURAL – SUBURBAN – URBAN**
 - No Community has a majority on board
- 94 Member Communities
 - Cities, Townships, Counties & Villages
 - 50% Franklin Co. & 50% Surrounding
 - Large Presence in Delaware, Fairfield, Licking & Union (MPO counties)
 - 8 Other Rural County Members

15-County Region Population Trends



Historical and forecasted population, 15-County Region
Forecast lookback period: Composite of contributing counties
Source: MORPC Central Ohio Population Resource Hub



2024 Factors of Change

Births	29,000
Deaths	21,625
Net migration	+23,383

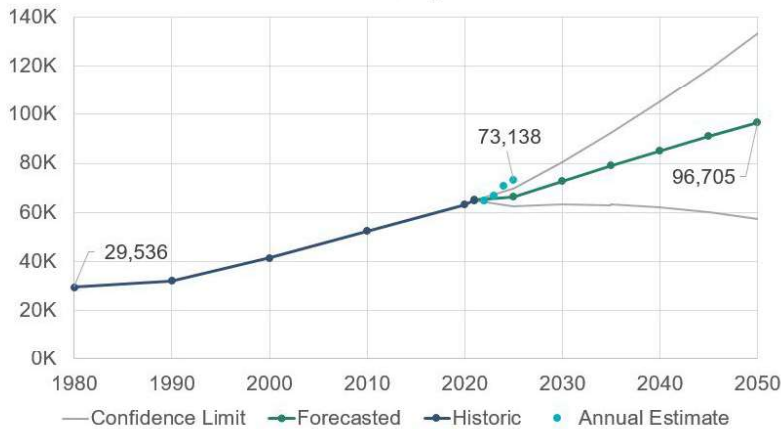
10-Year Trend



Union County Population Trends



Historical and forecasted population, Union County
Forecast lookback period: 1980-2019
Source: MORPC Central Ohio Population Resource Hub



2024 Factors of Change

Births
837

Deaths
454

Net migration
+1,742

10-Year Trend



STRATEGIC FRAMEWORK

The strategic framework is built on four pillars

Our focus is on tangible strategies for improving Central Ohio.

CREATE AN ENVIRONMENT FOR PROSPERITY:
MORPC delivers essential tools for the region to get better as it grows bigger.

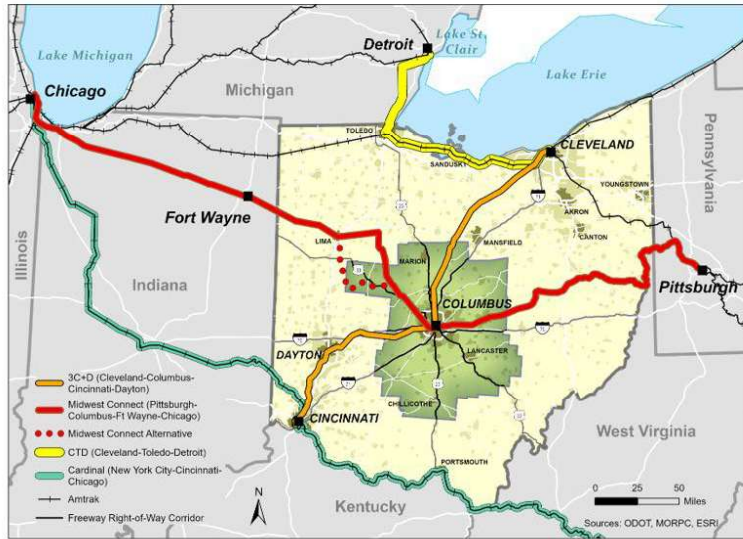
BUILD VALUE FOR MEMBERS:
MORPC leverages creative ways to increase our members' returns on investment.

DRIVE INVESTMENT:
MORPC creates opportunities for every community to enhance their assets for the future.

PAY IT FORWARD:
MORPC enhances public service leadership and builds capacity in communities.



PASSENGER RAIL



TRANSPORTATION PLANNING AREAS



TRANSPORTATION IMPROVEMENT PROGRAM
STATE FISCAL YEAR 2026 - 2029
MORPC



2024-2050 COLUMBUS AREA METROPOLITAN TRANSPORTATION PLAN
To be Adopted May 2024
MORPC



REGIONAL MOBILITY PLAN
2021-2026 Regional Mobility Plan
Completed February 2022



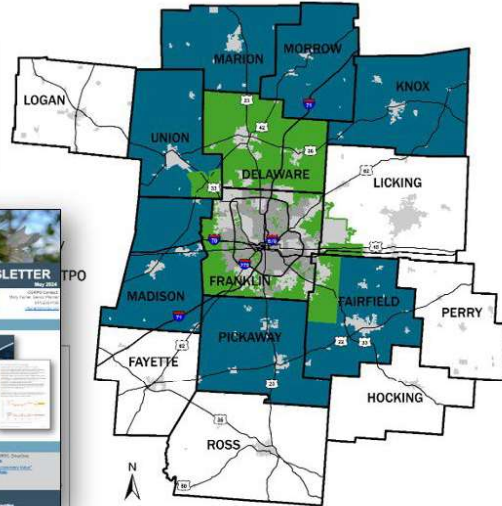
CORPO SAFETY ACTION PLAN
April 2024
CORPO

CENTRAL OHIO RURAL PLANNING ORGANIZATION

• AWARDS ANNOUNCED

• **Safe Streets and Roads For ALL (SS4A)**
\$4.8 Million

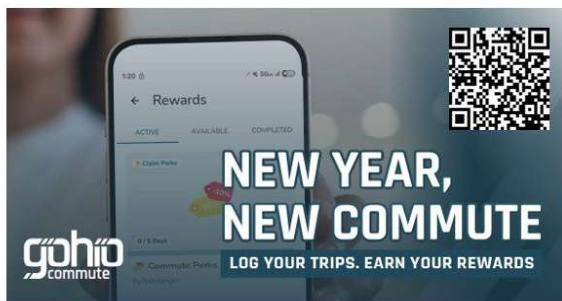
• **City of Maryville**
\$500,000
• East 5th Street Improvements



CENTRAL OHIO RURAL PLANNING ORGANIZATION

MORPC GOHIO COMMUTE: Q1

NEW YEAR NEW COMMUTE



GOHIO COMMUTE WINTER CHALLENGE



Rethink Your Work Commute



ECONOMIC DEVELOPMENT TOOLS



COMMUNITY-BASED PLANNING ASSISTANCE

TECHNICAL ASSISTANCE PROGRAM

Planning support around active transportation, trails, and land use

PLANNER POOL PROGRAM

Short-term staffing support to fill gaps, free-up staff time, or bring on additional expertise

CONSULTANT SERVICES PROGRAM

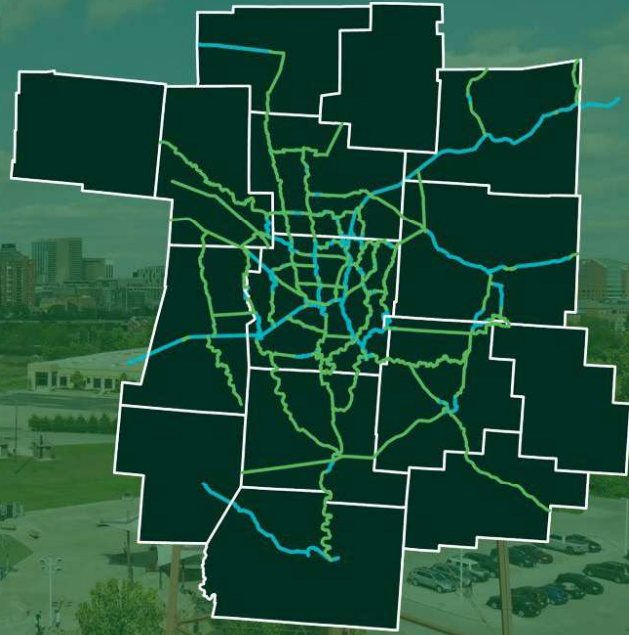
Streamline RFP process by prequalifying consultants and standardizing FRPs

Contact: Juliana Silveira at jsilveira@morpc.org



MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

CENTRAL OHIO GREENWAYS



Existing COG Multi-Use Path 

Future COG Trails 



STATE GOVERNMENT RELATIONS

- State Capital Budget
- New Roundtable Leadership
- PPA Working Group





FEDERAL GOVERNMENT AND DEFENSE RELATIONS

- FY26 & FY 27 Community Projects
- Columbus Region Coalition
- Central Ohio Defense Group





EDUCATIONAL PARTNERSHIPS





2026 LOCAL GOVERNMENT SUMMER INTERNSHIP PROGRAM



To request a 2026 summer intern, scan the QR code or visit
https://morpc.formstack.com/forms/summer_intern_request

FOUR AREA MEETINGS Noon to 1:30 p.m.

NORTHWEST AREA
WEDNESDAY, APRIL 8
JEROME TOWNSHIP

SOUTHWEST AREA
WEDNESDAY, APRIL 22
PRAIRIE TOWNSHIP COMMUNITY CENTER

NORTHEAST AREA
THURSDAY, APRIL 16
CITY OF JOHNSTOWN

SOUTHEAST AREA
THURSDAY, APRIL 23
LOCKBOURNE EVENT CENTER



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COMMUNITY FORUMS 2026

VILLAGE FORUM

Wed, July 8, 2026

10:00 a.m. to 1:00 p.m.

MORPC, 111 Liberty St. Suite 100
Columbus, Ohio 43215

RURAL FORUM

Thursday July 16

10:00 a.m. to 1:00 p.m.

Byxbe Building, 1610 State Route 521
Delaware, Ohio 43015



MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION



MORPC Pre-Commission Lunch

March 12, 2026 | 12:00 p.m. – 1:15 p.m.

FEATURING

Steve Stivers

CEO, Ohio Chamber of Commerce



OHIO CHAMBER
OF COMMERCE



UNION COUNTY COMMISSIONERS JOURNAL 2026
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WILLIAM MURDOCK, AICP

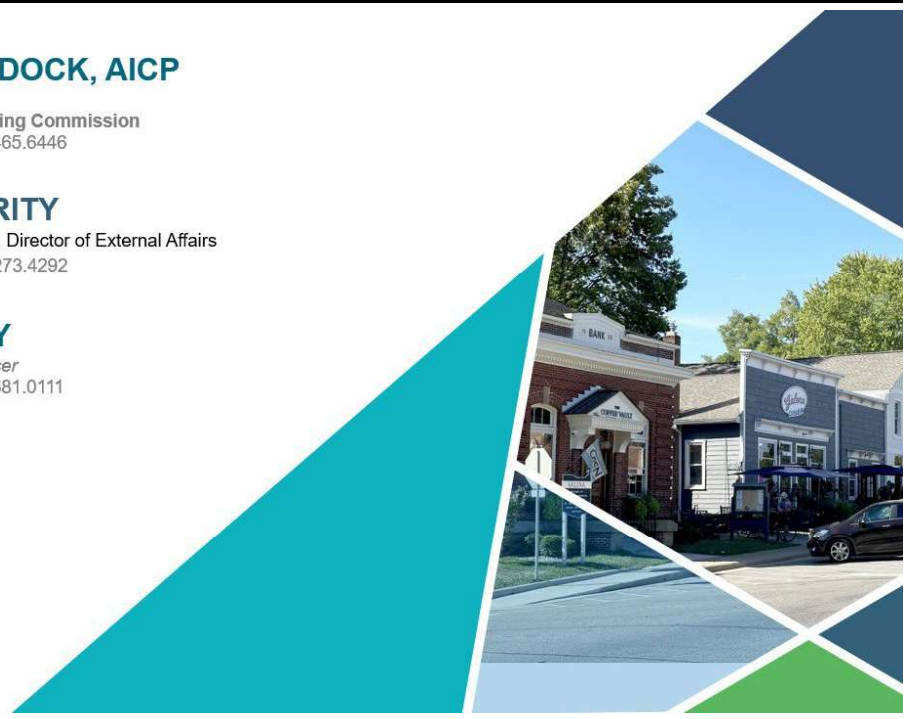
Executive Director
Mid-Ohio Regional Planning Commission
T: 614.233.4101 | M: 614.465.6446
wmurdock@morpc.org

JOSEPH GARRITY

Chief Strategy Officer & Sr. Director of External Affairs
T: 614.233.4127 | C: 614.273.4292
jgarrity@morpc.org

EILEEN LEUBY

Membership Services Officer
T: 614.233.4135 | M: 614.381.0111
eleuby@morpc.org



* * *

William Murdock, Joseph Garrity and Eileen Leuby left at this time.

* * *

*County Administrator Bill Narducci provided the following updates:

- He attended the 33 and 161 Corridor meeting last week.
- He had a conversation with Darrison Cook yesterday about the All Ohio Balloon Festival contract. He anticipates that to be in front of the Board next week for approval.
- The security event at the Courthouse was held this morning.
- He has a JEDD utility meeting with Jerome Township this week. The topic will be about well usage and the permitting process for utility usage outside of Marysville. Once he has more information, he will report back to the Board.

* * *

*Assistant County Prosecutor Thayne Gray provided the following updates:

- No report.

* * *

*Budget Analyst Janell Alexander provided the following updates:

- Yesterday the CDBG grants were audited. They were in the office all day and traveled to Unionville Center and Magnetic Springs to check on the progress of those projects.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
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*Clerk to the Board of Commissioners Mallory Lehman provided the following updates:

- No report.

* * *

*Commissioner David A. Lawrence provided the following updates:

- He attended the Data Board meeting last week.
- He attended the Chamber meeting last week, and the annual Chamber meeting will be on April 23 at Grange Hall in Richwood.

* * *

*Commissioner Tom McCarthy provided the following updates:

- No report.

* * *

*Commissioner Steve Robinson provided the following updates:

- He attended the LUC meeting last week. Three plats were up for approval, and two were tabled. There were also two zoning amendments. One from Jerome Township and the other was from Taylor Township.

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

*Received the Removal and Appointment of Developer Representatives to Board of Trustees of Jerome Village Community Authority:

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**REMOVAL AND APPOINTMENT OF DEVELOPER REPRESENTATIVES
TO BOARD OF TRUSTEES OF
JEROME VILLAGE COMMUNITY AUTHORITY**

Jerome Village Company, LLC, the "developer" (as defined in Section 349.01(E) of the Revised Code) for Jerome Village Community Authority, a "new community authority" (as defined in Section 349.01(D) of the Revised Code) created and organized by Resolution No. 469-08 adopted September 8, 2008, by the Board of County Commissioners of Union County, Ohio, as the "organizational board of commissioners" (as defined in Section 349.01(f) of the Revised Code), hereby removes Carli Lanfersiek as a developer representative on the Board of Trustees of the Jerome Village Community Authority; and subsequently appoints the following individual to the Board of Trustees of the Jerome Village Community Authority as representative of the developer:

Erin Uritus
Nationwide Realty Investors, Ltd.
375 N. Front Street, Suite 200
Columbus, Ohio 43215

Further, Jerome Village Company, LLC, hereby removes Jeff Caimi as a developer representative on the Board of Trustees of the Jerome Village Community Authority; and subsequently appoints the following individual to the Board of Trustees of the Jerome Village Community Authority as representative of the developer:

Dave Holtzmuller
Nationwide Realty Investors, Ltd.
375 N. Front Street, Suite 200
Columbus, Ohio 43215

Each removal and appointment is made pursuant to Chapter 349 of the Ohio Revised Code and particularly Section 349.04 thereof, and pursuant to Resolution No. 469-08 adopted September 8, 2008, by the Board of County Commissioners of Union County, Ohio.

Dated: As of February 9, 2026.

JEROME VILLAGE COMPANY, LLC,
an Ohio limited liability company

By: Nationwide Realty Investors, Ltd., its
member and manager

By: Brian J. Ellis
Brian J. Ellis, President and Chief
Operating Officer

UNION COUNTY COMMISSIONERS JOURNAL 2026
February 18, 2026

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The above removal and appointment of representatives of the developer to the Board of Trustees of the Jerome Village Community Authority was filed in my office on February 23, 2026.


Mallory Lehman, Clerk to the Commissioners


* * *

*Commissioner McCarthy adjourned the meeting at 11:34 a.m.


The preceding Minutes were read and approved March 18, 2026.


Digitally signed by Steve Robinson
DN: cn=Steve Robinson,
o=Commissioners, ou=Commissioner,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2026.03.18 12:26:45 -04'00'
Adobe Acrobat version: 2020.005.30838


Steve Robinson
Commissioner


Digitally signed by David A. Lawrence
DN: cn=David A. Lawrence,
o=Commissioners, ou=Commissioner,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2026.03.19 10:27:17 -04'00'
Adobe Acrobat version: 2020.005.30838

David A. Lawrence
Commissioner


Digitally signed by Tom McCarthy
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ou=Union County Commissioners,
email=mlehman@unioncountyohio.gov, c=US
Date: 2026.03.19 10:29:08 -04'00'
Adobe Acrobat version: 2020.005.30838

Tom McCarthy
Commissioner


Digitally signed by Mallory Lehman
DN: cn=Mallory Lehman,
o=Commissioners, ou=Assistant Clerk
to the Board,
email=mlehman@unioncountyohio.g
ov, c=US
Date: 2026.03.19 10:32:02 -04'00'
Adobe Acrobat version:
2020.005.30838

Mallory Lehman, Clerk to the Board