

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

The Union County Commissioners met in regular session this 1st day of July 2026, with the following members present:

Tom McCarthy, President
Steve Robinson, Vice President
Shaun Bailey, Commissioner
Bill Narducci, County Administrator
Janell Alexander, Budget Analyst
Mallory Lehman, Clerk to the Board

* * *

*Commissioner Robinson called the meeting to order at 8:32 a.m.

* * *

*Thayne Gray, Assistant Prosecuting Attorney; Ginger Yonak, Human Resources Director; Cindi Herring, CEBCO Benefit Specialist; Rachel Bishop, CEBCO Benefit Specialist; Sue Ware, Director/Human Services; Maggie Brown, Human Resources Administrator/Human Services; Brad Gilbert, Director/EMA; Mike Williamson, Marysville Journal Tribune and Joe Case, Marysville Matters were in attendance.

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UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

CEBCO First Quarter Update – Cindi Herring, Rachel Bishop, and Ginger Yonak:

- The following handout accompanied the update:

Q1 2026
County:
Union:



	Medical + OPP		Prescription Drugs		Medical + OPP + Rx		Dental		Vision	
Paid Claims	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL
Apr-25	\$369,684	\$19,394,496	\$128,092	\$7,129,758	\$497,777	\$26,524,254	\$26,976	\$543,066	\$4,774	\$52,664
May-25	\$349,253	\$22,285,908	\$171,537	\$7,595,940	\$520,790	\$29,881,848	\$24,718	\$442,830	\$2,616	\$50,150
Jun-25	\$211,585	\$19,082,870	\$97,622	\$7,832,354	\$308,207	\$28,915,223	\$32,718	\$470,351	\$2,114	\$44,771
Jul-25	\$502,948	\$21,876,404	\$129,935	\$8,584,798	\$550,883	\$30,481,228	\$19,348	\$409,993	\$1,955	\$46,356
Aug-25	\$373,465	\$20,656,404	\$133,378	\$7,597,584	\$506,843	\$28,233,998	\$22,470	\$460,985	\$2,229	\$51,973
Sep-25	\$441,768	\$21,836,442	\$138,980	\$7,717,313	\$567,484	\$29,413,755	\$17,835	\$437,524	\$2,492	\$54,017
Oct-25	\$464,925	\$22,986,093	\$129,435	\$8,879,807	\$564,360	\$31,546,900	\$19,829	\$420,139	\$3,355	\$50,025
Nov-25	\$725,873	\$25,293,758	\$127,007	\$7,577,187	\$892,880	\$32,870,945	\$17,960	\$384,671	\$2,803	\$51,734
Dec-25	\$377,307	\$23,664,935	\$100,180	\$8,896,438	\$567,428	\$32,391,374	\$18,870	\$414,664	\$4,835	\$58,304
Jan-26	\$446,991	\$19,826,044	\$112,891	\$6,981,517	\$699,882	\$26,557,561	\$21,764	\$480,362	\$3,561	\$46,489
Feb-26	\$632,986	\$21,328,328	\$141,741	\$6,692,712	\$774,827	\$28,021,040	\$23,599	\$479,721	\$3,770	\$51,752
Mar-26	\$410,183	\$21,407,192	\$112,692	\$7,806,155	\$522,755	\$29,213,347	\$24,763	\$559,313	\$3,279	\$50,996
Total	\$6,326,846	\$258,288,909	\$1,610,430	\$92,691,562	\$6,937,277	\$350,980,471	\$258,008	\$5,593,618	\$37,533	\$612,818

	Medical + OPP		Prescription Drugs		Medical + OPP + Rx		Dental		Vision	
Billed Premium	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL
Apr-25	\$413,444	\$22,995,009	\$109,651	\$5,118,121	\$523,095	\$27,513,130	\$20,135	\$498,613	\$3,529	\$69,281
May-25	\$415,260	\$22,525,328	\$110,132	\$5,143,795	\$526,392	\$27,609,124	\$20,218	\$491,586	\$3,564	\$69,666
Jun-25	\$413,598	\$22,504,332	\$110,632	\$5,141,289	\$523,290	\$27,545,621	\$20,168	\$493,541	\$3,518	\$69,478
Jul-25	\$412,530	\$22,455,175	\$109,409	\$5,127,536	\$521,939	\$27,582,711	\$20,034	\$492,636	\$3,491	\$69,571
Aug-25	\$409,327	\$22,380,765	\$108,559	\$5,102,667	\$517,886	\$27,483,433	\$20,119	\$493,633	\$3,513	\$69,513
Sep-25	\$420,412	\$22,324,527	\$111,497	\$5,092,819	\$531,909	\$27,417,346	\$20,408	\$491,821	\$3,585	\$69,278
Oct-25	\$438,380	\$22,389,143	\$116,369	\$5,102,096	\$554,749	\$27,491,239	\$21,093	\$493,350	\$3,710	\$69,423
Nov-25	\$421,326	\$22,306,496	\$111,739	\$5,091,158	\$533,055	\$27,397,654	\$20,445	\$491,662	\$3,500	\$69,310
Dec-25	\$423,051	\$22,323,268	\$112,198	\$5,080,703	\$535,236	\$27,419,568	\$20,516	\$490,943	\$3,605	\$69,364
Jan-26	\$529,171	\$23,811,402	\$140,434	\$5,424,573	\$669,606	\$29,235,976	\$23,036	\$497,515	\$4,022	\$70,925
Feb-26	\$552,456	\$23,478,579	\$141,427	\$5,302,562	\$673,883	\$28,781,141	\$22,797	\$467,176	\$3,993	\$63,097
Mar-26	\$552,331	\$23,539,771	\$141,333	\$5,333,625	\$673,664	\$28,859,396	\$22,882	\$480,002	\$3,977	\$66,711
Total	\$5,361,287	\$272,429,793	\$1,422,427	\$62,070,946	\$6,783,714	\$334,500,738	\$251,751	\$5,882,478	\$44,098	\$825,619

	Medical + OPP		Prescription Drugs		Medical + OPP + Rx		Dental		Vision	
Enrollment	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL	Union	CEBCO TOTAL
Apr-25	345	16,793	345	16,793	345	16,793	350	9,149	334	5,337
May-25	353	16,912	353	16,912	353	16,912	349	8,991	333	5,331
Jun-25	344	16,905	344	16,905	344	16,905	347	9,021	331	5,343
Jul-25	339	16,835	339	16,835	339	16,835	349	9,058	333	5,374
Aug-25	338	16,822	338	16,822	338	16,822	352	9,054	336	5,356
Sep-25	341	16,776	341	16,776	341	16,776	363	9,031	337	5,244
Oct-25	358	16,859	358	16,859	358	16,859	358	9,020	340	5,331
Nov-25	345	16,767	345	16,767	345	16,767	352	9,019	337	5,337
Dec-25	340	16,818	340	16,818	340	16,818	354	9,036	339	5,344
Jan-26	379	16,514	379	16,514	379	16,514	390	8,813	375	5,295
Feb-26	387	16,292	387	16,292	387	16,292	391	8,807	375	5,214
Mar-26	385	16,310	385	16,310	385	16,310	391	8,791	376	5,205
Total	4,254	200,602	4,254	200,602	4,254	200,602	4,334	107,790	4,146	63,723
Average	355	16,717	355	16,717	355	16,717	361	8,983	346	5,310

[illegible]

Pharmacy Executive Summary

Pharmacy Executive Summary	Prior Period 1	Current Period	Trend	Benchmark
Eligibility				
Average Eligible Members Per Month	722	757	4.8%	-
Average Monthly Patients as % of Members	41.6%	41.6%	0.0%	36.8%
Average Member Age	31	31	-1.7%	37
Cost				
Gross Cost PMPM	\$230	\$205	-11.0%	\$211.70
Member Cost Share %	12.2%	12.3%	0.1%	13.2%
Specialty Drugs				
Specialty Patients as % of Members	2.5%	2.8%	0.3%	3.3%
Specialty % of Total Claims	1.6%	1.4%	-0.2%	1.4%
Specialty Total Plan Cost	\$964,989	\$883,612	-8.4%	-
Specialty % of Total Plan Cost	54.4%	54.9%	0.5%	52.4%
Specialty Plan Cost PMPM	\$111	\$97	-12.7%	\$97.54
Specialty Member Cost Share %	42.6%	43.4%	0.8%	13.5%
Non-Specialty Member Cost Share %	11.3%	12.1%	0.8%	12.8%
Drug Mix				
Single Source Brands %	10.3%	9.0%	-1.3%	11.9%
Multi Source Brands %	2.2%	1.4%	-0.8%	1.5%
Generic Fill Rate %	87.5%	89.6%	2.1%	86.6%
Generic Substitution Rate %	98.4%	99.0%	0.6%	98.8%
Biosimilar Fill Rate %	0.0%	0.0%	0.0%	0.9%
Utilization				
Total Claims	8231	8531	3.6%	-
Total Adjusted Rxs	11667	12693	8.8%	-
Retail Claims %	93.2%	90.7%	-2.4%	92.8%
Mail Claims %	5.4%	8.0%	2.6%	6.4%
Days Supply PMPY	426	448	5.3%	441

* Savings (Includes dispensing fees)

* Rx HCC Threshold >= 50K

Program	Data Through	Savings Estimate
Clinical Outreach	Dec/2025	\$20,688
Clinical Management	Apr/2026	\$174,997
Integrated Specialty Drug Savings Program	Sep/2025	\$12,003
Manufacturer Coupon Programs	May/2026 *	\$135,088
Ensure Rx	May/2026 *	\$500
Estimated Total Program Savings		\$343,276

* Data partial through month listed

Program Savings are calculated on an incurred basis only

Top 25 Drugs

Rank		Drug Detail						Utilization		Population	
Rank	Prior Period 1 Rank	Rank Benchmark	Drug Name	Primary Indication	Specialty	Drug Type	Plan Cost Current Period	Rxs Prior Period 1	Rxs Current Period	Patients Prior Period 1	Patients Current Period
1	1	231	BRAFTOVI	CANCER	Y	BRAND	\$137,702	12	9	1	1
2	4	2	OZEMPIC	DIABETES	N	BRAND	\$134,418	144	147	19	21
3	2	324	MEKTOVI	CANCER	Y	BRAND	\$126,751	12	9	1	1
4	17	1	MOUNIARO	DIABETES	N	BRAND	\$122,221	18	125	7	13
5	3	3	HUMIRA PEN	INFLAMMATORY CONDITIONS	Y	BRAND	\$111,472	21	13	3	2
6	6	5	STELARA	INFLAMMATORY CONDITIONS	Y	BRAND	\$109,340	12	12	1	1
7	7	6	SKYRIZI PEN	INFLAMMATORY CONDITIONS	Y	BRAND	\$107,116	13	15	1	2
8	10	4	DUPIXENT	DERMATOLOGIC CONDITIONS	Y	BRAND	\$72,666	17	24	5	4
9	-	10	SKYRIZI	INFLAMMATORY CONDITIONS	Y	BRAND	\$54,728	0	5	0	3
10	9	185	EPIDIOLEX	SEIZURES	Y	BRAND	\$47,392	13	13	1	1
11	8	54	HUMIRA PEN	INFLAMMATORY CONDITIONS	N	BRAND	\$45,678	0	0	3	1
12	12	216	KEVZARA	INFLAMMATORY CONDITIONS	Y	BRAND	\$38,123	12	11	1	1
13	18	35	UBRELVY	MIGRAINE HEADACHES	N	BRAND	\$28,314	16	25	6	8
14	11	82	NUCALA	ASTHMA	Y	BRAND	\$26,576	13	8	1	1
15	16	1733	ISENTRESS HD	HIV	Y	BRAND	\$22,228	12	12	1	1
16	24	8	JARDIANCE	DIABETES	N	BRAND	\$17,219	19	37	4	5
17	-	190	NEMLUVIO	DERMATOLOGIC CONDITIONS	Y	BRAND	\$13,529	0	6	0	1
18	20	157	BRIVIACT	SEIZURES	N	BRAND	\$13,468	8	5	1	1
19	15	19	TRULICITY	DIABETES	N	BRAND	\$13,231	25	15	4	1
20	42	27	DEXCOM G7 SENSOR	DIABETES	N	BRAND	\$13,169	15	38	3	6
21	19	12	ELIQUIS	ANTICOAGULATION	N	BRAND	\$12,996	32	26	8	4
22	38	28	XARELTO	ANTICOAGULATION	N	BRAND	\$12,475	11	24	2	2
23	32	102	AIMOVIG	MIGRAINE HEADACHES	N	BRAND	\$11,281	12	17	1	2
24	45	20	NURTEC	MIGRAINE HEADACHES	N	BRAND	\$10,558	5	11	3	4
25	35	40	LINZESS	GI DISORDERS	N	BRAND	\$10,253	13	24	2	4
All Other							\$297,545	11,212	12,062	619	686
Total							\$1,610,449	11,667	12,693	619	688

Commissioner McCarthy arrived at this time.

- Ms. Bishop stated the pre-renewal numbers show a minimum increase of 2% and a maximum of 16%. The final number for renewal will be decided on July 31. The Wellness Rewards program will also be revamped. The details of that program will be announced in August.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

- Ms. Yonak stated changes to the Wellness Program can be challenging to relay to employees. She will do her best to make sure all employees are informed with the changes.
- Ms. Bishop stated the revamp should simplify the program.
- Ms. Yonak stated the County has partnered with Memorial Health for a weight management challenge. Kick-off for this event is next week. The grand prize is a one-year pass to Memorial Health's Fitness Center. This program will be paid for using CEBCO grant funds. She asked if there will be an extension on the approval for renewal, and Ms. Bishop stated the date will be extended to September this year.
- Commissioner McCarthy asked when the new rates would go into effect, and Ms. Bishop stated January 1, 2027.

Cindi Herring, Rachel Bishop, and Ginger Yonak left the meeting at this time.

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UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-292:**Title IV-E Agreement Between Union County Department of Job and Family Services and Victory House LLC 2 – Human Services**

The Board of County Commissioners hereby approves the Title IV-E Agreement Between Union County Department of Job and Family Services and Victory House LLC 2.

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

Victory House LLC 2, hereinafter "Provider", whose address is:

Victory House LLC 2
5672 Hillary
Trotwood, OH 45426

Collectively the "Parties".

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

Table of Contents

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 **05/15/2026** 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.)

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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:

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 (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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 **\$60,000.00**.
- 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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- 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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 into 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".

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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 Victory House LLC 2
5672 Hillary
Trotwood, OH 45426

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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;

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

SIGNATURES OF PARTIES:

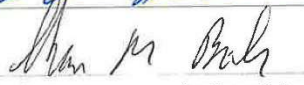
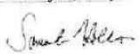
Provider: Victory House LLC 2

Print Name & Title	Signature	Date
Nicole Vaughn/ Director		6/10/2026

Agency: Union County Department of Job and Family Services

Print Name & Title	Signature	Date
Sub Wans, D. M. H.		6/23/26

Additional Signatures

Print Name & Title	Signature	Date
Tom McCarthy, Commissioner		7/1/26
Steve Robinson, Commissioner		7/1/26
Shaun Bailey, Commissioner		7/1/26
Samantha Hobbs, Asst. Pros. Atty.	 Digitally signed by Samantha M. Hobbs Date: 2026.05.20 16:21:41 -04'00'	

C.J. 7076
 Date 7/1-2026
 Date 7/1/2026

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 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: Victory House LLC 2 / 27887723Run Date: 05/14/2026
Contract Period: 05/15/2026 - 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
Hillary Street Group Home (20979)	7657413		\$230.00	\$25.00							\$255.00	05/15/2026	12/31/2026

Contract ID: 19553936
Union County Department of Job and Family Services / Victory House LLC 2 / 2788772305/15/2026 - 12/31/2026
Page 22 of 22

A motion was made by Tom McCarthy and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

Commissioner Robinson asked how Union County is working on lowering the error rate for SNAP benefits. He expressed concerns with the large penalty that county's will be responsible for if the state error rate is not below 6%. The current state error rate is 6.7%.

Ms. Ware stated they have been doing internal reviews and if the state approves their review, Union County's error rate will be below 6%. All counties are looking at this and doing what they can to make improvements. There has been a push statewide for individual counties to know their own error rates.

* * *

Sue Ware and Maggie Brown left the meeting at this time.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-292:**Executive Session – Pursuant to O.R.C. 121.22(G)(1) – To Consider the Appointment of a Public Official to the Mental Health and Recovery Board – Commissioners**

The County Commissioners do hereby approve entering into executive session at 9:00 a.m. for the purpose of considering an Appointment to the Mental Health and Recovery Board. In attendance were: Bill Narducci, County Administrator; Janell Alexander, Budget Analyst; Thayne Gray, Assistant County Prosecutor; Jake Fishman, Resident; and Mallory Lehman, Clerk to the Board. The session ended at 9:04 a.m.

Resolution to follow.

A motion was made by Steve Robinson and seconded by Shaun Bailey that this resolution be adopted and carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-294:**Appointment of Jake Fishman to the Mental Health and Recovery Board of Union County – Commissioners**

The Board of Commissioners hereby approves the Appointment of Jake Fishman to the Mental Health and Recovery Board of Union County.

Term: July 1, 2026 – June 30, 2030

A motion was made by Steve Robinson and was seconded by Tom McCarthy that this resolution be adopted and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-295:**Appointment of Benjamin Ranly to the Local Emergency Planning Committee – Commissioners**

The Board of County Commissioners hereby approves the Appointment of Benjamin Ranly to the Local Emergency Planning Committee.

	State Emergency Response Commission	Local Emergency Planning Committee Application for Appointment
	c/o Ohio EPA, Lazarus Government Center 50 W. Town St., Ste. 700 P.O. BOX 1049 Columbus, OH 43216-1049	Local Emergency Planning Committee: <u>Union County</u> From 6 / 1 / 2026 through 6 / 30 / 2027
Name <u>Benjamin Ranly</u>		
Title <u>Emergency Preparedness Coordinator</u>		
Employed at <u>Union County Health Department</u>		
☐ Fire ☐ Law ☐ Elected Official ☐ Emergency Management ☐ Hospital ☐ First Aid ☒ Health ☐ Environmental ☐ Transportation ☐ Media ☐ Community Group ☐ Industry ☐ Other:		
LEPC Officer ☐ Information Coordinator ☐ Emergency Coordinator ☐ Chairperson ☐ Vice Chairperson ☐ Secretary		
County Commissioner Name <u>Tom McCarthy</u>	Signature 	Date Signed <u>7, 1, 2026</u>

A motion was made by Tom McCarthy and seconded by Steve Robinson to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
 Tom McCarthy, Yea
 Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026
July 1, 2026

RESOLUTION NO. 26-296:**Approve the Minutes from the May 27, 2026, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the May 27, 2026, meeting.

A motion was made by Tom McCarthy and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-297:**Approve the Minutes from the June 2, 2026, Meeting – Commissioners**

The Board of County Commissioners approved the minutes from the June 2, 2026, meeting.

A motion was made by Tom McCarthy and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

RESOLUTION NO. 26-298:**Approve the Minutes from the June 3, 2026 Meeting – Commissioners**

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

A motion was made by Steve Robinson and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-299:**Participating Payments – Union Township – Chip Seal – Engineer**

The Board of County Commissioners hereby approves the Participating Payments – Union Township – Chip Seal.

RESOLUTION**To The Union County Engineer**

BE IT RESOLVED this 11th day of May, 2026, by the trustees of Union township of Union County, Ohio that the Union County Engineer has prepared estimates for the required work:

Road Number	Road Section	Road Name	Description of Work	Estimated Cost
TR 67	B	Streng Rd	Chip Seal	\$ 16,248.22
TR 70	A	Boerger Rd	Chip Seal	\$ 20,099.85
TR 75	C	N Darby Coe	Chip Seal	\$ 28,876.78
TR 77	A-B	Champaign Co Line	Chip Seal	\$ 19,143.94
TR 79	A-B	Lincoln Rd	Chip Seal	\$ 23,921.88
TR 82		Winget Rd	Chip Seal	\$ 10,453.93
Total				\$ 118,744.60

NOW, THEREFORE, we hereby approve the estimates as submitted by the Union County Engineer and authorize the Union County Engineer to undertake and perform the above work.

Rob Thompson moved and Randy Poland seconded the adoption of this resolution.

Roll Call Vote:

[Signature]
Randy C. Poland

[Signature]
Yes

I, Summer Phelps, Fiscal Officer of Union Township of Union County, Ohio, hereby certify that the funds required to pay the costs expressed above have been lawfully appropriated, are in the Gas Tax Fund, Motor Vehicle License Fee Fund or Road and Bridge Fund, or are in the process of collection, and are free from previous obligation.

5/11/26
Date

[Signature]
Fiscal Officer

A motion was made by Tom McCarthy and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-300:**Bid Award for the 2026 Hot Mix Resurfacing Program – Engineer**

The Board of County Commissioners hereby approves the Bid Award for the 2026 Hot Mix Resurfacing Program.



County Engineer
Environmental Engineer
233 W. Sixth Street
Marysville, Ohio 43040
P 937.645.3021
F 937.645.3161

www.unioncountyohio.gov/engineer

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

Public Service with Integrity

MEMO

TO: Board of Commissioners

FROM: Jeff Stauch

DATE: June 26, 2026

SUBJECT: 2026 Union County Hot Mix Resurfacing Program
Bids received June 17, 2026

We have reviewed the referenced bid proposals. We received one bid.

Bidder**Bid**

The Shelly Company
80 Park Drive
Thornville, OH 43076

\$1,298,548.90

The bid was signed and contained proper bid surety. I recommend that any informalities be waived, and the bid be awarded to *The Shelly Company* in the amount of **\$1,298,548.90**.

Jeff Stauch, PE/PS
County Engineer | Environmental Engineer

Sam Cronk, CBO
Chief Building Official

A motion was made by Steve Robinson and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-301:**Developer's Agreement – Lark Ravine – Engineer**

The Board of County Commissioners hereby approves the Developer's Agreement – Lark Ravine.

**DEVELOPER'S AGREEMENT
LARK RAVINE**

This Agreement made and entered into this 1 day of JULY, 2026, at Marysville, Ohio by and between Romanelli & Hughes, 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 Jerome Township, Union County, Ohio and is desirous of constructing public streets, curbs and gutter, open ditches, storm sewers, culverts, detention basins, catch basins, manholes and related public facilities to service the lots located in a subdivision known as Lark Ravine now being developed by the Developer and, hereinafter referred to as the Subdivision, and

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs and gutter, open ditches, storm sewers, culverts, detention basins, catch basins, manholes and related public facilities within the approved construction documents titled, "Street, Storm Sewer, And Water Improvement Plan for Lark Ravine", 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 streets, curbs and gutter, open ditches, storm sewers, culverts, detention basins, catch basins, manholes and related public facilities 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 \$19,540.00 to cover plan review costs.
3. The Developer shall assume 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, pursuant to a separate Third Party Services reimbursement agreement between the Developer and Union County Engineer. 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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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.
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.
6. Prior to the approval of the public facilities 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 public facilities constructed under this Agreement. The costs shall include construction, engineering, testing, inspection, supervision and other applicable incidental 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.
8. Prior to the approval of the public facilities by the Union County Engineer, the Developer shall deposit a guarantee letter or credit, amounting to a minimum of twenty percent (20%) of the actual total cost of the public facilities as a guarantee that all equipment and materials were properly installed and that the public facilities 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 and until the dedication of the public facilities has been accepted by Union County. 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. Upon completion by the Developer of all the public facilities provided for in the Subdivision and upon approval of those facilities 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
11. Upon presentation of acceptable surety guaranteeing the completion of all the public facilities 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

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

- use, the applicable public facilities, rights-of-way and easements required and shall dedicate the public water and sanitary utilities to the applicable service provider.
12. After approval of the public facilities by the Union County Engineer and after dedication of the public facilities by the Developer, the Union County Commissioners will begin levying 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.
 13. Prior to the date of approval of the public facilities 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 facilities 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 agrees to the working hours of 7am-7pm.
 15. All work shall be completed by 12/31/2028.
 16. 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 approval of the public facilities by the County.
 17. 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.
 18. 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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

From North:

Mitchell Dewitt to the site

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 Final Plat can be submitted, approved, or recorded.
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.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

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

Witnesses:

[Signature] 4/30/26
Signature Date

Printed Name: DARRE Z. MILLER

[Signature] 4/30/26
Signature Date

Printed Name: Denise Gray

Developer(s):

[Signature]
Romanelli & Hughes Date

Witnesses:

[Signature] 7/1/26
Signature Date

Printed Name: Janell Alexander

[Signature] 7-1-26
Signature Date

Printed Name: BILL NAROWCE

Board of Commissioners**Union County, Ohio**

[Signature] 7/1/26
Signature Date

Steve Robinson

[Signature] 7/1/26
Signature Date

Tom McCarthy

[Signature] 7/1/26
Signature Date

Shaun Bailey

Approved as to form:

Thayne D. Gray Digitally signed by Thayne D. Gray
Date: 2026.06.23 11:12:22 -04'00'

Prosecutor's Name Date June 23, 2026

Prosecuting Attorney

Thayne D. Gray, Asst. Pros. Atty.

A motion was made by Steve Robinson and seconded by Tom McCarthy to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

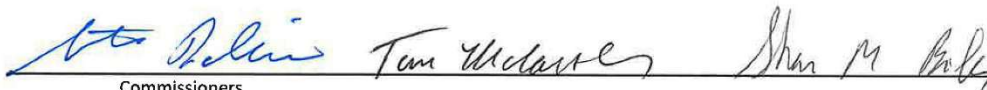
UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-302:**Capital Equipment Request – EMA**

The Board of County Commissioners approved the Capital Equipment Request.

Requisition	Entry Date	Description	Amount	Status	Vendor Name	Department
26004293	06/24/2026	EMA: vehicle purchase	64,216.00	Released	DAVE KEHL CHEVROLET	EMA


Commissioners 7/1/2026

A motion was made by Tom McCarthy and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

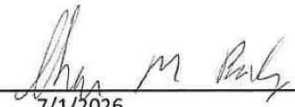
July 1, 2026

RESOLUTION NO. 26-303:**Payment of Bills**

The Board of County Commissioners approved the payment of regular purchase order bills and the “then and now” bills submitted over \$50,000.00 for the week of June 29, 2026.

Vendor	Name	CK RUN	Invoice	PO	Invoice Amt	Status	Dept
7054	AMERICAN STRUCTUREPO Engineer - Streng Road bridge design	070126	206514	20253426	54,260.53	Pending approval	Engineer
9859	TYLER TECHNOLOGIES I Sheriff - public safety software pmt 1 of 2	070126	CI100-00284227B	20263972	58,960.00	Pending approval	Sheriff
9859	TYLER TECHNOLOGIES I Sheriff - public safety software pmt 2 of 2	070126	CI100-00284227	20263892	88,792.08	Pending approval	Sheriff
1852	TRANE Facilities - 233 W 6th St air handler and chiller proj app #2	070126	316022696	20261980	72,319.37	Pending approval	Facilities





Commissioners 7/1/2026

A motion was made by Steve Robinson and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

RESOLUTION NO. 26-304:

Transfers of Appropriations and/or Funds

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

TRANSFER FORM

7/1/26 Wednesday (Due to the Auditor by noon Monday)

Department: Commissioners Date: 6/24/26

RESOLUTION RE: TRANSFER OF FUNDS

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

From: General	04120000	Transfer Out	Exp	568001	NA
Fund Name	Org Number	Object Name		Object Number	Project Number
To: 2018 Sales Tax Debt	501DT515	Transfer In	Rev	466001	NA
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	76,720.83			

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:
July 2026 Sales Tax Debt

Approved by Administrator _____

Roll call vote resulted as follows:

cc: Auditor _____
Originator _____
Resolution File _____

Steve Robinson [Signature]
Tom McCarthy [Signature]
Shaun Bailey [Signature]

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): [Signature]

revised 1/2/2025

Auditor's Office Approval [Signature]

A motion was made by Steve Robinson and seconded by Shaun Bailey to approve this resolution and was carried by the following vote:

Steve Robinson, Yea
Tom McCarthy, Yea
Shaun Bailey, Yea

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

ADMINISTRATOR ACTION NO. 26-069A:

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 June 29, 2026.

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
7406	AMAZON CAPITAL	070126	1MTJ-3RX6-GI	20263268	9.99	Pending approval	Common Pleas-Juv/Prob
1873	PARR PUBLIC SAFETY E	070126	INV124048	20260503	15.00	Pending approval	Sheriff
7406	AMAZON CAPITAL	070126	17VH-MR3T-V	20261164	15.30	Pending approval	Engineer
2245	RICHWOOD BANKING VIS	070126	Zoom	20262710	16.99	Pending approval	Common Pleas-Juv/Prob
6374	CORE AND MAIN LP	070126	Z195328	20264063	21.46	Pending approval	Engineer
6354	KRAMER ENTERPRISES,	070126	20236 (1/3)	20261156	22.89	Pending approval	Engineer
4356	KONICA MINOLTA BUSIN	070126	9010917807	20260159	26.44	Pending approval	Auditor
1522	CENTURYLINK	070126	Toll Free 5-6.2	20264042	27.56	Pending approval	Human Services
516	SILCO FIRE PROTECTIO	070126	6118441	20262750	35.00	Pending approval	Facilities
52	DAYTON POWER & LIGHT	070126	6/19 Scottslav	20261138	35.34	Pending approval	Engineer
2119	GORDON FLESCH COMPAN	070126	IN15662355	20260518	39.00	Pending approval	Sheriff
1127	QUILL CORPORATION	070126	49344898	20260515	39.09	Pending approval	Clerk of Courts
52	DAYTON POWER & LIGHT	070126	233800	20260286	40.70	Pending approval	Facilities
1484	KLEIBER, JON	070126	CASE 2017-2-C	20256719	45.80	Pending approval	Common Pleas-Juv/Prob
3204	JOHN DEERE FINANCIAL	070126	May26	20264021	47.96	Pending approval	Engineer
6354	KRAMER ENTERPRISES,	070126	202637 (3/3)	20261137	50.71	Pending approval	Engineer
978	AEP OHIO	070126	7252 May/Jun	20261148	55.30	Pending approval	Engineer
52	DAYTON POWER & LIGHT	070126	233801	20260286	58.68	Pending approval	Facilities
657	LANGUAGE LINE SERVIC	070126	11943965	20263996	59.49	Pending approval	Prosecutor
978	AEP OHIO	070126	7090 May/Jun	20261148	63.16	Pending approval	Engineer
4821	WILSON PRINTING & GR	070126	70565	20264036	64.68	Pending approval	Common Pleas-Juv/Prob
1127	QUILL CORPORATION	070126	49200628 (1/;	20264022	66.39	Pending approval	Engineer
2119	GORDON FLESCH COMPAN	070126	IN15660184	20260215	68.11	Pending approval	Sheriff
100	SOUTHEASTERN EQUIPMC	070126	D52032	20264066	70.04	Pending approval	Engineer
6168	SBA STRUCTURES, INC.	070126	IN15932517	20260367	70.96	Pending approval	Facilities
10618	LIFESTATION, INC.	070126	8319623	20263993	72.00	Pending approval	Human Services
2119	GORDON FLESCH COMPAN	070126	579951	20257255	73.33	Pending approval	Treasurer
978	AEP OHIO	070126	aepjuly32026	20260522	73.59	Pending approval	Clerk of Courts
4356	KONICA MINOLTA BUSIN	070126	9010917558	20260159	77.18	Pending approval	Auditor
1127	QUILL CORPORATION	070126	49236248 (2/;	20264023	82.98	Pending approval	Engineer
978	AEP OHIO	070126	7002 May/Jun	20261148	86.23	Pending approval	Engineer
978	AEP OHIO	070126	aepjuly22026	20260522	90.60	Pending approval	Clerk of Courts
779	W. W. GRAINGER	070126	9949148994 2	20264026	98.65	Pending approval	Engineer
2683	OARNET	070126	CI-00425775	20260642	100.00	Pending approval	Sheriff
1737	APPLIED ELECTRIC LLC	070126	9848	20264027	105.00	Pending approval	Engineer
1873	PARR PUBLIC SAFETY E	070126	INV123906	20263233	108.73	Pending approval	Sheriff
552	TREASURER STATE OH (	070126	5734088	20262595	113.25	Pending approval	Facilities
552	TREASURER STATE OH (	070126	5734087	20262595	113.25	Pending approval	Facilities
552	TREASURER STATE OH (	070126	5734089	20262595	113.25	Pending approval	Facilities
2238	LEXISNEXIS	070126	1100310077	20263968	116.50	Pending approval	Prosecutor
2119	GORDON FLESCH COMPAN	070126	15663199, 15	20261831	121.98	Pending approval	Common Pleas-Gen
779	W. W. GRAINGER	070126	9948970976 1	20264025	124.86	Pending approval	Engineer
1873	PARR PUBLIC SAFETY E	070126	INV123791	20260510	126.48	Pending approval	Sheriff
1039	REPUBLIC WASTE SERVI	070126	0046-0064552	20261163	129.28	Pending approval	Engineer
2938	GOVERNMENT FORMS	070126	0362336	20261869	148.78	Pending approval	Clerk of Courts
1039	REPUBLIC WASTE SERVI	070126	0046-0064535	20261163	153.32	Pending approval	Engineer
9582	HARGROVE, JAMES A	070126	2026-7	20260838	155.00	Pending approval	Commissioners
2119	GORDON FLESCH COMPAN	070126	I579952	20260252	158.97	Pending approval	Facilities
1873	PARR PUBLIC SAFETY E	070126	INV124221	20263675	175.00	Pending approval	Sheriff
2191	AMAZON	070126	1JFW-HRY9-C	20264004	179.95	Pending approval	Prosecutor
1127	QUILL CORPORATION	070126	233818	20260383	181.77	Pending approval	Commissioners
1873	PARR PUBLIC SAFETY E	070126	INV123905	20263325	181.93	Pending approval	Sheriff
8643	TAYLOR TIRE COMPANY	070126	133913	20264068	191.58	Pending approval	Engineer
1127	QUILL CORPORATION	070126	49253564	20264000	199.48	Pending approval	Prosecutor
8299	HAIX NORTH AMERICA	070126	260013023	20260509	218.95	Pending approval	Sheriff
8832	PRIME CONSTRUCTION M	070126	22465-24-08 (	20264013	222.00	Pending approval	Engineer
4319	OACP	070126	MD4048	20263973	225.00	Pending approval	Sheriff
1873	PARR PUBLIC SAFETY E	070126	INV123912	20260510	228.78	Pending approval	Sheriff
5469	LENOVO INC.	070126	N300693602	20263495	229.99	Pending approval	Common Pleas-Juv/Prob

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

Vendor	Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
2191	AMAZON	070126	1JDV-LRTJ-NLE	20264004	233.67	Pending approval	Prosecutor
937	STATE CHEMICAL MANUF	070126	904252347	20262598	250.27	Pending approval	Facilities
9208	RAY, NICOLE	070126	6-18-2026 mil	20260185	266.19	Pending approval	Common Pleas-Juv/Prob
2119	GORDON FLESCH COMPAN	070126	IS79950	20260254	275.87	Pending approval	Commissioners
1873	PARR PUBLIC SAFETY E	070126	INV123873	20262696	276.01	Pending approval	Sheriff
6024	WILLIAMS, W.W.	070126	051W38727	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W38728	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W38729	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W38730	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W39661	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W38732	20260603	300.00	Pending approval	Facilities
6024	WILLIAMS, W.W.	070126	051W38731	20260603	300.00	Pending approval	Facilities
2191	AMAZON	070126	111L-GG9P-71	20264004	313.08	Pending approval	Prosecutor
374	UNION COUNTY CHAMBER	070126	54175	20257251	315.00	Pending approval	Treasurer
374	UNION COUNTY CHAMBER	070126	54193	20264010	315.00	Pending approval	Auditor
8662	BLUEBEAM, INC.	070126	2901577 (2/2)	20264058	330.00	Pending approval	Engineer
12	WEST PUBLISHING PAYM	070126	853653649	20264005	333.56	Pending approval	Prosecutor
148	POSTMASTER	070126	June26	20264082	350.00	Pending approval	Engineer
590	FYDA FREIGHTLINER CO	070126	CA001950355	20263999	359.58	Pending approval	Engineer
6354	KRAMER ENTERPRISES,	070126	202635 (2/3)	20261137	391.01	Pending approval	Engineer
1039	REPUBLIC WASTE SERVI	070126	0046-0064532	20260523	396.87	Pending approval	Sheriff
10596	DEXTER, NADIA A	070126	2026-026	20263569	400.00	Pending approval	Sheriff
978	AEP OHIO	070126	aepjuly2026	20260522	432.56	Pending approval	Clerk of Courts
2119	GORDON FLESCH COMPAN	070126	IN15658877	20264043	433.14	Pending approval	Human Services
1873	PARR PUBLIC SAFETY E	070126	INV124216	20263197	450.00	Pending approval	Sheriff
39	COLUMBIA GAS OHIO IN	070126	May/June26	20261141	457.74	Pending approval	Engineer
8151	K & M TIRE INC	070126	150075208 (2,	20263997	492.00	Pending approval	Engineer
10620	MOFFETT, BARRY	070126	233786	20264028	500.00	Pending approval	Sheriff
10623	REGULA, JODI S	070126	233872	20264057	525.00	Pending approval	Common Pleas-Gen
2245	RICHWOOD BANKING VIS	070126	233762	20262086	612.83	Pending approval	Common Pleas-Gen
937	STATE CHEMICAL MANUF	070126	904253073	20261150	647.69	Pending approval	Engineer
5805	MATRIX POINTE SOFTWA	070126	UNION-OH-20	20263995	675.00	Pending approval	Prosecutor
1329	GFOA	070126	00029608	20264080	725.00	Pending approval	Auditor
1873	PARR PUBLIC SAFETY E	070126	INV123870	20262697	753.26	Pending approval	Sheriff
1873	PARR PUBLIC SAFETY E	070126	INV123870B	20262695	753.26	Pending approval	Sheriff
1451	TISCH, TERRI L. BLOO	070126	853	20262676	810.25	Pending approval	Commissioners
1873	PARR PUBLIC SAFETY E	070126	INV123871	20262699	828.03	Pending approval	Sheriff
8832	PRIME CONSTRUCTION M	070126	22465-27-08 (	20264015	844.00	Pending approval	Engineer
2245	RICHWOOD BANKING VIS	070126	visacherryvallt	20263786	884.04	Pending approval	Clerk of Courts
8832	PRIME CONSTRUCTION M	070126	22465-28-01 (	20264017	890.00	Pending approval	Engineer
1039	REPUBLIC WASTE SERVI	070126	0046-0064536	20264038	945.59	Pending approval	Engineer
2245	RICHWOOD BANKING VIS	070126	233765	20262088	1,154.19	Pending approval	Common Pleas-Gen
7222	FLEWELLING, ERIC	070126	05.2026 FC	20264045	1,190.00	Pending approval	Human Services
1574	TERMINAL SUPPLY CO.	070126	29711-00	20264067	1,222.12	Pending approval	Engineer
1873	PARR PUBLIC SAFETY E	070126	INV123872	20262706	1,380.05	Pending approval	Sheriff
8151	K & M TIRE INC	070126	150075856 (1,	20264064	1,512.00	Pending approval	Engineer
4694	JB SERVICES LLC	070126	2673	20264037	1,575.00	Pending approval	Engineer
410	SUNBELT RENTALS INC.	070126	184882400-0C	20263906	1,649.99	Pending approval	Engineer
1293	DELL MARKETING LP	070126	10875057091	20263401	1,778.27	Pending approval	Common Pleas-Juv/Prob
3612	KC RYEN PROPERTIES	070126	June rent DM	20264002	2,000.00	Pending approval	Human Services
6000	MARYSVILLE MEADOWS	070126	May & June re	20264041	2,000.00	Pending approval	Human Services
6103	SARGENT, LAURA	070126	05.2026 FC	20264044	2,110.61	Pending approval	Human Services
10616	3SI SECURITY SYSTEMS	070126	SO1014384	20264033	2,160.00	Pending approval	Sheriff
8447	SENTINEL OFFENDER SV	070126	210637	20260880	2,274.68	Pending approval	Common Pleas-Gen
10316	COUGHLIN AUTOMOTIVE	070126	516008378/1	20264024	2,504.44	Pending approval	Common Pleas-Gen
1010	JOHNSON, MATTHEW	070126	5.2026 FC	20264046	2,720.00	Pending approval	Human Services
8832	PRIME CONSTRUCTION M	070126	22465-30-02 (	20264014	3,181.00	Pending approval	Engineer
8132	BAD DAY TRAINING	070826	26-122	20260945	3,250.00	Pending approval	EMA
52	DAYTON POWER & LIGHT	070126	233806	20262983	3,449.68	Pending approval	Facilities

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

Vendor Name	CHECK RUN	Invoice	PO	Invoice Amt	Status	Dept
9858 WEX BANK	070126	113227404	20264049	3,612.96	Pending approval	Human Services
52 DAYTON POWER & LIGHT	070126	233873	20262983	4,191.55	Pending approval	Facilities
8132 BAD DAY TRAINING	070826	26-114	20260945	4,250.00	Pending approval	EMA
10622 VAUGHN, NICOLE	070126	VHGP0501202	20264040	4,335.00	Pending approval	Human Services
1873 PARR PUBLIC SAFETY E	070126	INV123874	20262696	4,416.16	Pending approval	Sheriff
2446 EAGLE ELECTRICAL	070126	262407-001	20262801	4,600.00	Pending approval	Facilities
3990 BURGESS & NIPLE ARCH	070126	1247790	20261984	5,568.00	Pending approval	Engineer
8662 BLUEBEAM, INC.	070126	2901384 (1/2)	20264060	5,610.00	Pending approval	Engineer
9281 STRAND ASSOCIATES	070126	239376	20264018	5,642.17	Pending approval	Engineer
833 VERIZON WIRELESS GRE	070126	6145848548	20264050	6,128.23	Pending approval	Human Services
2175 TREASURER OF STATE (	070126	26RC02701	20264053	6,575.00	Pending approval	Sheriff
8832 PRIME CONSTRUCTION M	070126	22465-26-07 (	20264016	6,609.00	Pending approval	Engineer
682 OHIO READY MIX INC	070126	621262	20264065	7,145.00	Pending approval	Engineer
2446 EAGLE ELECTRICAL	070126	262244-001	20261974	8,205.00	Pending approval	Facilities
8832 PRIME CONSTRUCTION M	070126	22465-25-06 (	20264012	9,742.00	Pending approval	Engineer
5451 REDWOOD TOXICOLOGY L	070126	877795	20261832	10,200.00	Pending approval	Common Pleas-Gen
5020 J & M ASPHALT SEALIN	070126	2475	20261975	12,250.00	Pending approval	Facilities
1873 PARR PUBLIC SAFETY E	070126	INV124215	20261844	14,220.32	Pending approval	Sheriff
7507 STRYKER MEDICAL	070126	9212603804	20261839	14,797.50	Pending approval	Sheriff
1873 PARR PUBLIC SAFETY E	070126	INV124220	20261841	16,996.27	Pending approval	Sheriff
8206 LEGENDS LIFT &	070126	UCSS052026	20264047	17,645.40	Pending approval	Human Services
142 OTIS ELEVATOR COMPAN	070126	10040235875	20260605	26,619.48	Pending approval	Facilities
8206 LEGENDS LIFT &	070126	UC052026	20264047	27,537.59	Pending approval	Human Services
8430 QUALITY LAWN TREATM	070126	26203	20262791	29,650.00	Pending approval	Engineer
1852 TRANE	070126	316022695	20261981	38,500.73	Pending approval	Facilities



Administrator

7-1-26

7/1/2026

* * *

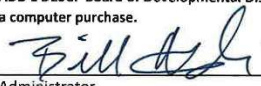
UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

ADMINISTRATOR ACTION NO. 26-000A:**Transfer of Appropriations and/or Funds**

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

JOURNAL	LINE	ENTRY DATE	JNL SHORT DESC	JNL EFF DATE	AMD STATUS	JNL CLERK	ORG	OBJECT	PROJECT	COMMENT	DTL EFF DATE	DR/CR	AMOUNT
702	1	6/22/2026	transfer funds			devans	04140000	530171		Transfer funds	6/22/2026	D	\$ 10,000.00
702	2	6/22/2026	transfer funds			devans	04140000	520100		Transfer funds	6/22/2026	I	\$ 10,000.00
ADD'L DESC: Common Pleas General Division - moving funds for supply purchase.													
845	1	6/28/2026	computer			cwarnock	35240608	520100		supplies to equip for	6/28/2026	D	\$ 3,000.00
845	2	6/28/2026	computer			cwarnock	35240608	540100		supplies to equip for	6/28/2026	I	\$ 3,000.00
ADD'L DESC: Board of Developmental Disabilities - moving funds from supplies to equipment for a computer purchase.													



Administrator7-1-26
7/1/2026

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

TRANSFER FORM

_____ Wednesday (Due to the Auditor by noon Monday)

Department: Union County Health DepartmentDate: June 24, 2026**RESOLUTION RE: TRANSFER OF FUNDS**A motion was made by _____ and seconded by _____
to approve the following transfer (s):

From: <u>Health Center</u>	<u>9130H025</u>	<u>Contracts</u>	<u>Exp</u>	<u>538009</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / Fees</u>	<u>Rev</u>	<u>420104</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>13.00</u>			

From: <u>Health Center</u>	<u>9130H025</u>	<u>Contracts</u>	<u>Exp</u>	<u>538009</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
To: <u>Sheriff's Rotary</u>	<u>20943808</u>	<u>Webcheck / BCI Fees</u>	<u>Rev</u>	<u>420111</u>	
Fund Name	Org Number	Object Name		Object Number	Project Number
	Amount: \$	<u>22.00</u>			

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: \$	_____			

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:

Invoice #2026MAY-11 for a Webcheck completed in May

1 @ \$35.00 Each = \$13.00 Sheriff's Fees; \$22.00 BCI Fees

Moon Chang

Approved by Administrator WAA**Roll call vote resulted as follows:**cc: Auditor
Originator
Resolution FileSteve Robinson
Tom McCarthy
Shawn Bailey

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

Auditor's Office Approval

HP 6/25/26

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

TRANSFER FORM

7/1 Wednesday (Due to Auditor by noon Thursday)

UCATS

Date: 6/25/2026

RESOLUTION RE: TRANSFER OF FUNDSA motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	UCATS	36044508	Vehicle Maintenance	A	530160	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	M & G Fund	25042200	Office Reimbursement	R	480136	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$	592.91		

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

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

Reason for Request:

Mechanic service work May 2026	Invoice: 000891	\$ 319.32
	Invoice: 000898	\$ 273.59
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Transfer total:

\$ 592.91

Approved by Administrator

WAV

Roll call vote resulted as follows:

cc: Auditor

Steve Robinson
Thomas A. McCarthy
Shaun Bailey

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): Jackie Hites

Auditor's Office Approval

H 6/25/24

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

TRANSFER FORM

7/1 Wednesday (Due to Auditor by noon Thursday)

Human Services

Date: 6/25/2026

RESOLUTION RE: TRANSFER OF FUNDSA motion was made by _____ and seconded by _____
to approve the following transfer (s):

From:	Public Assistance	35001508	Travel & Expense	A	550100	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	M & G Fund	25042200	Office Reimbursement	R	480136	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$	403.21		

From:	Senior Services Sales Tax	36906708	Travel & Expense	Exp	550100	
	Fund Name	Org Number	Object Name		Object Number	Project Number
To:	M & G Fund	25042200	Office Reimbursement	R	480136	
	Fund Name	Org Number	Object Name		Object Number	Project Number
		Amount: \$	\$	82.58		

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

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

Agency Vehicle Allocation for 2026 is 83% DJFS & 17% Senior Services

Reason for Request: Repair

Mechanic service work May 2026	Invoice: 000888	\$	62.07
	Invoice: 000889	\$	299.58
	Invoice: 000884	\$	62.07
	Invoice: 000895	\$	62.07
		\$	-
		\$	-

Transfer total:

\$	485.79
DJFS 83%	
\$	403.21
Sr. Services 17%	
\$	82.58
\$	485.79

Approved by Administrator

UAA

Roll call vote resulted as follows:

cc: Auditor

Steve Robinson

Thomas A. McCarthy

Shaun Bailey

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):

Auditor's Office Approval

HRC 6/25/24

* * *

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

*County Administrator Bill Narducci provided the following updates:

- The consulting firm continues to work on the TIFs for the Jerome Township-Union County Cooperative Board. A news article over the weekend regarding TIFs resulting in him receiving phone calls from Jonathan Alder School District. Representatives from the school would like to be more involved with conversations moving forward. The next Cooperative Board meeting is Thursday, July 13 at 11:00 a.m.
- The short-term rental lodging tax is going into effect today. There has been a lot of work from the Tourism and the Auditor's Office to get this legislation updated, and notifying all short-term rental property owners.
- On Monday, he met with Sheriff Justice, Commissioner Robinson and a developer about relocated the Sheriff's Office shooting range. Relocation of the range is the best option for everyone involved, and there will be more follow-up conversations regarding this.
- Commissioner Bailey asked if the developer will be covering the expense of moving the range, and Mr. Narducci stated that is correct.
- There were interviews held last week for the Imaging Technician position at Records Center and Archives. An offer letter will be sent out later this week.

* * *

*Assistant County Prosecutor Thayne Gray provided the following updates:

- No report.

* * *

*Budget Analyst Janell Alexander provided the following updates:

- The month of June is closed, so she is working on an updated financial report.
- She has drafted some documents to help with the budget and is asked for the Board's feedback on them.

* * *

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

- No report.

* * *

*Commissioner Shaun Bailey provided the following updates:

- No report.

* * *

*Commissioner Steve Robinson provided the following updates:

- He attended a CEBCO Board meeting. The Wellness Program will be finalized next month. The new process will be more streamlined for employees and will give Commissioners some input on rewards.
- Cheryl Subler from CCAO sent out an email with a survey asking county's what they are carrying over. He wanted to make sure the survey was completed, and Ms. Alexander stated the survey was done, and she would share the results.
- The SNAP benefits error rate is still a huge concern from many counties.

UNION COUNTY COMMISSIONERS JOURNAL 2026

July 1, 2026

-
- He attended the meeting to discuss the Sheriff's Office shooting range. It was a good discussion.

* * *

*Commissioner Tom McCarthy provided the following updates:

- He attended a Bridges Community Action meeting last week. Bridges voted on the Land Bank's request to administer grant funds for home repairs for senior citizens and low-income residents. The Land Bank will be discussing this in their meeting tomorrow.
- He attended the Business Impact Breakfast, and the topic was housing. Developers feel they can build homes in surrounding counties for significantly lower costs.
- Commissioner Bailey stated the design standards of Marysville drive the costs up, and surrounding communities in Union County will be cheaper.
- Commissioner McCarthy stated that builders are building to match the market and not design standards. Unfortunately, service workers and entry level workers are being priced out of homes. It is important to reduce unnecessary costs.

* * *

*Commissioner Robinson adjourned the meeting at 9:44 a.m.

The preceding Minutes were read and approved July 29, 2026.



Digitally signed by Tom McCarthy
DN: cn=Tom McCarthy,
o=Commissioners, ou=Commissioner,
email=commissioners@unioncountyohio.gov, c=US
Date: 2026.07.29 11:29:38 -04'00'

Tom McCarthy
Commissioner



Digitally signed by Steve Robinson
DN: cn=Steve Robinson, o=Commissioners,
ou=Commissioner,
email=commissioners@unioncountyohio.gov, c=US
Date: 2026.07.29 11:30:01 -04'00'

Steve Robinson
Commissioner



Digitally signed by Shaun Bailey
DN: cn=Shaun Bailey,
o=Commissioners, ou=Commissioner,
email=commissioners@unioncountyohio.gov, c=US
Date: 2026.07.29 11:30:19 -04'00'

Shaun Bailey
Commissioner



Digitally signed by Mallory Lehman
DN: cn=Mallory Lehman,
o=Commissioners, ou=Clerk to the
Board,
email=mlehman@unioncountyohio.gov,
c=US
Date: 2026.07.29 11:31:39 -04'00'

Mallory Lehman, Clerk to the Board