

DATE: July 7, 2023
TO: Board of Health Members
FROM: Jacquelyn Phillips Carter, MPH, BSN, RN - Secretary
SUBJECT: Agenda for July 11, 2023

City of Middletown Board of Health & Environment will meet in regular session **July 11, 2023** at 7:30AM in Conference Room 2C at the City Building with the following agenda. If you are unable to attend the meeting, please call 513-425-1818.

MEETING CALLED TO ORDER

ROLL CALL- Motion to excuse absent members

CITIZEN COMMENTS

APPROVAL OF MINUTES

1. June 13, 2023-Regular Session
2. June 20, 2023-Special Session with City Council

RECEIVE AND FILE FINANCIAL REPORT –June 2023

EDUCATION PRESENTATION

Emergency Preparedness

OLD BUSINESS

1. PHAB
2. Tobacco21 (T21)

NEW BUSINESS

1. Travel Authorizations-None
2. Approval of Maternity Licensure-Atrium Medical Center
3. Review of Smoke Free Investigations Provider Agreement
4. Review of CMHD 2nd Quarter Report-2023
5. Discussion of 2024 Environmental Fees
6. Board Member Topic-Open Discussion

REPORTS

Health Commissioner
Medical Director
Director of Nursing
Environmental Health Director

EXECUTIVE SESSION

Personnel Discussion

ADJOURNMENT

The Next Board of Health Meeting is scheduled for August 8, 2023 at 7:30am

It is the policy of the City of Middletown to make all public hearings and meetings accessible to all persons, in accordance with state and/or federal laws. If you have a disability which requires accommodation in order for you to attend and/or participate in this meeting, please contact us at 425-7851 or 425-7705 (TDD) at least forty-eight hours prior to the time of the meeting to advise the need for accommodation, and reasonable efforts shall be made to provide the same.

CITY OF MIDDLETOWN

BOARD OF HEALTH

Minutes

June 13, 2023

The City of Middletown Board of Health met in regular session at 7:30 AM on June 13, 2023.

Members Present

Mayor, Nicole Condrey, BS, President
Jeff Bonnell
Sally Kash, MS, RN
Ruth Lolli
Joseph Richmond
Amy Sibcy
Dr. Scott Zollett, MD

Health Department Staff Present

Jackie Phillips Carter, MPH, BSN, RN
Carla Ealy, BS, REHS
Chandra Corbin, BSN, RN
Amanda McDonald, Vital Statistics Registrar
Olivia Hall, Emergency Preparedness Coordinator

Absent

None.

ROLL CALL

Motion: Ms. Kash moved, seconded by Ms. Lolli to excuse Mr. Richmond.

Roll call vote: Yes-5(Bonnell, Kash, Lolli, Sibcy, Zollett). No-0. **Motion Passed.**

CITIZEN COMMENTS

Mr. Steve Lewis, a Middletown citizen and member of the Parks Board, joined the Board of Health meeting. Mr. Lewis stated that he was not speaking on behalf of the Parks Board, but rather as a Middletown citizen. Mr. Lewis brought up concerns regarding stray cats being fed at public parks. Mr. Lewis stated that there are ordinances and laws prohibiting the feeding of animals on public grounds, and stated that the laws needed to be adhered. Feeding cats in public parks has brought in other wild animals such as raccoons and opossums as well as predatory animals that prey on the smaller animals. Mr. Lewis stated that coyotes have been documented at the site of the old Middletown Regional Hospital. Mr. Lewis stated that round worms can be transmitted from raccoons to cats, thus presenting health concerns. Mr. Lewis encouraged Board of Health members to attend Parks Board meetings which are held at 7:30pm the second Monday of each month in Conference Room 2C.

Discussions

Mayor Condrey stated that the ordinance to which Mr. Lewis referenced was Parks Ordinance 1070.02 which states in part, "No person shall feed or provide any form of food to any animal in the park other than a dog or service animal which is in their possession. No food of any kind shall be left behind in the park and all consumable items shall be removed from the park or deposited into a park waste receptacle."

Mr. Richmond arrived at 7:40am.

APPROVAL OF MINUTES- May 2023

Motion: Ms. Kash moved, seconded by Ms. Lolli to approve the May 2023 Board of Health meeting minutes.

Roll call vote: Yes-6 (Bonnell, Kash, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

RECEIVE AND FILE FINANCIAL REPORT-May 2023

Motion: Mr. Richmond moved, seconded by Ms. Sibcy to receive and file the May 2023 Financial Report.

Roll call vote: Yes-6 (Bonnell, Kash, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

Education Presentation- Vaping-Chandra Corbin

Ms. Corbin provided the board with an overview of vaping and the need for Tobacco21 (T21). A short video discussing the addictive properties of nicotine and the ill effects that it has on a developing brain was shown to the board. Ms. Corbin explained that local tobacco retailer licensing is important for funding and coordinating T21 efforts. Tobacco Retailer Licensing (TRL) is an evidence-based way to reduce tobacco use and an important companion strategy to T21. Through annual renewal of the license, the policy sets up sustainable funding for enforcement efforts. Use of TRL can also help reduce the density, type and location of tobacco retailers.

Ms. Corbin stated that in Cincinnati after T21 was implemented, retailer sales to youth under age 21 during underage buy attempts decreased by 74% from 2021 to 2022. Youth are finding it harder to access tobacco, from 2018 to 2022 youth-reported-ease-of-access to tobacco products decreased by 27%.

Ms. Corbin explained that a CDC study found that 99% of the e-cigarettes sold in assessed venues in the United States contained nicotine. Nicotine can harm the developing adolescent brain. The brain keeps developing until about age 25. Using nicotine in adolescence can harm the parts of the brain that control attention, learning, mood and impulse control. The most common reason U.S. middle and high school students give for trying an e-cigarette is "a friend used them." The most common reason youth give for continuing to use e-cigarettes is "I am feeling anxious, stressed or depressed."

Ms. Corbin explained to the board that many of the vape pens or e-cigarettes can be hidden in plain sight due to the many different styles and varieties, some being disguised as writing pens or highlighters, making them difficult to spot.

Discussions

Ms. Phillips Carter stated that many of the vaping ads are targeted for youth. Ms. Phillips Carter informed the board that Beth Race, Executive Director of Butler County Family and Children First Council, visited many of the local schools and vapes were found in classrooms as young as fourth and fifth grades.

Dr. Zollett asked how such young children were able to get vapes.

Ms. Phillips Carter stated that anyone can purchase them online.

Mayor Condrey stated that City Council's biggest concern is inhibiting Middletown businesses.

Mayor Condrey stated that the BOH is implementing T21, the question being posed to City Council is, should there be a retail density number in place and should there be zoning restrictions on tobacco shops.

Upon further discussion, it was stated that the Planning Commission would be the ones to impose zoning restrictions.

Mayor Condrey stated that the purpose of the joint meeting between BOH and City Council being held on Tuesday, June 20th, is to educate council about T21.

Mayor Condrey stated that City Council had discussed lifting the moratorium in place concerning medical marijuana dispensaries, but would still like to limit the number of dispensaries located within the city.

Dr. Zollett added that while everyone seems to be concerned with being "allowed" to do what they want, the healthcare costs associated with tobacco are astronomical.

Mayor Condrey stated that having someone from the schools present at the joint meeting would be beneficial.

Ms. Phillips Carter stated that she believes someone from the schools will be present; Kristina Latta-Landefeld of Envision Partnerships, is putting together a presentation for City Council.

Mayor Condrey stated that BOH may want to forgo a zoning recommendation.

OLD BUSINESS

PHAB

Ms. Phillips Carter informed the board that a Community Health Assessment (CHA) meeting will be held Wednesday, June 14th and will focus on declaring health priorities for the upcoming Community Health Improvement Plan (CHIP).

NEW BUSINESS

Travel Authorizations

No travel requests.

Approval of Agreement between Butler County General Health District and City of Middletown Health Department-Public Health Emergency Preparedness (PHEP)

Ms. Carter Phillips explained that CMHD has been receiving this grant since 2001. The grant goes through Butler County General Health District and CMHD is required to complete deliverables to receive funds. The new contract is effective July 1, 2023.

Motion: Ms. Kash moved, seconded by Mr. Richmond to approve the PHEP Agreement.

Roll call vote: Yes-5 (Kash, Lolli, Richmond, Sibcy, Zollett). No-0. **Motion Passed.**

Board Member Topic-Open Discussion

Mayor Condrey stated that the BOH should decide before the joint meeting with City Council what number they would like to suggest for retail density. Retail density number discussion followed. Mayor Condrey suggested that the BOH look into the policies of cities that currently have retail density numbers in place.

REPORTS

Health Commissioner

Ms. Phillips Carter informed the board that she will be attending the 17 Strong Symposium on June 24th that will focus on getting communities to connect and engage. Ms. Phillips Carter encouraged board members to attend the symposium.

Ms. Phillips Carter informed the board that CMHD will be participating in the June 14th Farmer's Market by providing food safety information.

Medical Director

In Dr. Jennewine's absence, Ms. Corbin reported the May Communicable Disease cases.

Campylobacteriosis	1
Chlamydia infection	27
Coccidioidomycosis	1
COVID-19	37
CP-CRE	4
Gonococcal infection	12
Hepatitis B	1
Hepatitis C	6

Director of Nursing

Ms. Corbin informed the board that CMHD continues to offer the bivalent COVID vaccines as we await ODH's newest recommendations to be released in the fall. Vaccines are offered the first and third Thursday of each month from 12pm-1pm at the health department.

Environmental Director

Ms. Ealy informed the board that plans have been approved for Arby's that will be located on Verity Parkway. The licensing of Mango Punch, a new mobile, has brought the city's total mobile licenses to sixteen.

Ms. Ealy explained what a "mobile" is to the board, citing that there are different types of mobiles and the differences between mobiles and temporaries.

Ms. Ealy informed the board that the city now has seven micro-markets. A micro market is a self-service retail space where individuals can purchase food and beverages.

Ms. Ealy stated that PHEP deliverables had been completed and CMHD has received funds in the amount of \$22,491.84.

Ms. Ealy stated that CMHD continues to maintain regular inspections of swimming pools and food facilities.

Ms. Ealy informed the board that the Juneteenth Festival will be held Saturday, June 17th. CMHD expects multiple temporary and mobile food vendors to attend this event.

Ms. Phillips Carter informed the board that Ms. Hall had held Emergency Response Plan (ERP) training for CMHD staff and will be providing the Board of Health with similar training.

ADJOURNMENT

The meeting was adjourned at 9:09 AM. The next meeting will be held on June 20, 2023 at 4:30 PM in Council Chambers. This will be a special meeting held with City Council focusing on Tobacco21.

Jacquelyn D. Phillips Carter, MPH, BSN, RN
Secretary

Nicole Condrey, President
City of Middletown Board of Health

CITY OF MIDDLETOWN
BOARD OF HEALTH AND CITY COUNCIL
SPECIAL MEETING
Minutes
June 20, 2023

The City of Middletown Board of Health met in special session with City Council at 4:30 PM on June 20, 2023 in Council Chambers.

Members Present

Mayor, Nicole Condrey, BS, President
Ruth Lolli
Joseph Richmond
Amy Sibcy
Dr. Scott Zollett, MD

Health Department Staff Present

Jackie Phillips Carter, MPH, BSN, RN
Carla Ealy, BS, REHS
Chandra Corbin, BSN, RN

Absent

Sally Kash, MS, RN
Jeff Bonnell

ROLL CALL

Ms. Schenck called roll for City Council. Council motioned to excuse council member Monica Nenni, motion was approved.

Ms. Phillips Carter called roll for Board of Health.

Motion: Ms. Lolli moved, seconded by Ms. Sibcy to excuse Ms. Kash and Mr. Bonnell.

Roll call vote: Yes-4(Lolli, Richmond, Sibcy, Zollett). No-0. **Motion Passed.**

DISCUSS TOBACCO 21 RETAIL LICENSING

Mayor Condrey stated that this was a special meeting between City Council and City of Middletown Board of Health(BOH). Kristina Latta-Landefeld, Envision Partnerships; Kristy Duritsch, Southwest Ohio Safety Council; Anna Bowman, Middletown City High School Assistant Principal; and Debbie Houser, Middletown City Schools Superintendent were also present.

Mayor Condrey gave a brief overview of Tobacco 21 (T21), stating that T21 is a law that prohibits the sale of tobacco and/or tobacco products to anyone under the age of 21. The law went into effect in July of 2019 in the state of Ohio, and became a federal law in December of 2019. It is difficult to enforce T21 because there is no way of knowing exactly where tobacco and tobacco products are being sold. This is where the Tobacco Retail Licenses (TRL) come in, cities across the state are implementing TRL's. City of Middletown Health Department (CMHD) passed an ordinance in November 2022 which will implement a TRL in the city.

Mayor Condrey gave an overview of the timeline of T21. July 2019-Ohio implemented T21. July 2019-City of Cincinnati BOH approved TRL. December 2019-City of Cincinnati began license enforcement. December 2019-T21 passed federally. September 2021-City of Norwood passed TRL. June 2022-City of Hamilton passed TRL. November 2022-City of Middletown passed TRL. January 2024-CMHD will begin enforcing TRL.

Mayor Condrey explained that after consulting with City lawyers and best practices from other cities, the legal team has stated that retail density or zoning would be best enacted as part of the city's Development Code. The Board of Health is the entity that approved TRL and that is the extent of the BOH's involvement. The BOH has joined City Council to act as an advisory board on the topic. The Planning Commission/Zoning will be responsible for any density or buffering zones and City Council will be the ultimate voting body. City Council would hold a public hearing then decide to adopt, adopt with modifications or reject Planning Commission's recommendations.

Ms. Phillips Carter stated that Envision Partnerships are consultants and the goal of T21 is to keep youth from smoking and vaping.

City of Middletown Health Department is implementing the T21 program, with the police department enforcing the law. The schools are on the frontline and will be able to provide feedback. The money generated by TRL fees will go toward providing education and prevention.

Ms. Latta-Landefeld of Envision Partnerships provided City Council and BOH with a presentation, explaining that Envision Partnerships is working in all 10 school districts located within the county by providing prevention, education and school support groups. The earlier the age of first use increases the chances of addiction, not only to nicotine but also other substances later on.

Ms. Latta-Landefeld explained that the first E-cigarettes (vapes) looked much like an actual cigarette and youth were not attracted to cigarettes, then companies changed the look of E-cigarettes (vapes). A 2020 Pride Student Drug Use Survey showed that 3.2% of students have smoked cigarettes in the last 30 days, while 14.1% have used electronic-vapor. The same survey also showed that the perception of availability of electronic vapor was higher than cigarettes and alcohol.

Ms. Latta-Landefeld stated that children in 7-8th grades are increasingly using electronic-vapor devices that attract youth.

Ms. Bowman Assistant Principal of Middletown City Schools addressed City Council and BOH stating that the schools are seeing a large increase in vaping among students in grades 9-12, while seeing a decrease in cigarette smoking in that same age group. Ms. Bowman stated that electronic-vapor is being used across all demographics of students. The schools will be installing vapor detectors to try to discourage vapor use as well as providing a vaping policy and education program she also stated they are trying to deal with discipline issues associated with vaping.

Mayor Condrey explained that there are approximately 69 tobacco retailers located within the City of Middletown. The annual license fee will be \$250 and the money will go towards education and targeted enforcement.

The Board of Health spoke about a 1 shop per 2,000 residents density number, however; realized that was not a good option and the last City Council Meeting has changed their recommendation. The BOH is now recommending capping the number of shops that are currently operating within the city.

Discussion

Council member Muterspaw stated that he watched the May 9th BOH meeting and shared it with about 75 Middletown business owners. Mr. Muterspaw stated that nobody is against T21, but they are for businesses. Mr. Muterspaw stated that Middletown has a reputation of not being business-friendly. Mr. Muterspaw informed council and the BOH that he had invited two Middletown business owners to the meeting, stating that these business owners follow all of the laws and regulations and fears that if they choose to sell their business and cannot transfer the tobacco license, the business will not be worth what it should. Mr. Muterspaw stated that the goal here is not to punish business owners.

Mr. Muterspaw stated that he is happy to hear that BOH is no longer recommending cutting tobacco retailers from 69 to 20-something stores in Middletown.

Ms. Phillips Carter stated that she is also business-friendly, but would like to see a standard set for the city. Ms. Phillips

Carter stated that T21 is about youth, not adults. Ms. Phillips Carter continued that public health's goal is to make everyone as healthy as possible; stating that often times it appears as over-reach, citing seatbelt laws and non-smoking indoors, etc.

Mr. Muterspaw asked if he was correct that there were only 10 vape shops located within the city.

Ms. Phillips Carter stated that it was correct. There are zero regulations currently placed on these vape shops. The shops are often situated in depressed communities, targeting the most vulnerable populations.

Mr. Muterspaw stated that he is all for regulating the vape shops, but not for penalizing business that happen to also sell tobacco and tobacco products, by not allowing them to transfer their tobacco licenses if they sell their business.

Mayor Condrey stated that the BOH is not requesting that businesses are not able to transfer their licenses, stating that BOH has listened to council concerns and would like for licenses to be made transferable so that businesses retain their value.

Mr. Muterspaw stated that he wants to make sure business owners are treated fairly, and not punish business owners who follow the law. Mr. Muterspaw stated that as council, they have to answer to businesses that are doing everything right.

Dr. Zollett asked if these were the types of businesses we wanted in Middletown.

Mr. Muterspaw replied absolutely, he welcomes businesses in the city.

Dr. Zollett asked if that meant "all" businesses.

Mr. Muterspaw replied, yes.

Ms. Phillips Carter stated that although often times youth do access tobacco products at home, its about access barriers. Regulation makes it a little more difficult for youth to access it.

Council member Tal Moon stated that it was mentioned that BOH has recommended restricting retail density number and not including buffering zones, asking what the factors were in reaching that decision.

Mayor Condrey replied that since businesses already currently exist in those zones, BOH did not want those business to have to close or move and interfere with the free market as well as there being greater administrative hurdles with enacting buffering zones.

Ms. Latta-Landefeld clarified that the T21 laws are primarily focused on vape shops, stating that it is only through the department of taxation that we even know these shops exist. TRL helps us know what is being sold.

Mayor Condrey welcomed council members to bring T21 up for further discussion at any time at council meetings.

RECEIVE AND FILE SPECIAL MEETING DOCUMENTS

Council motioned and moved to approve receiving and filing special meeting documents.

ADJOURNMENT

The meeting was adjourned at 5:33 PM. The next Board of Health meeting will be held on July 11, 2023 at 7:30 AM in Conference Room 2C on the second floor of the City Building.

Jacquelyn D. Phillips Carter, MPH, BSN, RN
Secretary

Nicole Condrey, President
City of Middletown Board of Health

City of Middletown Health Department June 2023 Financial Notes

Vital Statistics

- \$7,468.02 Revenue Earned
- 623 Certificates Sold
- 50 Burial permits Sold

Environmental

- \$4823.56 Revenue Earned

Grants/Agreements Reimbursements

- Enhanced Operations (EO-22) \$49,788 deposited
- MAC Billing \$15,163.96 deposited
- Covid Needs (CN-22) \$28,560.90 payment pending
- Enhanced Operations (EO-22) \$9,561.61 payment pending
- Workforce 22 (WF-22) \$39,310.05 payment pending

Indigent Services

- \$20,000.00 budgeted for 2023
- 16 Applications approved through June 2023
 - 3 OD's
 - 1 COD'S pending
 - \$8,056 Indigent Services Budget Remaining

Current Grants

- Workforce Development (WF-23) 7/01/2023-11/30/2027
 - Multi-year project, 7/1/2023-11/30/2027
 - Award granted to CMHD \$435,000

City of Middletown Budgetary Control Report

Period Ending July 05, 2023

Health & Environmental Fund	Current Year Appropriation	Supplements & Transfers	Carryover & Encumbrance	Total Appropriated	Month-to-Date Expenses	Year-to-Date Expenses	Balance	Encumbrance	Combined Encumbrance	Remaining Budget Percent
Personnel Services										
228.450.51110 Salaries & Wages	\$565,079.00	\$0.00	\$0.00	\$565,079.00	\$0.00	\$215,613.15	\$349,465.85	\$0.00	\$349,465.85	61.8%
228.450.51211 Pers	\$79,111.00	\$0.00	\$0.00	\$79,111.00	\$6,043.86	\$39,086.03	\$40,024.97	\$0.00	\$40,024.97	50.6%
228.450.51220 Worker's Compensation	\$22,603.00	\$0.00	\$0.00	\$22,603.00	\$0.00	\$937.74	\$21,665.26	\$21,665.26	\$0.00	0.0%
228.450.51230 Group Health Insurance	\$103,148.00	\$0.00	\$0.00	\$103,148.00	\$0.00	\$51,573.90	\$51,574.10	\$8,595.65	\$42,978.45	41.7%
228.450.51270 Medicare City Share	\$8,194.00	\$0.00	\$0.00	\$8,194.00	\$0.00	\$3,018.33	\$5,175.67	\$0.00	\$5,175.67	63.2%
228.450.51275 Life Insurance	\$1,899.00	\$0.00	\$0.00	\$1,899.00	\$152.10	\$1,064.70	\$834.30	\$0.00	\$834.30	43.9%
Personnel Services Totals	\$780,034.00	\$0.00	\$0.00	\$780,034.00	\$6,195.96	\$311,293.85	\$468,740.15	\$30,260.91	\$438,479.24	56.2%
Contractual Services										
228.450.52110 Travel & Training	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$216.27	\$1,110.85	\$2,889.15	\$0.00	\$2,889.15	72.2%
228.450.52111 Mandatory Training (Finance Chg.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	-\$50.00	\$0.00	-\$50.00	0.0%
228.450.52120 Employee Mileage	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$324.03	\$997.00	\$2,003.00	\$0.00	\$2,003.00	66.8%
228.450.52222 Telephone Line Charges	\$5,640.00	\$0.00	\$0.00	\$5,640.00	\$170.86	\$2,975.29	\$2,664.71	\$0.00	\$2,664.71	47.2%
228.450.52310 Municipal Garage Charges	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$234.78	\$1,509.04	\$1,990.96	\$0.00	\$1,990.96	56.9%
228.450.52480 Other Professional Services	\$41,085.00	\$0.00	\$0.00	\$41,085.00	\$1,389.37	\$7,229.35	\$33,855.65	\$0.00	\$33,855.65	73.7%
228.450.52481 Workforce Development Grant	\$33,398.00	\$0.00	\$8,086.69	\$41,484.69	\$930.00	\$16,082.07	\$25,402.62	\$22,000.00	\$3,402.62	4.8%
228.450.52488 Health Department COVID	\$121,000.00	\$0.00	\$14,625.00	\$135,625.00	\$2,717.41	\$6,153.10	\$129,471.90	\$22,285.00	\$107,186.90	79.0%
228.450.52490 Outside Printing	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$232.45	\$378.45	\$1,621.55	\$0.00	\$1,621.55	81.1%
228.450.52510 Maintenance of Equipment	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$1,632.46	\$6,367.54	\$0.00	\$6,367.54	79.6%
228.450.52820 Licenses & Permits	\$11,340.00	\$0.00	\$0.00	\$11,340.00	\$0.00	\$2,043.00	\$9,297.00	\$0.00	\$9,297.00	82.0%
228.450.52920 Memberships, Books & Periodicals	\$1,587.00	\$0.00	\$0.00	\$1,587.00	\$0.00	\$388.00	\$1,199.00	\$0.00	\$1,199.00	75.6%
Contractual Services Total	\$234,550.00	\$0.00	\$22,711.69	\$257,261.69	\$6,215.17	\$40,548.61	\$216,713.08	\$44,285.00	\$172,428.08	59.1%
Commodities										
228.450.53100 Office Supplies	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$119.44	\$1,359.15	\$1,140.85	\$0.00	\$1,140.85	45.6%
228.450.53210 Food	\$200.00	\$0.00	\$0.00	\$200.00	\$15.40	\$127.75	\$72.25	\$0.00	\$72.25	36.1%
228.450.53610 Small Tools & Equipment	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$139.77	\$60.23	\$0.00	\$60.23	30.1%
228.450.53710 Chemicals & Labs	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$75.72	\$424.28	\$0.00	\$424.28	84.9%
Commodities Total	\$3,400.00	\$0.00	\$0.00	\$3,400.00	\$134.84	\$1,702.39	\$1,697.61	\$0.00	\$1,697.61	49.9%
Capital Expenses										
228.450.54310 Auto Depreciation	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$436.00	\$2,616.00	\$2,184.00	\$0.00	\$2,184.00	45.5%
Capital Expenses Total	\$4,800.00	\$0.00	\$0.00	\$4,800.00	\$436.00	\$2,616.00	\$2,184.00	\$0.00	\$2,184.00	45.5%
Health Fund Year-to-Date Totals	\$1,022,784.00	\$0.00	\$22,711.69	\$1,045,495.69	\$12,981.97	\$356,160.85	\$689,334.84	\$74,545.91	\$614,788.93	56.9%

*Some Charges have not been loaded by Finance for this month. Expenses incurred in these areas will not be seen on this report.

005 JUL 2023

CITY OF MIDDLETOWN BUDGETARY CONTROL REPORT
HEALTH/ENVIRONMENT ADMINISTRATION
FOR THE PERIOD ENDED July 05, 2023

PAGE 001

	CURRENT YEAR APPROP'S	SUPP. APP'S & TRANSFERS	CARRY-OVER ENCUMBRANCES	TOTAL APPROPRIATED	MTD-EXPENSE	YTD-EXPENSE	UNEXP-BALANCE	ENCUMBRANCE	Combined Unencumbered Amount	REM-%
HEALTH/ENVIRONMENT ADMINISTRATION										
228.450.51110 SALARIES & WAGES	\$ 565,079.00	\$ 0.00	\$ 0.00	\$ 565,079.00	\$ 0.00	\$ 215,613.15	\$ 349,465.85	\$ 0.00	\$ 349,465.85	61.8%
228.450.51120 OVERTIME WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.51211 PERS	79,111.00	0.00	0.00	79,111.00	6,043.86	39,086.03	40,024.97	0.00	40,024.97	50.6%
228.450.51220 WORKERS COMPENSATION	22,603.00	0.00	0.00	22,603.00	0.00	937.74	21,665.26	21,665.26	0.00	0.0%
228.450.51230 GROUP HEALTH INSURANCE	103,148.00	0.00	0.00	103,148.00	0.00	51,573.90	51,574.10	8,595.65	42,978.45	41.7%
228.450.51240 UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.51270 MEDICARE-CITY SHARE	8,194.00	0.00	0.00	8,194.00	0.00	3,018.33	5,175.67	0.00	5,175.67	63.2%
228.450.51275 LIFE INSURANCE	1,899.00	0.00	0.00	1,899.00	152.10	1,064.70	834.30	0.00	834.30	43.9%
228.450.51290 EMPLOYEE AWARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERSONAL SERVICES	780,034.00	0.00	0.00	780,034.00	6,195.96	311,293.85	468,740.15	30,260.91	438,479.24	56.2%
228.450.52110 TRAVEL & TRAINING	4,000.00	0.00	0.00	4,000.00	216.27	1,110.85	2,889.15	0.00	2,889.15	72.2%
228.450.52111 MANDATORY TRAINING	0.00	0.00	0.00	0.00	0.00	50.00	<50.00>	0.00	<50.00>	0.0%
228.450.52120 EMPLOYEE MILEAGE REIMBURSEMENT	3,000.00	0.00	0.00	3,000.00	324.03	997.00	2,003.00	0.00	2,003.00	66.8%
228.450.52222 TELEPHONE LINE CHARGES - HEALTH A	5,640.00	0.00	0.00	5,640.00	170.86	2,975.29	2,664.71	0.00	2,664.71	47.2%
228.450.52230 POSTAGE AND POSTAL CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52310 MUNICIPAL GARAGE CHARGES	3,500.00	0.00	0.00	3,500.00	234.78	1,509.04	1,990.96	0.00	1,990.96	56.9%
228.450.52340 EQUIPMENT/VEHICLE RENTAL										
228.450.52410 LEGAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52420 MEDICAL SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52480 OTHER PROFESSIONAL SERVICE	41,085.00	0.00	0.00	41,085.00	1,389.37	7,229.35	33,855.65	0.00	33,855.65	73.7%
228.450.52481 WORKFORCE GRANT CONTRACTUAL SERVI	33,398.00	0.00	8,086.69	41,484.69	930.00	16,082.07	25,402.62	22,000.00	3,402.62	4.8%
228.450.52482 SYRINGE EXCHANGE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52488 HEALTH DEPT COVID-19 EXPENSES	121,000.00	0.00	14,625.00	135,625.00	2,717.41	6,153.10	129,471.90	22,285.00	107,186.90	79.0%
228.450.52490 OUTSIDE PRINTING	2,000.00	0.00	0.00	2,000.00	232.45	378.45	1,621.55	0.00	1,621.55	81.1%
228.450.52510 MAINTENANCE OF EQUIPMENT	8,000.00	0.00	0.00	8,000.00	0.00	1,632.46	6,367.54	0.00	6,367.54	79.6%
228.450.52680 MEDICAL LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52820 LICENSES AND PERMITS	11,340.00	0.00	0.00	11,340.00	0.00	2,043.00	9,297.00	0.00	9,297.00	82.0%
228.450.52920 MEMBERSHIPS, BOOKS, PERIODICAL	1,587.00	0.00	0.00	1,587.00	0.00	388.00	1,199.00	0.00	1,199.00	75.6%
228.450.52930 PHOTO SUPPLIES & PROCESSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.52940 INDIGENT BURIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRACTUAL SERVICES	234,550.00	0.00	22,711.69	257,261.69	6,215.17	40,548.61	216,713.08	44,285.00	172,428.08	59.1%
228.450.53100 OFFICE SUPPLIES	2,500.00	0.00	0.00	2,500.00	119.44	1,359.15	1,140.85	0.00	1,140.85	45.6%
228.450.53101 SUPPLIES FOR HIV GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.53102 HARM REDUCTION SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.53210 FOOD	200.00	0.00	0.00	200.00	15.40	127.75	72.25	0.00	72.25	36.1%

[illegible]

05 JUL 2023

CITY OF MIDDLETOWN BUDGETARY CONTROL REPORT
HEALTH/ENVIRONMENT ADMINISTRATION
FOR THE PERIOD ENDED July 05, 2023

PAGE 002

	CURRENT YEAR	SUPP. APP'S	CARRY-OVER	TOTAL					Combined	
	APPROP'S	& TRANSFERS	ENCUMBRANCES	APPROPRIATED	MTD-EXPENSE	YTD-EXPENSE	UNEXP-BALANCE	ENCUMBRANCE	Unencumbered	REM-%
									Amount	
228.450.54310 AUTO & TRUCK DEPRECIATION	4,800.00	0.00	0.00	4,800.00	436.00	2,616.00	2,184.00	0.00	2,184.00	45.5%
228.450.54320 OFFICE MACHINERY & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.54360 OTHER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
228.450.54370 COMPUTER SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL	4,800.00	0.00	0.00	4,800.00	436.00	2,616.00	2,184.00	0.00	2,184.00	45.5%
TOTAL HEALTH ADMINISTRATION	1,022,784.00	0.00	22,711.69	1,045,495.69	12,981.97	356,160.85	689,334.84	74,545.91	614,788.93	56.9%
GRAND TOTAL FUND 228	1,022,784.00	0.00	22,711.69	1,045,495.69	12,981.97	356,160.85	689,334.84	74,545.91	614,788.93	56.9%

Monthly Receipt History for Account number

228.000.44210

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
VITAL STATISTICS	2023	JANUARY	8211.78	8211.78
	2023	FEBRUARY	6931.82	15143.60
	2023	MARCH	15077.02	30220.62
	2023	APRIL	7890.19	38110.81
	2023	MAY	6572.04	44682.85
	2023	JUNE	6619.24	51302.09
	2022	JANUARY	9943.78	9943.78
	2022	FEBRUARY	12804.90	22748.68
	2022	MARCH	9988.38	32737.06
	2022	APRIL	7246.66	39983.72
	2022	MAY	12784.71	52768.43
	2022	JUNE	8441.08	61209.51
	2022	JULY	7882.86	69092.37
	2022	AUGUST	11438.70	80531.07
	2022	SEPTEMBER	7582.86	88113.93
	2022	OCTOBER	9745.86	97859.79
	2022	NOVEMBER	7424.42	105284.21
	2022	DECEMBER	8203.78	113487.99
	2021	JANUARY	10859.20	10859.20
	2021	FEBRUARY	8137.22	18996.42
	2021	MARCH	11431.46	30427.88
	2021	APRIL	13803.40	44231.28
	2021	MAY	8012.54	52243.82
	2021	JUNE	10141.38	62385.20
	2021	JULY	9711.26	72096.46
	2021	AUGUST	10607.62	82704.08
	2021	SEPTEMBER	8905.68	91609.76
	2021	OCTOBER	9698.06	101307.82
	2021	NOVEMBER	8431.80	109739.62
	2021	DECEMBER	9935.12	119674.74
	2020	JANUARY	10015.20	10015.20
	2020	FEBRUARY	9483.04	19498.24
	2020	MARCH	12877.27	32375.51
	2020	APRIL	4432.06	36807.57
	2020	MAY	5381.40	42188.97
	2020	JUNE	9390.42	51579.39
	2020	JULY	6208.34	57787.73
	2020	AUGUST	10881.84	68669.57
	2020	SEPTEMBER	9347.00	78016.57
	2020	OCTOBER	9432.98	87449.55
	2020	NOVEMBER	9382.42	96831.97
	2020	DECEMBER	9515.10	106347.07
	2019	JANUARY	8291.04	8291.04
	2019	FEBRUARY	8104.16	16395.20
	2019	MARCH	10480.58	26875.78
	2019	APRIL	8680.02	35555.80
	2019	MAY	8659.81	44215.61
	2019	JUNE	11201.45	55417.06
	2019	JULY	9050.64	64467.70
	2019	AUGUST	10175.44	74643.14
	2019	SEPTEMBER	8312.18	82955.32

Monthly Receipt History for Account number

228.000.44211

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
VITAL STATISTICS SHIPPING CHAR	2023	JANUARY	134.35	134.35
	2023	FEBRUARY	-203.92	-69.57
	2023	MARCH	173.00	103.43
	2023	APRIL	-124.85	-21.42
	2023	MAY	-134.30	-155.72
	2023	JUNE	28.65	-127.07
	2022	JANUARY	53.60	53.60
	2022	FEBRUARY	138.15	191.75
	2022	MARCH	-27.05	164.70
	2022	APRIL	89.50	254.20
	2022	MAY	-134.45	119.75
	2022	JUNE	223.70	343.45
	2022	JULY	-184.21	159.24
	2022	AUGUST	-62.85	96.39
	2022	SEPTEMBER	45.05	141.44
	2022	OCTOBER	391.55	532.99
	2022	NOVEMBER	-316.50	216.49
	2022	DECEMBER	93.60	310.09
	2021	JANUARY	-3.10	-3.10
	2021	FEBRUARY	-49.80	-52.90
	2021	MARCH	43.60	-9.30
	2021	APRIL	107.90	98.60
	2021	MAY	-123.80	-25.20
	2021	JUNE	126.75	101.55
	2021	JULY	0.45	102.00
	2021	AUGUST	-103.75	-1.75
	2021	SEPTEMBER	58.15	56.40
	2021	OCTOBER	-90.20	-33.80
	2021	NOVEMBER	98.45	64.65
	2021	DECEMBER	6.70	71.35
	2020	JANUARY	80.10	80.10
	2020	FEBRUARY	43.55	123.65
	2020	MARCH	-3.10	120.55
	2020	APRIL	204.60	325.15
	2020	MAY	-260.40	64.75
	2020	JUNE	-131.75	-67.00
	2020	JULY	86.80	19.80
	2020	AUGUST	-68.20	-48.40
	2020	SEPTEMBER	15.50	-32.90
	2020	OCTOBER	35.85	2.95
	2020	NOVEMBER	-18.60	-15.65
	2020	DECEMBER	-94.55	-110.20
	2019	JANUARY	41.40	41.40
	2019	FEBRUARY	51.75	93.15
	2019	MARCH	-43.65	49.50
	2019	APRIL	25.50	75.00
	2019	MAY	-12.94	62.06
	2019	JUNE	116.25	178.31
	2019	JULY	44.10	222.41
	2019	AUGUST	-7.80	214.61
	2019	SEPTEMBER	-141.75	72.86

Monthly Receipt History for Account number

228.000.44215

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
PATERNITY AFFIDAVITS	2023	FEBRUARY	120.00	120.00
	2023	MAY	60.00	180.00
	2022	MARCH	80.00	80.00
	2022	JUNE	60.00	140.00
	2022	AUGUST	160.00	300.00
	2022	NOVEMBER	120.00	420.00
	2022	DECEMBER	20.00	440.00
	2021	FEBRUARY	160.00	160.00
	2021	MAY	40.00	200.00
	2021	DECEMBER	20.00	220.00
	2019	FEBRUARY	80.00	80.00
	2019	MAY	80.00	160.00
Total			1000.00	

Monthly Receipt History for Account number

228.000.44225

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
IMMUNIZATION CLINICS	2022	MARCH	1200.00	1200.00
	2022	DECEMBER	3000.00	4200.00
	2021	DECEMBER	3000.00	3000.00
	2020	DECEMBER	3000.00	3000.00
	2019	JANUARY	40.00	40.00
	2019	FEBRUARY	150.00	190.00
	2019	MARCH	300.00	490.00
	2019	APRIL	20.00	510.00
	2019	JULY	40.00	550.00
	2019	OCTOBER	3000.00	3550.00
Total			13750.00	

Monthly Receipt History for Account number

228.000.44281

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
FSO RESTAURANT LICENSE	2023	JANUARY	848.00	848.00
	2023	FEBRUARY	35233.00	36081.00
	2023	MARCH	24797.19	60878.19
	2023	APRIL	1072.50	61950.69
	2023	MAY	863.00	62813.69
	2023	JUNE	1976.50	64790.19
	2022	JANUARY	323.00	323.00
	2022	FEBRUARY	20502.50	20825.50
	2022	MARCH	15041.50	35867.00
	2022	APRIL	1560.25	37427.25
	2022	MAY	70.50	37497.75
	2022	JUNE	1211.50	38709.25
	2022	JULY	1972.50	40681.75
	2022	AUGUST	639.00	41320.75
	2022	SEPTEMBER	643.50	41964.25
	2022	OCTOBER	842.00	42806.25
	2022	NOVEMBER	405.00	43211.25
	2022	DECEMBER	900.00	44111.25
	2021	JANUARY	199.36	199.36
	2021	FEBRUARY	28067.00	28266.36
	2021	MARCH	23096.00	51362.36
	2021	APRIL	3939.50	55301.86
	2021	MAY	1834.50	57136.36
	2021	JUNE	1677.00	58813.36
	2021	JULY	3537.50	62350.86
	2021	AUGUST	1640.00	63990.86
	2021	SEPTEMBER	946.00	64936.86
	2021	OCTOBER	545.00	65481.86
	2021	NOVEMBER	674.00	66155.86
	2021	DECEMBER	567.00	66722.86
	2020	JANUARY	795.00	795.00
	2020	FEBRUARY	40896.32	41691.32
	2020	MARCH	17632.75	59324.07
	2020	APRIL	983.50	60307.57
	2020	MAY	542.50	60850.07
	2020	JUNE	507.00	61357.07
	2020	JULY	1367.00	62724.07
	2020	AUGUST	1470.00	64194.07
	2020	SEPTEMBER	806.00	65000.07
	2020	OCTOBER	-570.00	64430.07
	2020	NOVEMBER	934.00	65364.07
	2020	DECEMBER	1249.64	66613.71
	2019	JANUARY	1179.00	1179.00
	2019	FEBRUARY	36346.50	37525.50
	2019	MARCH	23426.25	60951.75
	2019	APRIL	817.50	61769.25
	2019	MAY	1609.50	63378.75
	2019	JUNE	1004.00	64382.75
	2019	JULY	1029.50	65412.25
	2019	AUGUST	506.00	65918.25
	2019	SEPTEMBER	770.00	66688.25

228.000.44282

Monthly Receipt History for Account number

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
FOOD ESTABLISHMENT LICENSE	2023	JANUARY	300.00	300.00
	2023	FEBRUARY	13216.00	13516.00
	2023	MARCH	8676.75	22192.75
	2023	APRIL	482.50	22675.25
	2023	MAY	1302.00	23977.25
	2023	JUNE	1937.00	25914.25
	2022	FEBRUARY	12010.00	12010.00
	2022	MARCH	3381.00	15391.00
	2022	APRIL	166.00	15557.00
	2022	MAY	300.00	15857.00
	2022	SEPTEMBER	84.00	15941.00
	2022	NOVEMBER	300.00	16241.00
	2022	DECEMBER	471.00	16712.00
	2021	FEBRUARY	12292.00	12292.00
	2021	MARCH	11461.00	23753.00
	2021	APRIL	391.00	24144.00
	2021	JUNE	421.50	24565.50
	2021	JULY	531.25	25096.75
	2021	AUGUST	717.00	25813.75
	2021	SEPTEMBER	185.00	25998.75
	2021	OCTOBER	370.00	26368.75
	2021	DECEMBER	323.00	26691.75
	2020	JANUARY	234.00	234.00
	2020	FEBRUARY	16938.00	17172.00
	2020	MARCH	7535.00	24707.00
	2020	APRIL	991.00	25698.00
	2020	JUNE	95.00	25793.00
	2020	SEPTEMBER	767.00	26560.00
	2020	OCTOBER	673.00	27233.00
	2020	NOVEMBER	580.00	27813.00
	2020	DECEMBER	185.00	27998.00
	2019	FEBRUARY	17873.00	17873.00
	2019	MARCH	6261.75	24134.75
	2019	APRIL	300.00	24434.75
	2019	MAY	185.00	24619.75
	2019	JULY	150.00	24769.75
	2019	SEPTEMBER	452.00	25221.75
	2019	OCTOBER	374.00	25595.75
	2019	NOVEMBER	335.00	25930.75
Total			123246.75	

Monthly Receipt History for Account number

228.000.44280

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
VENDING LICENSE	2023	FEBRUARY	611.49	611.49
	2023	MARCH	37.06	648.55
	2023	JUNE	37.06	685.61
	2022	FEBRUARY	51.96	51.96
	2022	MARCH	571.56	623.52
	2021	JANUARY	34.64	34.64
	2021	FEBRUARY	17.32	51.96
	2021	MARCH	629.52	681.48
	2021	APRIL	-23.32	658.16
	2020	FEBRUARY	617.52	617.52
	2020	MARCH	17.32	634.84
	2019	FEBRUARY	629.00	629.00
	2019	MARCH	106.25	735.25
Total			3337.38	

Monthly Receipt History for Account number

228.000.44284

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
FOOD SAFETY CLASSES	2023	MARCH	210.00	210.00
	2021	OCTOBER	60.00	60.00
	2020	MARCH	150.00	150.00
	2019	JANUARY	300.00	300.00
	2019	MARCH	120.00	420.00
	2019	MAY	90.00	510.00
	2019	JULY	30.00	540.00
	2019	AUGUST	30.00	570.00
Total			990.00	

228.000.44283

Monthly Receipt History for Account number

Account	Year	Month	Total Month	Total YTD
HOUSEHOLD SEWAGE	2023	JANUARY	2337.50	2337.50
	2023	FEBRUARY	205.00	2542.50
	2023	MARCH	155.00	2697.50
	2023	APRIL	47.23	2744.73
	2022	JANUARY	1361.25	1361.25
	2022	MARCH	802.98	2164.23
	2022	MAY	130.00	2294.23
	2022	JUNE	120.00	2414.23
	2022	SEPTEMBER	287.05	2701.28
	2022	OCTOBER	100.00	2801.28
	2022	DECEMBER	1940.00	4741.28
	2021	JANUARY	1730.00	1730.00
	2021	FEBRUARY	1180.00	2910.00
	2021	MARCH	295.00	3205.00
	2021	APRIL	2742.56	5947.56
	2021	MAY	15.00	5962.56
	2021	JULY	65.00	6027.56
	2021	AUGUST	180.00	6207.56
	2021	SEPTEMBER	3324.45	9532.01
	2021	OCTOBER	-74.00	9458.01
	2021	NOVEMBER	406.00	9864.01
	2021	DECEMBER	1750.00	11614.01
	2020	JANUARY	6583.25	6583.25
	2020	FEBRUARY	3840.00	10423.25
	2020	MARCH	3190.28	13613.53
	2020	APRIL	2075.00	15688.53
	2020	MAY	340.00	16028.53
	2020	JUNE	1315.00	17343.53
	2020	JULY	180.00	17523.53
	2020	AUGUST	140.00	17663.53
	2020	SEPTEMBER	156.62	17820.15
	2020	DECEMBER	1340.00	19160.15
	2019	JANUARY	2530.25	2530.25
	2019	FEBRUARY	476.25	3006.50
	2019	APRIL	188.75	3195.25
	2019	MAY	15.00	3210.25
	2019	JUNE	45.00	3255.25
	2019	AUGUST	240.00	3495.25
	2019	SEPTEMBER	208.25	3703.50
	2019	OCTOBER	2450.00	6153.50
	2019	NOVEMBER	4995.00	11148.50
	2019	DECEMBER	8935.00	20083.50

Total

58343.67

Monthly Receipt History for Account number

228.000.44285

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
SWIMMING POOL/SPA	2023	APRIL	3160.00	3160.00
	2023	MAY	2560.00	5720.00
	2022	APRIL	3920.00	3920.00
	2022	MAY	1829.00	5749.00
	2022	JUNE	275.00	6024.00
	2022	JULY	283.00	6307.00
	2021	APRIL	3700.00	3700.00
	2021	MAY	1945.00	5645.00
	2020	APRIL	2320.00	2320.00
	2020	MAY	660.00	2980.00
	2020	JUNE	1985.00	4965.00
	2020	JULY	440.00	5405.00
	2020	AUGUST	220.00	5625.00
	2019	APRIL	4440.00	4440.00
	2019	MAY	1545.00	5985.00
Total			29282.00	

Monthly Receipt History for Account number

228.000.44286

Account	Year	Month	Date 05 Jul 2023 Total Month	Total YTD
TATTOO LICENSE	2023	JANUARY	562.50	562.50
	2022	JANUARY	562.50	562.50
	2022	JUNE	250.00	812.50
	2022	DECEMBER	1500.00	2312.50
	2021	JANUARY	1000.00	1000.00
	2021	JULY	250.00	1250.00
	2021	NOVEMBER	500.00	1750.00
	2021	DECEMBER	750.00	2500.00
	2020	JANUARY	812.50	812.50
	2020	AUGUST	250.00	1062.50
	2020	DECEMBER	500.00	1562.50
	2019	JANUARY	1250.00	1250.00
	2019	DECEMBER	750.00	2000.00
Total			8937.50	

Monthly Receipt History for Account number

228.000.44287

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
PARK/CAMPS LICENSE FEES	2023	APRIL	163.00	163.00
	2022	MARCH	100.00	100.00
	2022	APRIL	113.00	213.00
	2021	APRIL	213.00	213.00
	2020	APRIL	100.00	100.00
	2020	MAY	113.00	213.00
	2019	APRIL	100.00	100.00
Total			902.00	

Monthly Receipt History for Account number

228.000.49100

Account	Year	Month	Total Month	Total YTD
REIMBURSEMENTS	2023	JANUARY	7756.78	7756.78
	2023	MARCH	3314.59	11071.37
	2023	APRIL	3622.37	14693.74
	2023	MAY	8046.96	22740.70
	2023	JUNE	18195.00	40935.70
	2022	JANUARY	451.92	451.92
	2022	FEBRUARY	775.00	1226.92
	2022	MARCH	12263.09	13490.01
	2022	APRIL	56288.07	69778.08
	2022	MAY	4509.89	74287.97
	2022	JUNE	22525.43	96813.40
	2022	SEPTEMBER	20564.64	117378.04
	2022	OCTOBER	3964.75	121342.79
	2022	DECEMBER	15386.55	136729.34
	2021	JANUARY	250.00	250.00
	2021	FEBRUARY	1667.10	1917.10
	2021	MARCH	11270.58	13187.68
	2021	APRIL	134.34	13322.02
	2021	MAY	3685.00	17007.02
	2021	JUNE	46169.56	63176.58
	2021	JULY	2325.00	65501.58
	2021	AUGUST	8990.39	74491.97
	2021	SEPTEMBER	19569.42	94061.39
	2021	OCTOBER	1935.97	95997.36
	2021	NOVEMBER	1800.00	97797.36
	2021	DECEMBER	69141.70	166939.06
	2020	FEBRUARY	9708.10	9708.10
	2020	MARCH	33887.93	43596.03
	2020	MAY	8285.37	51881.40
	2020	JULY	10493.82	62375.22
	2020	AUGUST	6512.59	68887.81
	2020	SEPTEMBER	26994.04	95881.85
	2020	OCTOBER	3943.65	99825.50
	2020	NOVEMBER	8662.57	108488.07
	2020	DECEMBER	25465.01	133953.08
	2019	JANUARY	580.00	580.00
	2019	FEBRUARY	1515.48	2095.48
	2019	MAY	1578.76	3674.24
	2019	JULY	24524.57	28198.81
	2019	AUGUST	1336.04	29534.85
	2019	OCTOBER	43347.25	72882.10
	2019	NOVEMBER	348.39	73230.49
	2019	DECEMBER	3241.04	76471.53

Total

555028.71

Monthly Receipt History for Account number

228.000.43370

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
PUBLIC HEALTH WORKFORCE DEV GR2023		MARCH	35650.42	35650.42
	2022	JUNE	47808.32	47808.32
	2022	SEPTEMBER	26792.77	74601.09
	2022	DECEMBER	30438.44	105039.53

Total

140689.95

Monthly Receipt History for Account number

228.000.43368

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
COVID-19 CONTACT TRACING GRANT	2023	MARCH	6538.40	6538.40
	2022	JANUARY	98050.00	98050.00
	2022	MAY	52157.10	150207.10
	2021	OCTOBER	9282.75	9282.75
	2020	AUGUST	19071.07	19071.07
	2020	OCTOBER	66715.14	85786.21
	2020	NOVEMBER	49304.97	135091.18
	2020	DECEMBER	32856.00	167947.18
Total			333975.43	

Monthly Receipt History for Account number

228.000.43367

Account	Year	Month	Date 05 Jul 2023	
			Total Month	Total YTD
COVID-19 CRISIS RESPONSE GRANT	2023	MAY	65649.94	65649.94
	2023	JUNE	49788.45	115438.39
	2022	MARCH	24022.00	24022.00
	2021	JANUARY	8990.39	8990.39
	2021	FEBRUARY	20000.00	28990.39
	2021	MARCH	5000.00	33990.39
	2021	AUGUST	18459.61	52450.00
	2021	SEPTEMBER	229857.75	282307.75
	2021	OCTOBER	-9282.75	273025.00
	2021	NOVEMBER	98382.00	371407.00
	2020	AUGUST	14903.27	14903.27
	2020	SEPTEMBER	10268.82	25172.09
	2020	OCTOBER	37951.91	63124.00
	2020	DECEMBER	235997.00	299121.00
	Total		809988.39	

Monthly Receipt History for Account number

228.000.43330

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
STATE HEALTH SUBSIDY	2023	FEBRUARY	20100.36	20100.36
	2023	MARCH	9329.20	29429.56
	2022	MAY	9333.70	9333.70
	2021	APRIL	9135.25	9135.25
	2020	MARCH	9135.25	9135.25
	2019	JULY	9135.25	9135.25
Total			66169.01	

Monthly Receipt History for Account number

228.000.43332

Date 05 Jul 2023

Account	Year	Month	Total Month	Total YTD
BUREAU CHILDRENS MEDICAL HANDI	2022	NOVEMBER	700.00	700.00
	2019	JANUARY	430.00	430.00
	2019	FEBRUARY	1320.00	1750.00
	2019	MARCH	190.00	1940.00
	2019	APRIL	820.00	2760.00
	2019	MAY	930.00	3690.00
	2019	JUNE	510.00	4200.00
	2019	JULY	1740.00	5940.00
	2019	AUGUST	810.00	6750.00
	2019	SEPTEMBER	1090.00	7840.00
	2019	OCTOBER	1350.00	9190.00
	2019	NOVEMBER	10.00	9200.00
Total			9900.00	

Ohio Department of Health

MATERNITY LICENSURE

Board of Health
Certificate of Approval

General Information and Instructions

Ohio Administrative Code (OAC) 3701-7-03 states that the Ohio Department of Health is to forward a copy of a completed application to the board of health of the health district in which the maternity unit and newborn care nursery, newborn care nursery, or maternity home is located. The board of health of the health district shall approve the application, unless the maternity unit, newborn care nursery, or maternity home is in noncompliance with any applicable local health regulation; and notify the director of its determination within 30 days of receipt of the application.

You may fax the Certificate of Approval to (614) 564-2426 or mail to the address below.

Ohio Department of Health
DQA/BIOS – Licensure Program
246 N. High Street, 3rd Floor
Columbus, OH 43215

Should you have any questions regarding the actual survey or the requirements, you may e-mail the survey bureau at community@odh.ohio.gov or call (614) 387-0801. Should you have any questions regarding the form, please e-mail us at liccert@odh.ohio.gov or call the BIOS Licensure Program at (614) 466-7713.

MATERNITY LICENSURE

Board of Health Certificate of Approval

Hospital/Home Name	ID # _____MAT
Address	
City	Zip

_____, Board of Health, being in session on _____, adopted and approved the above maternity licensure application.

Moved by: _____

Seconded by: _____

Roll call, each member voted as follows:

Comments: _____

Health Commissioner's Name _____

Signature _____

Date _____

Return to: Ohio Department of Health
DQA/BIOS – Licensure Program
246 N. High Street
Columbus, OH 43215
(614) 564-2426 (Fax)



Department
of Health

Mike DeWine Governor
Jon Husted, Lt. Governor

Amy Acton, M.D., MPH Director

NO
ch

106684 NOV-7 22

Maternity Licensure Application

As defined in Chapter 3701-7 of the Ohio Administrative Code

ID # 0185MAT

APPLICATION TYPE		APPLICATION FEE	
<input type="checkbox"/> Initial	<input checked="" type="checkbox"/> Renewal		
<input type="checkbox"/> Level I Obstetrical Service/Neonatal Care Service		\$1,250.00	
<input checked="" type="checkbox"/> Level II Obstetrical Service/Neonatal Care Service		\$1,750.00	
<input type="checkbox"/> Level III Obstetrical Service/Neonatal Care Service		\$2,250.00	
<input type="checkbox"/> Level IV Obstetrical Service/Neonatal Care Service		\$2,250.00	
<input type="checkbox"/> Level IV Obstetrical Service/ Level III Neonatal Care Service		\$2,250.00	
<input type="checkbox"/> Freestanding Children's Hospital - Level III Neonatal Care Service		\$2,250.00	
<input type="checkbox"/> Freestanding Children's Hospital - Level IV Neonatal Care Service		\$2,250.00	
<input type="checkbox"/> Maternity Home		\$750.00	
Hospital/Home Name <u>Atrium Medical Center</u>			
Address <u>One Medical Center Drive</u>			
City <u>Middletown</u>	Zip <u>45005</u>	County <u>Warren</u>	
Telephone Number <u>513-974-5246</u>		OB Unit Contact Person E-mail Address <u>ccwolff@premierhealth.com</u>	

Mailing Address

Name <u>Atrium Medical Center</u>	<u>Kevin Harlan, President</u>	
Address <u>One Medical Center Drive</u>		
City <u>Middletown</u>	State <u>Ohio</u>	Zip <u>45005</u>

Capacity/Floor Location


OBSTETRIC:	CAPACITY	FLOOR LOCATION
Triage	<u>3</u>	<u>3</u>
Labor	<u></u>	<u></u>
Labor Delivery/Recovery	<u>6</u>	<u>3</u>
Labor Delivery/Recovery/Postpartum	<u>2</u>	<u>3</u>
Recovery	<u>2</u>	<u>3</u>
Postpartum	<u>17</u>	<u>3</u>
Antepartum	<u>2</u>	<u></u>
Special Delivery Services	<u></u>	<u></u>
TOTAL OBSTETRIC CAPACITY	<u>32</u>	

2022 OCT 31 PM 1:26
REGULATORY #73
OSM/BRG

2022 NOV 15 PM 1:04
REGULATORY #73
OSM/BRG

Robin

NEONATAL:	CAPACITY	FLOOR LOCATION
Rooming In	<u>21</u>	<u>3</u>
Well Baby Nursery	<u>6</u>	<u>3</u>
Holding Nursery	<u> </u>	<u> </u>
Special Care Unit	<u>6</u>	<u>3</u>
Neonatal Intensive Care Unit	<u> </u>	<u> </u>
TOTAL NEONATAL CAPACITY	<u>33</u>	

Name of Local Health Department	
Middletown Department of Health	
I hereby certify that the statutes of the State of Ohio and the rules of the Ohio Sanitary Code relating to licensed maternity hospitals/homes or children's hospitals will be faithfully observed, and this hospital/home will be maintained with due regard to the safety, health and welfare of its patients.	
CEO/Executive Director or Agent for Licensee Name	
Kevin Harlan/ President	
Signature	Date
	10/25/2023

**OHIO DEPARTMENT OF HEALTH
TOBACCO ENFORCEMENT SMOKE FREE INVESTIGATIONS PROVIDER AGREEMENT**

This Tobacco Enforcement Smoke Free Investigations Provider Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")	AND	Entity Name ("Designee"): Middletown City Health Department
Regulatory Enforcement Bureau, Smoke-Free Workplace Program		Entity Address: 1 Donham Plz, Middletown, OH 45042-1932
James Hodge, Bureau Chief ("ODH Agreement Manager")		Entity Contact Name ("Authorized Representative"): Carla Ealy, Director of Environment Health
246 North High Street, Columbus, Ohio 43215		Contact Email Address: carlae@cityofmiddletown.org
614-644-6220		Contact Phone Number: (513) 425-7853
james.hodge@odh.ohio.gov		OAKS ID Number-Address Code: 53012-07

For the purpose of this Agreement, the terms "Party" or "Parties" may be used to refer to both ODH and/or Designee, individually or collectively. Two (2) hard copies of this Agreement should be signed by Designee and returned to Ohio Department of Health, Smoke-Free Workplace Program, 246 North High Street, Columbus, Ohio 43215, Attention: James Hodge, within fourteen (14) days of receipt at the above address. One (1) hard copy of the fully executed Agreement will be returned to Designee.

In accordance with Ohio Revised Code ("O.R.C.") Chapter 3794 and Ohio Administrative Code ("O.A.C.") Chapter 3701-52, the Director of Health has designated this local health department as the agency for investigation of smoke-free workplace complaints for its geographical jurisdiction under Ohio law.

1. AGREEMENT TERM. Subject to §6 and other terms and conditions specified in this Agreement:

1.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

7/1/2023

1.1. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

6/30/2025

1.1. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include the Renewal terms.

2. AGREEMENT FUNDING.

2.1. Agreement Funding Source:

State of Ohio, General Revenue Fund
(GRF)

2.1. Grant Award Number:

N/A

2.1. CFDA Number:

N/A

2.1. Ohio Statute Authorizing Administration of the Program:

O.R.C. 3794.07 & 3794.09;
O.A.C. Chapter 3701-52

1. ATTACHMENTS & ACKNOWLEDGMENTS. Attachments specified in this Agreement are made a part hereof and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Designee affirms that they have read and understand and agree to be bound by the Scope of Work, Deliverables & Compensation terms in §5 below, and by the Agreement Terms and Conditions in §6 below;

If Designee is not currently a registered vendor with the State of Ohio, Designee must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;

Designee certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Designee must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;

Effective March 28, 2019, if the Agreement Funding Source identified in §2.1. of this Agreement is one of the following listed funding sources, Designee must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Designee become nor is Designee currently affiliated with any entity that performs or promotes "nontherapeutic abortions," as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

2. DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. Attachments specified in this Agreement are made a part here of, and are incorporated as terms and conditions of this Agreement.

2.1. None.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE IMMEDIATELY FOLLOWS.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

DESIGNEE

OHIO DEPARTMENT OF HEALTH

[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health

[Print Name & Title]

Date

Date

Remainder of Page Left Intentionally Blank. Scope of Work, Deliverables & Compensation & General Terms and Conditions Immediately Follow this Page.

3. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

	<p align="center">Scope of Work and/or Deliverables</p> <p align="center">(Due Date and Compensation only noted if Applicable or Required)</p>
	During the Agreement Period, Designee and ODH agree that Designee shall complete the following and ODH shall compensate Designee as indicated for each Completed Investigation and attending pre-hearing and/or administrative reviews in person:
3.1.	As a designee of the Director of the Ohio Department of Health (ODH), Designee shall conduct investigations of smoking complaints according to the methods outlined below and shall use the funds transferred to it pursuant to this Agreement for activities related to R.C. Chapter 3794.
3.2.	Designee shall report to ODH's Agreement Manager as necessary or directed from time to time.
3.3.	<p>Designee shall complete all investigations opened by or assigned to its jurisdiction. A "Completed Investigation" includes the following:</p> <ul style="list-style-type: none"> a. Designee creates a "Notice of Report" ("NOR") to the establishment against which the complaint was made within ten (10) business days of the investigation being opened. All letters and notices must be printed from the ODH Smoke Free Web Based Application; b. Designee documents its investigation in the ODH Smoke Free Web Based Application database by the following actions: <ul style="list-style-type: none"> i. Specify the name of the investigator(s); ii. Enter actions that include the date(s) and time(s) of investigations; iii. Complete entries for telephone and on-site investigations which include observations and findings of investigations; iv. Issue enforcement letters and notices using the templates in the ODH Smoke Free Web Based Application database; v. Enter, in a timely manner, receipt of all delivery verification such as certified mail or hand carry and requests for administrative review; vi. Notify ODH Agreement Manager if it requires additional accounts for access to the web based application or if it is unable to access the system for longer than two (2) days. vii. Properly complete investigations as indicated below.
3.4.	<p>Designee shall document in the ODH Smoke Free Web Based Application database its reasonable attempts at enforcement in the investigational process including the following:</p> <ul style="list-style-type: none"> a. Investigate during timeframes likely to observe violations. <ul style="list-style-type: none"> i. For alleged violation times between 8 AM and midnight (12 AM), investigation should occur within four (4) hours of the time of day the report states that the alleged violation occurred; or ii. For alleged violation times between midnight (12 AM) and 8 AM, investigation should occur within six (6) hours of the time of day the report states the alleged violation occurred; b. Consider at each on-site investigation the presence of signage, ashtrays and/or the act of smoking in a prohibited area, in order to have thorough information to defend administrative challenges, if recommended Case worksheet is not used, document information in investigative notes; c. Based upon preponderance of evidence standard during an investigation, determine if a violation is observed, including the presence of smoke, smoking material or presence of containers that are not traditionally defined as ashtrays being used or having been used for the deposit of cigarette or cigar ashes; and,

	d. Evaluate outdoor patio areas for compliance with rules.
3.5.	Designee shall complete all investigation(s) with the issuance of a dismissal letter, notice of violation or a proposed civil fine letter within sixty (60) calendar days of the issuance of the NOR.
3.6.	Designee shall provide requested case documents to ODH, within ten (10) days after receipt of a request for administrative review. Administrative reviews will be conducted by ODH.
3.7.	Designee shall participate in pre-hearing and/or administrative reviews which may be held by audio, web, video or in-person at regional locations requiring not more than approximately one (1) hour drive time from Designee's address. When a Designee is required to attend a pre-hearing or administrative review in person, the Designee will be compensated a total of \$50.00 per pre-hearing or administrative review.
3.8.	Investigations completed outside of established Agreement guidelines will be denied payment. Designee may, after receipt of denial from ODH, submit a "Reconsideration for Payment" request. Requests for Reconsideration must be received during the ODH established review period. Requests for reconsideration must be submitted in writing (electronically) and must include any supportive documentation. (e.g., explanation for reconsideration, the investigation number, the business name, and any other information deemed pertinent)
5.9	Designee is responsible to keep their investigation information updated in ODH Smoke Free Web Based Application. The Designee information in the ODH Smoke Free Web Based Application will be used to determine compensation to the Designee.

TOTAL AGREEMENT AMOUNT	Payment for each completed investigation shall not exceed \$175.00. Payment for each pre-hearing and administrative review in person shall not exceed \$50.00.
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*Remainder of Page Left
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

6. AGREEMENT TERMS AND CONDITIONS.

- 6.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Designee agrees to perform, and ODH agrees to pay Designee, in accordance with the terms of this Agreement.
- 6.2. Scope of Work, Deliverables, and Compensation. Designee shall provide work, services, products and deliverables in the time and manner, and for the compensation, specified in §6 and any attachment incorporated into this Agreement.
 - 6.2.1. Compensation. In consideration of the Scope of Work and Deliverables specified in §5, ODH agrees to pay the Compensation as set forth in §6 for a total not to exceed the Total Agreement Amount. ODH will compensate Designee upon the successful completion of each deliverable, in accordance with §6 of this Agreement.
 - 6.2.2. Total Agreement Amount. The Total Agreement Amount, as indicated in §5, includes the cost for all services, travel, or any other expenses that Designee may incur as a result of Designee's performance of this Agreement.
 - 6.2.2.1. In the event that §6 specifically allows ODH to reimburse Designee for travel and other related expenses, ODH will reimburse Designee for those expenses in accordance with this section. Travel and travel-related expenses must be pre-approved by Agreement Manager in advance of travel and may not exceed the amounts specified for the State Fiscal Year. Designee mayshall invoice ODH for reimbursement of travel and travel-related expenses no later than thirty days after the travel occurred. Designee must invoice travel expenses separate from invoices for services and work. Reimbursement for authorized travel and other related expenses shall be limited to actual and necessary expenses as specified in the O.R.C. 126.31 and O.R.C. 126.32 and the provisions of the Ohio Administrative Code ("O.A.C.") 126-1-02. Designee shall submit all claims/travel invoices to the Agreement Manager for approval prior to submitting a claim for reimbursement. ODH will not reimburse Designee for any other expenses except as specifically provided in this Agreement. For the purpose of determining allowable travel expenses, Designee's headquarters shall be Franklin County, Ohio.
 - 6.2.2.2. Designee shall not submit claims for expenses that do not meet the requirements specified or directly related to work in §5.
 - 6.2.3. Designee shall monitor the work under this Agreement and shall not accept an assignment under this Agreement if it will cause or is reasonably likely to cause the Compensation specified in §6 to exceed the Total Agreement Amount for the Agreement Period.
 - 6.2.4. Designee waives the interest provisions of O.R.C. 126.30.
 - 6.2.5. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
 - 6.2.6. Funds Availability. Designee understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. If the Ohio General Assembly or other Agreement Funding Source fails at any time to continue funding ODH for the Compensation specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source.
 - 6.2.7. ODH will not compensate Designee for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not compensate Designee for any work performed after the Agreement Ending Date, as applicable.
 - 6.2.8. Invoices. Designee shall invoice ODH for work or services Designee provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Designee within thirty (30) days of receipt of a valid invoice for the amount of payment due. ODH shall return any invalid or incomplete invoice to Designee within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that

states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Designee no later than thirty (30) days after the end of the Agreement Period.

6.2.8.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Designee by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Designee is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.

6.2.9. Designee shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Designee for the purpose of assisting Designee's performance.

6.2.10. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Designee concerning the performance of the work described in this Agreement. Upon such notice, and within ten (10) days after receipt of instructions, Designee shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Designee.

6.2.11. Designee certifies that: 1) Designee does not perform nontherapeutic abortions, promote nontherapeutic abortions, or contract with any entity that performs or promotes nontherapeutic abortions; and 2) Designee is not now, and will not become during the term of this agreement, affiliated with any entity that performs or promotes nontherapeutic abortions, as defined in O.R.C. §9.04:

Any violation of this section shall be treated as a material breach of this Agreement.

6.3. Time of Performance & Amendments.

6.3.1. Agreement Period; Extension. Upon approval by ODH and, if required, the Controlling Board, this Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement. Any extensions or renewals are subject to section 6.3.3.

6.3.1.1. Biennium Year. In the event that the term of this Agreement Period spans the State of Ohio biennium ending on June 30th of an odd-numbered year, e.g. June 30, 2015, then this Agreement will terminate on the last day of that biennium. At that time, ODH may unilaterally extend the Agreement by giving Designee written notice. Until such notice is given, Designee is subject to §6.3.3

6.3.2. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

6.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid or enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. Designee shall not perform or charge ODH for any work performed by Designee in the time period prior to receiving written notification from ODH that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Designee shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.

6.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason by providing thirty (30) days written notice to Designee. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Designee if ODH (i) discovers any illegal conduct on the part of Designee; (ii) discovers any violation of §6.7 regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §6.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in

§6.2.11; (v) is subject to a loss of funding as specified in §6.2.6; (vi) discovers that Designee or any of its sub-contractors has performed any services under this Agreement in violation of §6.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Designee. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against Designee, Designee shall immediately notify ODH of the filing.

- 6.4.1. Designee to Cease Work and Other Agreement Activities. Designee, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.
- 6.4.2. Determining Compensation after Agreement Suspension or Termination. With the exception of a material breach or default as specified in §6.5, in the event of suspension or termination under this Agreement, Designee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation rate set forth in §5 and §6.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Designee's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Designee shall not exceed the total amount of compensation allowed by this Agreement.
- 6.5. Breach or Default.
 - 6.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §6.2.11 and §6.12, ODH may unilaterally terminate this Agreement without compensation to Designee as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
 - 6.5.2. Upon breach or default by Designee of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
 - 6.5.3. If ODH or Designee fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §5, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
 - 6.5.4. A breach or default based upon Designee's failure to comply with §6.12 is subject to that section with regard to Agreement termination, sanctions, and damages.
- 6.6. Independent Contractor. Designee acknowledges and agrees any individual providing personal services under this agreement is not an ODH public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Designee's end product, ODH does not control the manner in which Designee performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Designee assumes responsibility for tax liabilities that result from compensation paid to Designee by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Designee to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 6.7. Conflict of Interest and Ethics Laws.
 - 6.7.1. Neither Designee, nor any officer, member or employee of Designee, shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect,

which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

- 6.7.2. Designee hereby covenants that neither Designee, or any officer, member, or employee of Designee, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
 - 6.7.3. Designee shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Designee shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
 - 6.7.4. Designee hereby covenants that Designee and any officer, member or employee of Designee are in compliance with O.R.C. 102.04 and that if Designee is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
 - 6.7.5. Designee hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
 - 6.7.6. Designee hereby certifies and affirms that, as applicable to Designee, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Designee's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Designee shall return to ODH all monies paid to Designee under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 6.8. Nondiscrimination and Equal Employment Opportunity.
- 6.8.1. In carrying out this Agreement, Designee will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Designee shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
 - 6.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment; and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80.
 - 6.8.1.2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86.
 - 6.8.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85.
 - 6.8.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91.
 - 6.8.1.5. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 6.9. "Sweatshop Free" Certification. Designee hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Designee in furnishing the supplies or services pursuant to this Agreement. If it is determined that Designee's certification of this requirement is false or misleading, then Designee understands

that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

- 6.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Designee in the performance of this Agreement shall be treated according to the following terms:
- 6.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Designee. Where there is a question as to whether information is public or private, ODH shall make the final determination. Designee shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Designee agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the contract period a proceeding has been filed by or against Designee which would compel disclosure of private information under this Agreement, Designee shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Designee for work under this Agreement.
- 6.10.2. Pursuant to O.R.C. 149.43, all proprietary information of Designee shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Designee at a disadvantage in the marketplace and trade of which Designee is a part. Designee is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Designee's assertion of the proprietary nature of any information to be provided.
- 6.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Designee shall be retained and made available by Designee for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Designee shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 6.11. Disclosure of Personal Health Information. Designee hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Designee will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Designee shall comply with 45 C.F.R.164.504(e)(2)(ii). Designee shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Designee hereby agrees that anytime information is provided or made available to any subcontractor or agent, Designee must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Designee must obtain ODH approval prior to entering into such agreements. Further, Designee agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Designee's obligations under this Agreement.
- 6.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Designee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Designee for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Designee must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Designee understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Designee changes the locations(s) disclosed on the Affirmation and Disclosure Form, Designee must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 6.12.1. Termination, Sanction, Damages. If Designee or any of its sub-contractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained,

backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Designee or any of its sub-contractors perform any such services, Designee shall immediately return to ODH all funds paid for those services. ODH may also recover from Designee all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of the material breach.

- 6.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Designee. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 6.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 6.12.4. ODH, in its sole discretion, may provide written notice to Designee of a breach and permit Designee to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Designee any costs associated with acquiring those substitute services.
- 6.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Designee's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Designee performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 6.13. Drug Free Workplace. Designee shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Designee shall make a good faith effort to ensure that all employees of Designee do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 6.14. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, Designee must comply with all applicable state rules, policies, and regulations regarding data security and integrity. When on any property owned or controlled by the State of Ohio, the Designee must comply with all security and safety rules, regulations, and policies applicable to people on those premises. Designee must immediately notify ODH of any violation of this section.
- 6.15. Trade.
 - 6.15.1. Pursuant to Section 9.76(B) of the Ohio Revised Code, Designee warrants that Designee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement Period.
 - 6.15.2. The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Designee certifies that it, its subcontractors, and any agent of the Designee or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.
- 6.16. Compliance.
 - 6.16.1. Designee affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Designee further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Designee agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately

repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.

- 6.16.2. Designee certifies that Designee is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Designee is federally debarred from participating in government contracts funded by federal money, for whatever reason, Designee shall immediately notify ODH of the debarment.
- 6.16.3. Designee certifies that all approvals, licenses, registrations or other qualifications required by this Agreement, or by any local, state, or federal law, have been obtained. If at any time during the Agreement Period Designee fails to maintain such approvals, licenses, registrations or other qualifications, for whatever reason, Designee shall immediately notify ODH.
- 6.16.4. Designee certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement, with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 6.17. Trafficking Victims Act. In carrying out this Agreement, Designee, its employees, subcontractors and their employees shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and 2 CFR Part 175. Designee must include this provision in its contracts and subcontracts under this Agreement. Designee must inform ODH immediately of any information regarding violation of the foregoing. Designee understands that its failure to comply with this provision may subject ODH to loss of federal funds. Designee agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 6.18. Limitation of Liability. Designee agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Designee. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Designee, whichever is less, and is the Designee's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 6.19. Insurance. Designee will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Designee shall show proof of insurance if asked to do so by ODH. Designee also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Designee instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that contractor is one of the following:
 - 6.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
 - 6.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
 - 6.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 6.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the

Deliverables. This section does not apply to any preexisting materials owned by Designee. Designee shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Designee an unlimited license to use work and materials produced by Designee under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number [insert grant number] from [insert federal funding agency]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of [insert federal funding agency]." Designee shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.

- 6.21. Assignment. Designee will not assign any of its rights or delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 6.22. Attachments. Attachments and documents referenced in this Agreement are made a part hereof and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 6.23. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 6.24. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 6.25. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 6.26. Survival. All sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, warranties and limitations on damages shall survive the termination of this Agreement
- 6.27. Notices.
 - 6.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
 - 6.27.2. Method of Notice. All notices shall be given: (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Designee's Authorized Representative," or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
 - 6.27.3. Receipt of Notice. All notices shall be effective upon: (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)_____
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)_____
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)_____
(Address, City, State, Zip)_____
(Name)_____
(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

CITY OF MIDDLETOWN HEALTH DEPARTMENT
2023 Activity Quarterly Report- Second Quarter

Environmental Quarterly Totals	April	May	June	YTD Total
Food Service Operations/Vending Inspections	41	57	37	135
Retail Food Establishments Inspections	19	13	13	88
Mobile FSO/RFE	5	2	0	12
Prelicense/Consultations	5	8	19	51
Inspection of Temporaries	1	3	15	20
Environmental School Inspections	7	8	0	20
Smoking Inspections	0	1	0	2
Swimming Pools Inspections	0	26	3	58
Tattoo Establishment Inspections	0	0	0	0
Animal Bites	18	11	13	62
Complaints	5	5	2	28
Level 1 Food Certification Training	0	0	0	5
Sewage Inspections	1	0	0	1

Vital Statistics Quarterly Totals	April	May	June	YTD Total
Birth Certificates Issued	324	296	336	2046
Death Certificates Issued	340	277	295	1997
Birth Certificates Filed	61	82	81	421
Death Certificates Filed	94	89	73	516
Indigent Cremations	0	4	2	16
Accidents				
Drug Overdoses	0	2	1	11
Falls	0	0	0	6
Exposure to Elements	0	0	0	2
House Fire	0	0	1	1
Motor Vehicle Accidents	4	0	0	4
Undetermined	0	0	0	0
Suicide	0	1	0	3
Homicide	0	1	1	4
COVID-19 Related Deaths	0	0	0	3
8 Pending Death Certificates				

Meetings/Conference Calls

Health Commissioner & Environmental Health Director:

- ODH Conference Call
- ODH Food Safety Conference Call
- Harm Reduction Meeting
- Southwest Ohio Health Commissioner Meeting
- Southwest Executive Steering Committee Meeting
- Emergency Preparedness Meeting
- Suicide Prevention
- Unhoused/Homeless Meeting
- HealthSpace Conference Call
- AOHC Conference Calls
- Southwest Ohio Food Roundtable
- ODH Swimming Pool Conference Call

Community Meetings attended by Health Commissioner

- Middletown Connect Core Meeting
- Centerpoint Board Meeting & Program Committee
- Regional Exchange Harm Reduction
- Family Children First Council (FCFC) And Executive Committee
- OneOhio Board Meeting
- YWCA Board Meeting
- "See My Neighborhood" Bus Tour
- "Walk and Talk" OHIZ Initiative
- 17 Strong Summit-Hamilton
- Mental Health and Addiction Meeting
- Ambassador Meeting

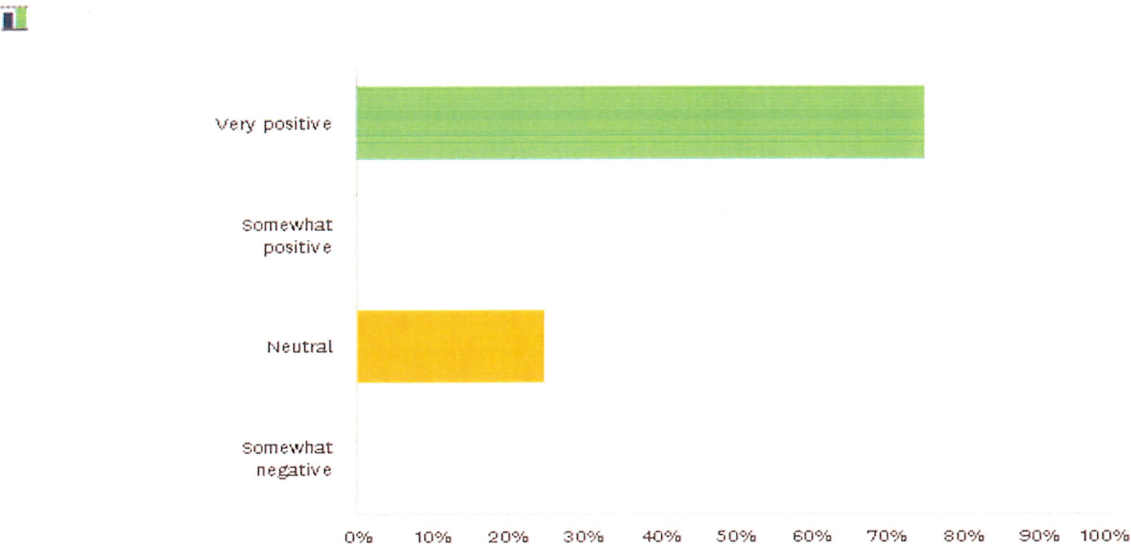
**CITY OF MIDDLETOWN HEALTH DEPARTMENT
REPORTABLE COMMUNICABLE DISEASES – 2023**

DISEASE	1 ST QTR	2 ND QTR	3 RD QTR	4 TH QTR	YTD
COVID-19	537	129	-	-	666
Atypical Mycobacteria	0	0	-	-	0
Bacteremia S. Pneumoniae	0	0	-	-	0
Streptococcal-Group A-invasive	0	5	-	-	5
Streptococcus pneumoniae-Invasive	2	3	-	-	5
Campylobacter	0	2	-	-	2
Cryptosporidiosis	0	0	-	-	0
E Coli 0157 H7	1	0	-	-	1
Ehrlichiosis	0	0	-	-	0
Salmonella	1	0	-	-	1
Shigella	0	0	-	-	0
Coccidioidomycosis	0	1	-	-	1
Hepatitis A	1	0	-	-	1
Hepatitis B	7	7	-	-	14
Hepatitis C	25	23	-	-	48
Meningitis Bacterial	0	0	-	-	0
Meningitis Viral	0	2	-	-	2
Haemophilus Influenza (invasive disease)	1	1	-	-	2
Influenza-associated hospitalization	2	0	-	-	2
Varicella	0	0	-	-	0
Mumps	0	0	-	-	0
Tuberculosis	0	0	-	-	0
Lyme Disease	0	0	-	-	0
Pertussis	0	0	-	-	0
CP Carbapenem-Resistant Enterobacteriaceae	1	8	-	-	9
Legionellosis-Legionnaires' Disease	0	0	-	-	0
Giardiasis	0	0			0
HIV	2	3	-	-	5
STD's (Sexually Transmitted Diseases):					
Chlamydia	65	71	-	-	136
Gonococcal Infection	14	28	-	-	42
Syphilis	3	3	-	-	6

CUSTOMER SURVEY RESULTS
2nd QUARTER 2023

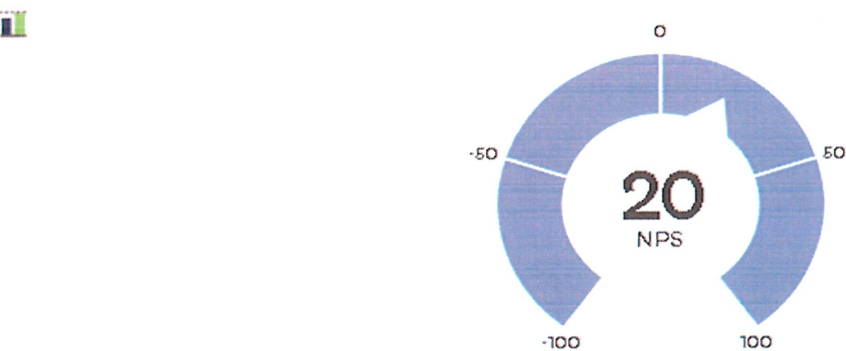
Overall, how would you rate the quality of your customer service experience?

Answered: 5 Skipped: 0



How likely is it that you would recommend Health Department to a friend or colleague?

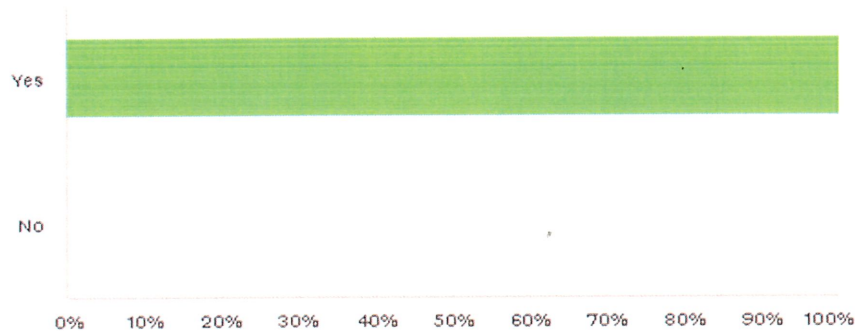
Answered: 5 Skipped: 0



DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
40%	0	60%	20
2	0	3	

Are our hours of operation sufficient to meet your needs?

Answered: 5 Skipped: 0



ANSWER CHOICES

▼ Yes

▼ No

TOTAL

RESPONSES

100.00%

0.00%

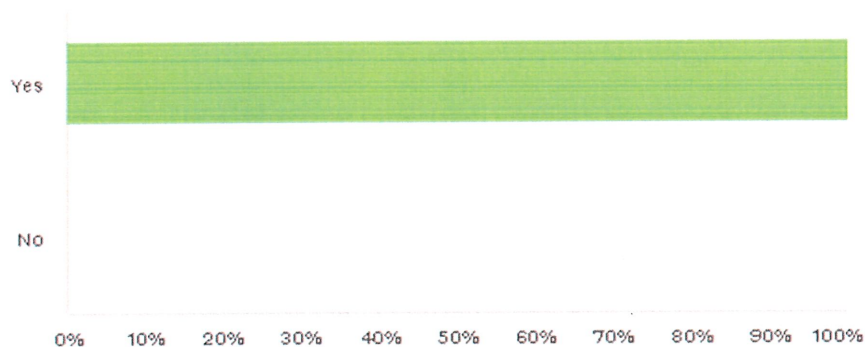
5

0

5

The wait time for service was reasonable.

Answered: 5 Skipped: 0



ANSWER CHOICES

▼ Yes

▼ No

TOTAL

RESPONSES

100.00%

0.00%

5

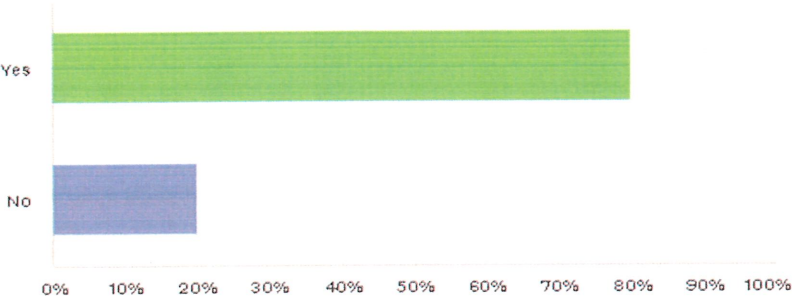
0

5

The staff was friendly and courteous.

Answered: 5

Skipped: 0

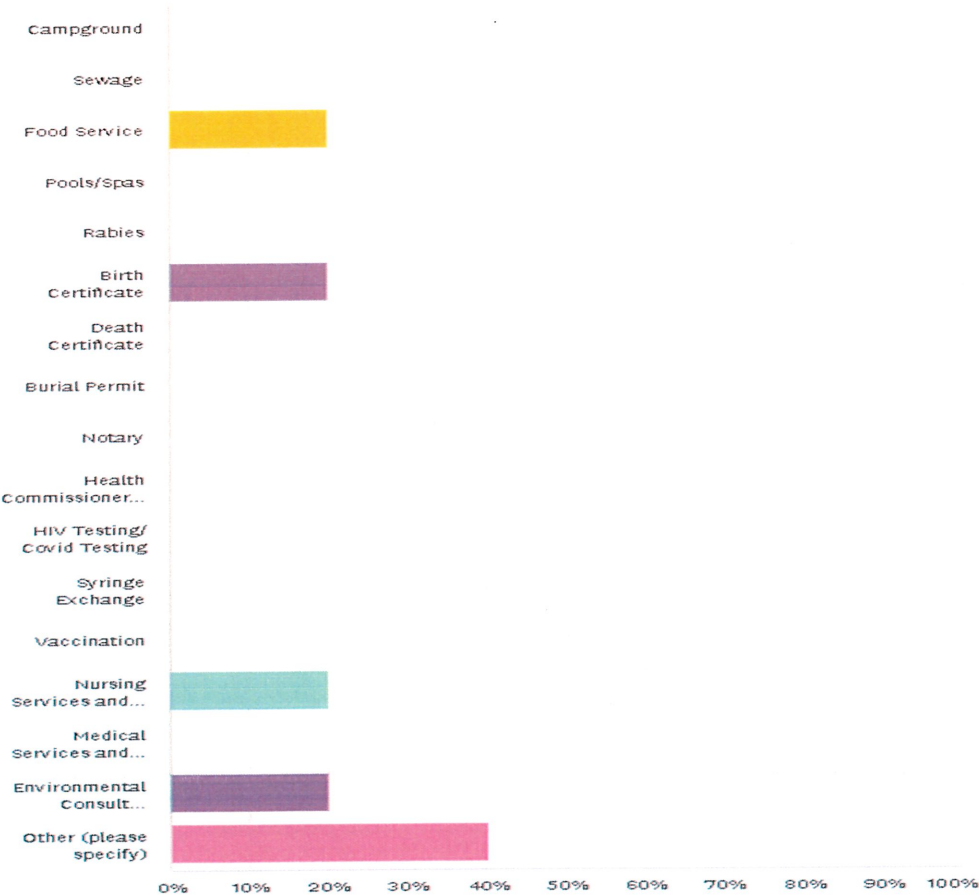


ANSWER CHOICES	RESPONSES	
▼ Yes	80.00%	4
▼ No	20.00%	1
TOTAL		5

What type of service did you receive today?

Answered: 5

Skipped: 0





Public Health
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General Health District

Butler County Monthly Communicable Disease Surveillance Report

June of 2023

Leah Elliott, MPH
ElliottL@butlercountyohio.org

Notifiable Communicable Diseases

Summary:

- Number of Disease Cases Reported in Butler County: **402**
- Most Frequently Reported: COVID-19, Chlamydia, Gonorrhea, Hepatitis C, and Hepatitis B.

Table 1. Comparison of Reported Cases of Confirmed or Probable Notifiable Communicable Diseases, June 2023 (excluding Chlamydia infection and gonorrhea)

	Reported Cases	Rate per 100,000	Rate Ratio	Confidence Interval
State of Ohio (excluding BC)	7,816	69.2	-	-
Butler County	264	67.6	0.978	0.865-1.105

Interpretation: The residents of Butler County were 2.2% less likely to be the subject of a notifiable disease report when compared to the rest of Ohio as a whole. These results are not statistically significant. (excluding Chlamydia infection and Gonorrhea)

Table 2.* Communicable Diseases by Jurisdiction (June 2023)

Jurisdiction	Count	Rate per 100,000	Change from Previous Month
Butler County General Health District	231	83.7	↓24.3% from May 2023 (n=305)
Middletown City Health Department	93	182.4	↑3.3% from May 2023 (n=90)
City of Hamilton Health Department	78	123.0	↓43.5% from May 2023 (n=138)
Butler County (all inclusive)	402	103.0	↓24.6% from May 2023 (n=533)

Table 3.* Butler County Reportable Diseases by Subgroups (June 2023)

Reportable Disease Subgroup	Count	Trend
Viral Hepatitis (B and C)	41	↑41.4% from May 2023 (n=29)
Sexually-Transmitted Infections (Chlamydia infection, Gonorrhea, Syphilis and HIV)	118	↓26.3% from May 2023 (n=160)
Enteric Diseases (Hepatitis A, Amebiasis, Campylobacteriosis, Cryptosporidiosis, Cyclosporiasis, STEC, Giardiasis, Salmonellosis, Shigellosis, Vibriosis and Yersiniosis)	14	↓12.5% from May 2023 (n=16)
Vaccine-Preventable Diseases (COVID-19, influenza-associated hospitalizations, Haemophilus influenzae, Bacterial meningitis, Mumps, Pertussis, invasive Streptococcus pneumoniae, Tetanus, and Varicella)	196	↓37.4% from May 2023 (n=313)

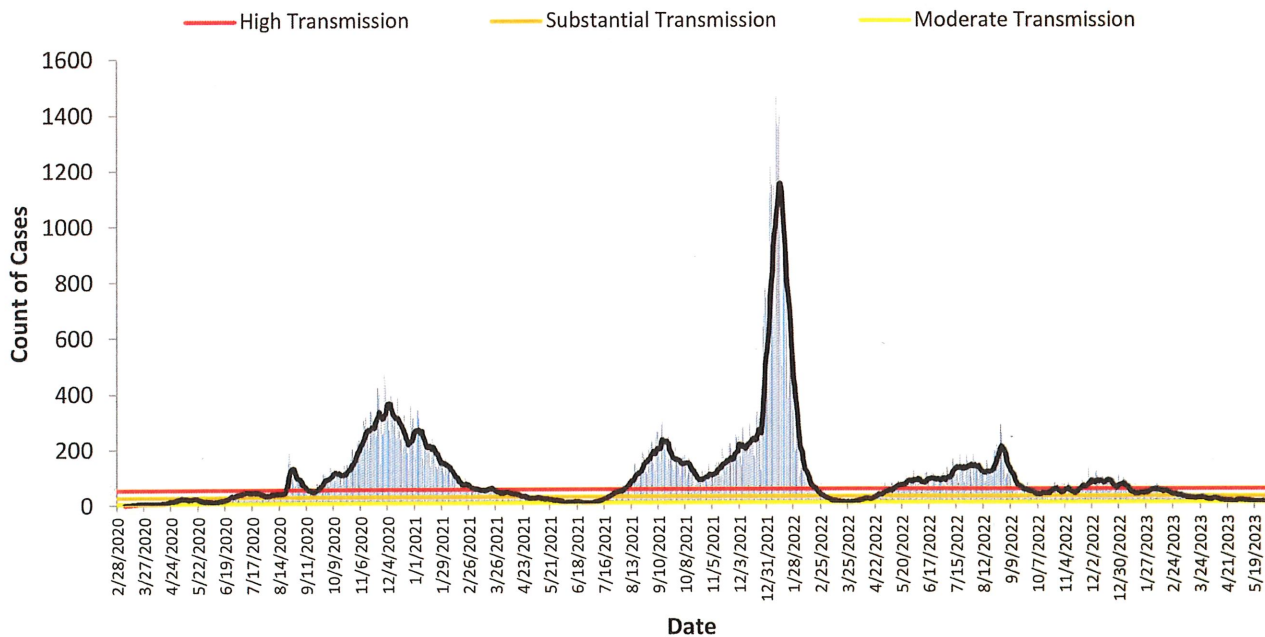
*Data is provisional and subject to change – Table 1 does not include gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika virus disease, of which only probable and confirmed cases are reported and Novel Influenza A of which only confirmed cases are reported.

*COVID-19 cases are sorted by Event Date (the earliest public health knows about the case). All other reportable diseases are sorted by Date Reported to ODH. This is due to the data entry delay that occurred during the fourth wave of COVID-19. Report reflects time period of June 1-30, 2023 unless otherwise noted. Table 6 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 7/6/2023

Table 4.* Diseases Reported in Butler County (June 2023)

Jurisdictions	Butler County General Health District	Middletown City Health Department	City of Hamilton Health Department	Butler County (all inclusive)
C. auris	4	0	0	4
Campylobacteriosis	3	0	1	4
Chlamydia infection	43	19	23	85
Coccidioidomycosis	1	1	0	2
COVID-19	125	33	26	184
CP-CRE	10	3	1	14
Gonococcal infection	10	10	6	26
Haemophilus influenzae (invasive disease)	3	1	1	5
Hepatitis A	2	0	1	3
Hepatitis B	5	3	6	14
Hepatitis C	9	9	9	27
HIV	0	2	0	2
Influenza-associated hospitalization	2	0	0	2
Legionellosis	1	0	1	2
Lyme Disease	0	0	1	1
Meningitis - aseptic/viral	0	2	0	2
Salmonellosis	3	0	1	4
Shigellosis	1	0	0	1
Spotted Fever Rickettsiosis	1	0	0	1
Streptococcus pneumoniae (invasive disease)	1	3	0	4
Streptococcal-Group A (invasive disease)	3	5	1	9
Syphilis	3	2	0	5
Vibriosis	1	0	0	1
Total	231	93	78	402

Figure 1. Reported Cases of COVID-19 by Date of Event 2020-2023*



*Data is provisional and subject to change – Table 1 does not include gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika virus disease, of which only probable and confirmed cases are reported and Novel Influenza A of which only confirmed cases are reported.

*COVID-19 cases are sorted by Event Date (the earliest public health knows about the case). All other reportable diseases are sorted by Date Reported to ODH. This is due to the data entry delay that occurred during the fourth wave of COVID-19. Report reflects time period of June 1-30, 2023 unless otherwise noted. Table 6 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 7/6/2023

Butler County Reportable Disease Surveillance

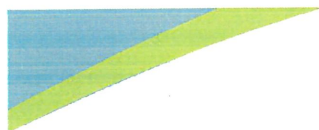
Table 6 outlines Butler County's select, reportable disease counts by year, that were classified as either "probable" or "confirmed" during the years of 2017 through 2022 and provides a 5-year average (2018-2022) column for comparison. Graph includes those diseases that represent a consistent threat to public health.

Table 6.* Reported Probable/Confirmed Cases in Butler County (2017-2023)

	2018	2019	2020	2021	2022	5 Year Avg.	Up to 6/30/2023
Amebiasis	2	1	0	1	1	1	0
Botulism- wound	0	0	0	0	1	<1	0
Brucellosis	0	0	0	2	0	<1	0
Candida auris (not reportable prior to 2019)	-	0	0	1	13	-	7
Campylobacteriosis	33	45	30	35	48	38.2	17
Chlamydia infection	1,592	1,631	1,512	1,406	1359	1,500	653
COVID-19 (not reportable prior to 2020)	-	-	26,420	39,521	49323	38,421.33	4,507
CP- CRE (not reportable prior to 2019)	-	4	10	11	12	9.25	28
Creutzfeldt-Jakob Disease	1	2	0	1	1	1	0
Cryptosporidiosis	6	4	6	5	7	5.6	3
Cyclosporiasis	4	2	0	0	1	1.4	0
Dengue	0	1	0	1	1	0.6	0
E. coli, Shiga-Toxin Producing	14	11	14	15	17	14.2	3
Ehrlichiosis-Ehrlichia chaffeensis	0	0	1	1	1	<1	0
Giardiasis	12	12	4	14	7	9.8	6
Gonococcal Infection	668	732	651	480	473	600.8	172
Haemophilus influenzae (invasive disease)	17	10	7	6	11	10.2	14
Hemolytic uremic syndrome	0	0	0	1	0	<1	0
Hepatitis A	304	104	2	1	0	82.2	0
Hepatitis B - acute/chronic/perinatal	166	109	67	85	78	101	43
Hepatitis C – acute/chronic/perinatal	750	552	486	434	390	522.4	160
HIV	43	24	17	58	38	36	18
Influenza-associated Hospitalization	479	325	266	18	306	278.8	29
Legionellosis – Legionnaires' Disease	16	17	10	9	15	13.4	7
Hansen's disease	0	0	0	0	1	<1	0
Listeriosis	1	0	0	0	1	<1	0
Lyme Disease	4	3	2	0	2	2.2	0
Malaria	2	2	2	1	3	2	0
Meningitis – aseptic/viral	16	25	9	14	10	14.8	5
Meningitis – bacterial (not N. meningitidis)	3	4	3	3	11	4.8	4
Meningococcal dz. – Neisseria meningitidis	0	0	0	0	0	<1	0
MIS-C associated with COVID-19	-	-	-	15	7	-	1
Mpox (not reportable prior to 2022)	-	-	-	-	4	-	0
Mumps	2	1	0	0	0	<1	0
Pertussis	16	38	13	3	3	14.6	2
Salmonellosis	32	32	20	26	34	28.8	25
Salmonella Typhi (Typhoid Fever)	0	0	0	2	0	<1	0
Shigellosis	45	7	8	3	6	13.8	3
Spotted Fever Rickettsiosis (including RMSF)	0	0	2	0	1	<1	0
Streptococcal – Group A – invasive	23	24	27	24	34	26.4	26
Streptococcal – Group B – in newborn	3	0	1	0	1	1	0
Streptococcus pneumoniae – Invasive	54	59	31	33	40	43.4	21
Syphilis (all stages)	47	11	17	23	45	28.6	30
Tuberculosis (active)	2	8	6	7	8	6.2	1
Varicella	13	14	1	5	8	8.2	5
Vibriosis (not Cholera)	2	1	0	2	2	1.4	2
West Nile Virus Disease	0	0	0	0	0	<1	0
Yersiniosis	0	1	0	1	2	<1	3

*Data is provisional and subject to change – Table 1 does not include gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika virus disease, of which only probable and confirmed cases are reported and Novel Influenza A of which only confirmed cases are reported.

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CITY OF
MIDDLETOWN

Figure 1: Middletown SSP Site Visitors by Month for 2022 and 2023

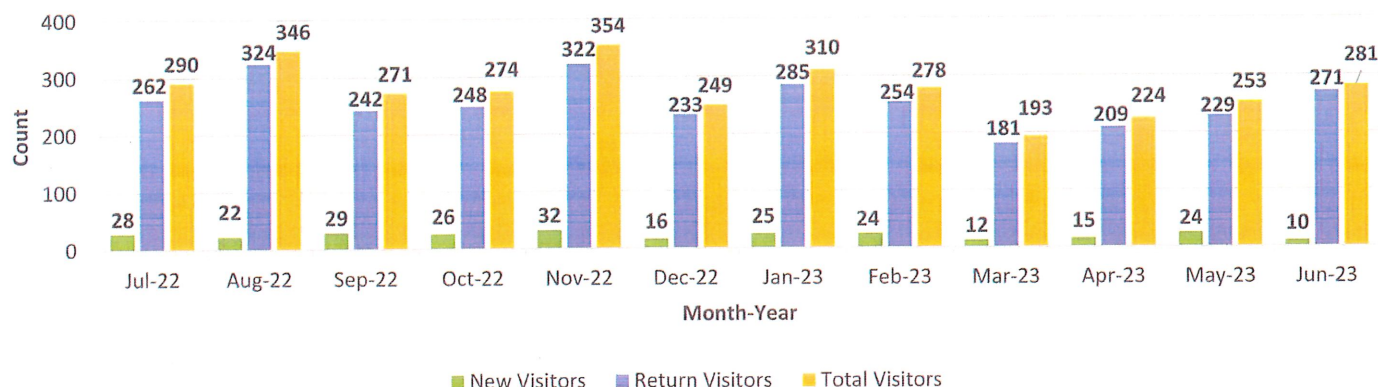


Figure 2: Syringes Returned and Distributed by Month for the Middletown SSP Site for 2022 and 2023

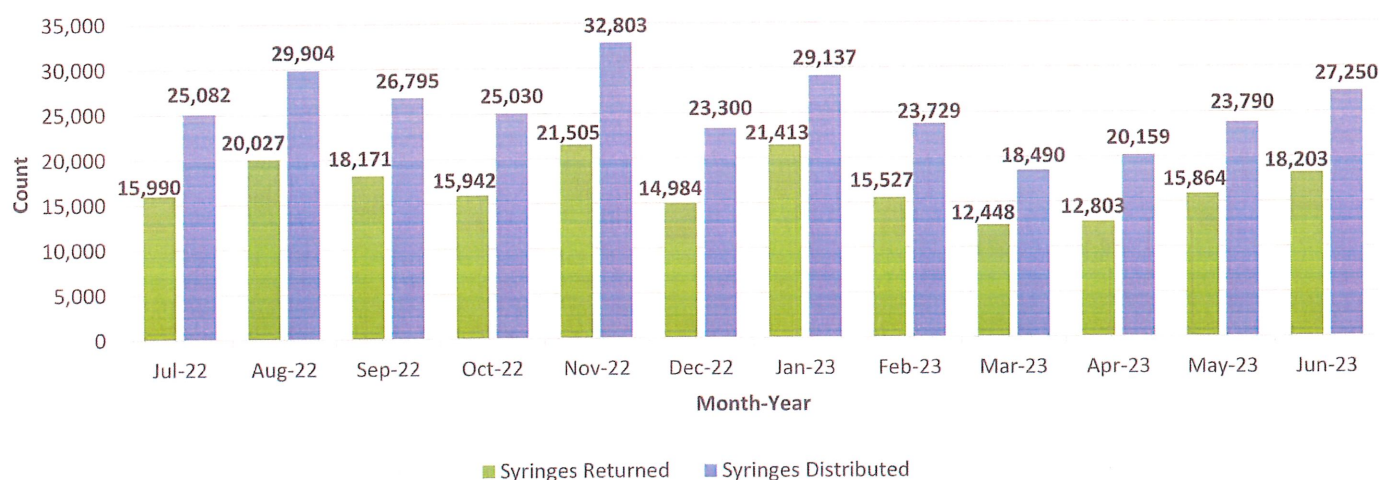
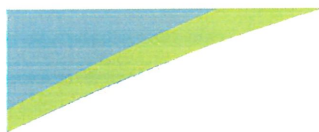


Table 1: Syringes Returned and Distributed by Visitors' Home County of Residence for the Middletown SSP Site for June 2023

County	Syringes Returned	Syringes Distributed	Percent Returned
Butler County, OH	15,380	24,010	64.06%
Montgomery County, OH	63	160	39.38%
Preble County, OH	850	850	100.00%
Warren County, OH	1,910	2,230	85.65%
Total	18,203	27,250	66.80%

Source: Access Counseling Regional Harm Reduction Collaborative Middletown Syringe Service Program Site, Data is provisional and subject to change, Data obtained June 30, 2023



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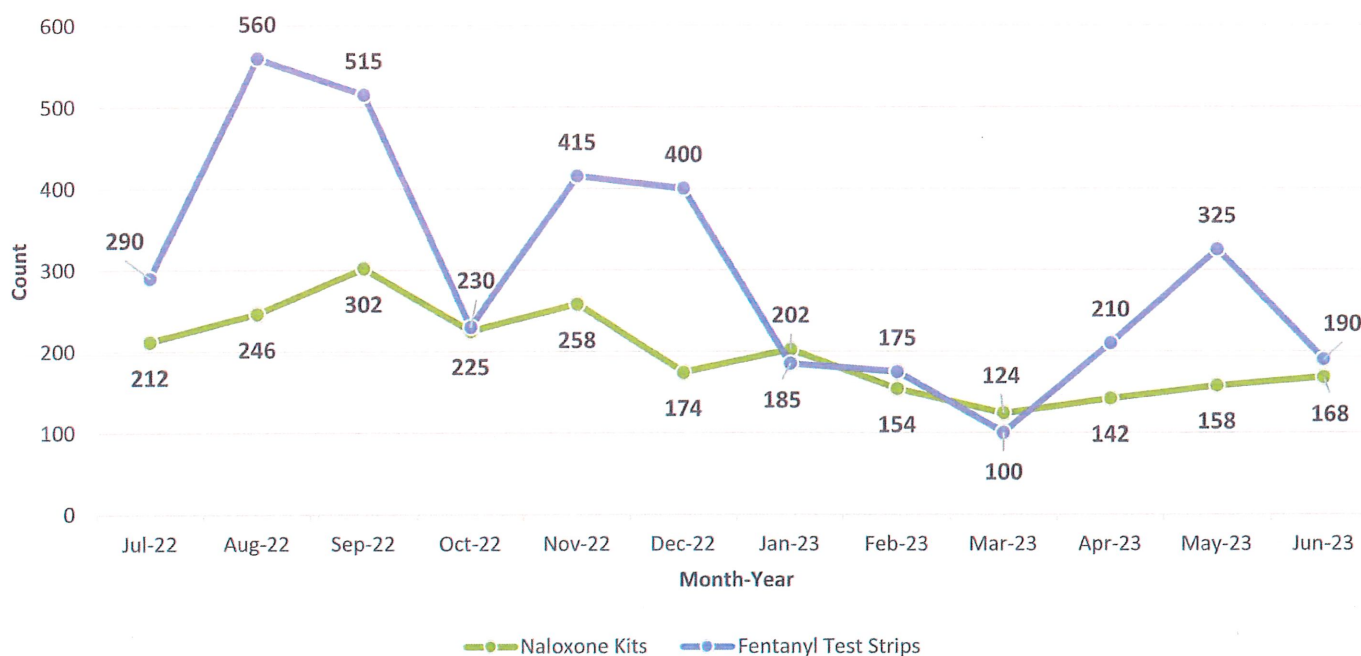


CITY OF MIDDLETOWN

Table 2: Syringes Returned and Distributed by Zip Code - City for the Middletown SSP Site by Butler County Visitors' Home Residence for June 2023

Zip Code - City	Syringes Returned	Syringes Distributed	Percent Returned
Middletown			
45042	4,895	6,930	70.63%
45044	8,343	11,520	72.42%
Middletown Total	13,238	18,450	71.75%
Hamilton			
45011	1,597	4,650	34.34%
45013	365	630	57.94%
Hamilton Total	1,962	5,280	37.16%
45067 - Trenton	180	280	64.29%
Butler County Total	15,380	24,010	64.06%

Figure 3: Naloxone Kits and Fentanyl Test Strips Distributed by Month for the Middletown SSP Site for 2022 and 2023



Source: Access Counseling Regional Harm Reduction Collaborative Middletown Syringe Service Program Site, Data is provisional and subject to change, Data obtained June 30, 2023

Smoking Complaint Spreadsheet

For JUNE 2023

Business Name		Date	Notice of Report	Dismissed	Notice of Violation (30 Days)	Letter of Warning (15 Days)	Civil Fine Letter	Violation Contested	Notice of Hearing	Additional Comments
1	City Tavern	6/13/23	X							To be investigated
2										
3										
Notes: Billy T's owes \$1200 in fines, unpaid. Buster's Bar owes \$200 in fines, unpaid.										

City of Middletown Health Department

June 2023

Vital Statistics

	MONTHLY	YTD
Birth Certificates Filed	81	421
Death Certificates Filed	73	516
Birth Certificates Issued	336	2046
Death Certificates Issued	295	1997
Indigent Cremation Services	2	16

Deaths Filed

Accidental		
Drug Overdose	1	11
Falls	0	6
Motor Vehicle	0	4
Exposure to Elements	0	2
Choking	0	0
Fire	1	1
Homicide	1	4
Suicide	0	3
COVID-19 Related Deaths	0	3
Could Not Be Determined	0	0
Pending Investigation	8	8

**Totals reflect City of Middletown residents that died inside of city limits only

Environmental Inspections

	MONTHLY	YTD
Food Service Operations(FSO)	37	220
Retail Food Establishments(RFE)	13	75
Prelicense/Consultations	19	51
Sewage Inspections	0	1
School Inspections	0	20
Vending Locations	0	0
Temporary FSO/RFE	15	20
Mobile FSO/RFE	0	12
Complaints	2	28
Smoking Complaint Inspections	0	2
Swimming Pools	3	58
Tattoo	0	0
Temp Park/Park Camp	0	3
Jail Inspection	0	0
Site Visit (Septic)	0	0
Well Inspection	0	0

Level 1 Certification Training

Number of Attendees	0	5
---------------------	---	---

Animal Bite Events

Dog	9	51
Cat	4	9
Bat	0	0
Raccoon-Animal Exposure	0	1

SUN

safety tips

Skin cancer is the most common cancer in the United States. The most preventable cause of skin cancer is overexposure to ultra violet light, either from the sun or tanning beds.

Listed Below are the most basic ways to prevent skin cancer from overexposure to ultra violet light:



Wear Protective Clothing: Wear protective clothing when in the sun. Look for clothing with an UV protection factor, (UPF), or look for clothing made of a tightly woven fabric. Wear a hat with wide brim that shields the face, ears, and neck.



Wear Sunglasses: Be mindful that toy sunglasses and pricier sunglasses are not always the options that offer the most protection. Glasses tinted darker does not insure better protection either. Wear sunglasses that offer 100% UV protection.



Seek Shade: Remember the sun is hotter between 10 am and 4pm. A good rule of thumb is if your shadow is shorter than you are- seek shade.



Stay Hydrated: Drink water or sports drinks that obtain electrolytes. Avoid caffeine and alcohol as they can lead to further dehydration.



Wear Sunscreen: Generously apply broad-spectrum water-resistant sunscreen with an SPF of 30 to all exposed skin. Broad-spectrum means you are protected from UVB and UVA rays. Reapply sunscreen every 2 hours after sweating or swimming. Don't forget about lips! Use a SPF 15 lip balm.

Stop by Your City of Middletown Health Department for additional education regarding Sun Safety to help spread awareness during the month of July. Test your sun safety IQ!

23 die in crashes over Memorial Day weekend

Holiday weekend fatalities in Ohio higher than last three years.

BY JEN BALDUF AND HOLLY SOUTHER - STAFF WRITERS

CLOSER LOOK

Two area teens and a Harrison Twp. man were among 23 people killed in 22 deadly crashes on Ohio roadways over the Memorial Day holiday weekend.

That number of traffic fatalities was higher than any of the past five Memorial Day weekends, according to provisional data from the Ohio State Highway Patrol. For the four-day holiday reporting period from Friday through Monday, the past five Memorial Day weekends had seen between 15 and 20 fatalities each year.

Shawn Mitchell, 17, of Lebanon, died early Monday when he crashed a car into a tree on Hart Road in Turtlecreek Twp.

He was an incoming senior in the sports medicine program at the Warren County Career Center and a former Lebanon High School student, Lebanon Schools Superintendent Isaac Seevers wrote in an email to families.

Another 17-year-old, Marissa Portemont of Greenville, died Saturday evening after she reportedly did not yield at a stop sign on Hollansburg Sampson Road and was struck by a pickup truck at the Jaysville St.

Johns Road intersection, according to the Darke County Sheriff's Office.

Earlier Saturday, motorcyclist 67-year-old Terry Aikins of Harrison Twp. died in a crash on Ohio 232 in Monroe Twp. in Clermont County. Aikins was riding a 2017 Moto Guzzi V9 Roamer around 3:10 p.m. when he went off the road at a curve and struck a guardrail. He was not wearing a helmet and was pronounced dead at the scene, according to the patrol's Batavia Post.

During the four-day reporting period, troopers made 19,980 traffic enforcement contacts.

This included 399 impaired driving arrests, 233 drug arrests and 2,797 seat belt citations. Troopers also made 10,463 non-enforcement contacts, including providing assistance to 2,107 motorists, according to a statement from the patrol.

Motorists are encouraged, when it is safe to do so, to call #677 to report drug activity and dangerous or impaired driving on the roadways.

Brewery, wood-fired pizza joint sharing freshly renovated space

N.E.W. Ales has left First Ave. for a renovated Manchester Ave. space.



Wes Heupel with N.E.W. Ales Brewing (left) and Jeremy Loukinas with Steel City Pizza are opening in the same building on Manchester Avenue in Middletown. N.E.W. Ales Brewing moved from its original location on First Ave. and this is the first Steel City Pizza location. NICK GRAHAM / STAFF

BY RICK MCCRABB - STAFF WRITER

MIDDLETOWN

6/4/2023

A Middletown brewery has moved into a large building that it shares with a new wood-fired pizza restaurant.

N.E.W. Ales Brewing, which operated at 1521 First Ave., for several years, has increased its seating capacity by renovating a building at 1330 Manchester Ave., said Wes Heupel, one of the three owners.

Heupel said his good friend Jeremy Loukinas will operate Steel City Pizza, named in honor of Armco, in the same building.

N.E.W. Ales Brewing “outgrew” its First Avenue location after the first month, Heupel said.

He and his partners, his wife, Nicole, and Elizabeth O’Harra, had been searching for another, larger downtown location.

The 5,000-square-foot space provides seating for 80, 72 more than the First Avenue location.

He called the Manchester Avenue building “quite the improvement,” though he will miss the outdoor beer garden.

The brewery will feature 12 taps, said Heupel, who added that he hopes to start beer distribution again.

The building, vacant for years, was “bleeding water” through the roof and some of the drywall needed to be replaced. he said. The interior has “a very nature vibe” due to the plants and hanging baskets, he said.

“It feels homey,” Heupel said. “Very inviting atmosphere.”

Loukinas said he was a regular at N.E.W. Ales and every time he was there, customers asked about food options. There were none.

Then when Heupel told Loukinas about the new, larger location, Loukinas pitched the idea for a pizza oven. He said the pizza is made from scratch.

The restaurant’s logo looks similar to Armco’s.

Loukinas said the logo’s patent expired in 2007, and since he’s “a history

nerd," he decided to pay homage to the Middletown steel plant.

Loukinas believes the brewery and pizza restaurant can bring "viability to that end of town" because a vacant and boarded up building has been "brought back to life."

Contact this reporter at 513-483-5216 or email
Rick.McCrabb@coxinc.com.

HOW TO GO

WHAT: N.E.W. Ales Brewing and Steel City Pizza

WHERE: 1330 Manchester Ave., Middletown

HOURS: 4 to 9 p.m. Thursday, Friday and Saturday

PHONE: N.E.W. Ales, 513- 915-7023; Steel City Pizza, 513-817-1625

WEB SITE: www.newalesbrewing.com

Movies in the Parks back by popular demand

MIDDLETOWN



Movies in the Parks offers movies and activities at several Middletown parks.
FILE

BY GINNY MCCABE - CONTRIBUTING WRITER

Middletown is partnering with MidPointe Library Middletown and other local groups to host its popular Movies in the Parks at parks across the city this summer.

Jeri Lewis, community projects coordinator for the City of Middletown, said the movies launched Friday with "The Goonies," which was their most-requested movie.

Movies will start at dusk, and starting at 7 p.m. there will be food available for purchase from food trucks, as well as a movie-themed, family-friendly activity.

"This is the first year we've added food trucks, and the reason we did that is because we found that families came and they wanted dinner. So, we wanted to provide that opportunity for families," Lewis said.

There will also be family-friendly activities before movies are viewed.

Movies in the Parks will be every other week in June and July. On June 16, "The Princess and the Frog" will be shown at Douglass Park, Minnesota Street. Guests will have an opportunity to meet with the princess from the movie. There will also be tiaras and a frog toy giveaway for the first 100 kids.

"This is the first year that we've done Movies in the Parks at Douglass Park, and we did it in conjunction with a Juneteenth celebration that's going to happen the very next day. ...' "So, we are excited to add Douglass Park this year," Lewis said.

On June 30, "Top Gun: Maverick" will be shown at Smith Park, 500 Tytus Ave.

In addition, Butler County War Birds will be on site in uniform for photo opportunities.

There will also be an airplane-making station and a contest with prizes for families to enter.

Disney/Pixar's "Soul" will be the featured film on July 14. Local musicians including Chuck Evans will also be on hand to let kids explore music through instruments.

There will also be an activity for guests to enjoy.

On July 28, "Sonic the Hedgehog 2" will be shown at Sunset Park, 2698 Milton Road. Guests can also participate in a water obstacle course with

water balloons and other fun activities prior to the movie.

Movies in the Parks started eight years ago. The screens have been upgraded to a 30-foot or 55-foot screen, depending on where the movie is shown.

Activities will be offered starting at 7 p.m. and will be available until the movie starts.

All of the parks are centrally located. The events have drawn up to 300 to 400 guests, Lewis said.

“We have families that started this with us eight years ago, and they make this part of their summer. They plan their family vacations around our event schedule, between parades, Movies in the Parks, and now, the Middletown Food Truck Park, too,” Lewis said.

House hit 12 times by gunfire with teens inside

MIDDLETOWN

BY LAUREN PACK STAFF WRITER

A house filled with teens and children was shot several times in Middletown early Saturday morning, according to police.

A teen called Middletown dispatchers about 12:20 a.m., reporting multiple shots fired into the house in the 1900 block of Highland Street. The female said she was babysitting when they heard shots then got down on the floor, according to the police report.

Officers found multiple shell casings south of the residence, and the house was struck approximately 12 times. Also found at the shooting scene was a partially full magazine from a firearm, according to the report.

The caller and others in the house when officers arrived said they had not seen anything and “had no clue” why someone would fire shots. Sgt. Earl Nelson said there were a lot of teens at the residence and parents who showed up after the incident.

Two witnesses listed on the report are 14 and 16-year-olds.

The teen’s mother was told someone had “dropped a pin” on their address, meaning it was targeted for the shooting.

Detectives are continuing to investigate, but they believe the Highland shooting is related to shots last month on 14th Avenue and McKinley Street, said Nelson.

The investigation is also continuing into four people shot in two separate incidents on Shafor Street and Roosevelt Avenue over the Memorial Day weekend.

All victims survived. Nelson said the most recent shots fired incidents are not related to either shooting on the holiday weekend.

Contact this reporter at 513-820- 2168 or email Lauren.Pack@coxinc.com.

Step taken to lower potential 42% hike in property values

Amendment part of the newly published Ohio Senate budget.



Butler County leaders and state lawmakers met for a second time Thursday to discuss the looming 42% property value hike.

CONTRIBUTED

BY DENISE G. CALLAHAN - STAFF WRITER

ONLY IN THE JOURNAL-NEWS

Butler County state legislators say a "milestone" has been reached in fixing the 42% average property value hike now that Sen. George Lang's

amendment is part of the newly published senate budget.

Lang filed an amendment to the senate's version of the new biennial budget a couple of weeks ago and it is in the spending plan submitted Tuesday that is up for consideration for a full vote of the senate. The house already passed its version.

"What we've accomplished so far is just the first hurdle along the way, we still have several hurdles to overcome," Lang told the Journal-News. "The fact that we got it in the budget is a major milestone, but the work's not done, we have to make sure that it stays in the budget, make sure the house votes for it and ultimately we're going to have to work with the governor to make sure this is something the governor signs off on as well."

Lang's amendment to the budget bill takes away — a solution crafted by Butler County Prosecutor Mike Gmoser — the state tax commissioner's discretion in ordering property value increases. It involves changing the word "may" to "shall" in the law, when it comes to the data compiled and calculated for the triennial update.

The law change would force the tax commissioner to weight all three years of the reappraisal equally, which would bring the average 42% value increase down to around 25%. It also gives considerably more power to county auditors, who are the ones in the trenches and know first-hand what is going on in their communities.

The tax commissioner relied heavily on exorbitant housing sales last year.

State Rep. Thomas Hall introduced a standalone bill a couple of weeks ago that mirrors Lang's amendment so hearings can be held to explore "unintended consequences."

Properties statewide are reappraised every six years — a much more detailed process that examines every property countywide — and property values are updated every third year based on sales data and the shifts are reflected on tax bills the following year. The auditor's office is

in the process of the triennial update.

What's the impact on governments and schools?

The Legislative Services Commission note that compares the house and senate budget bills reads the fiscal effect of the provision "will likely result in property tax revenue losses to school districts and local governments, of a potentially sizable but undetermined magnitude."

Hall told the Journal-News this move, if it becomes law, would impact a portion of local government and school revenues — he hasn't seen the fiscal impact estimates yet — but the primary concern right now is "all about protecting the Ohio property owner."

"Right now we're focused on taking care of the taxpayer in these very uncertain times with inflation," Hall said. "We have taken steps in the budget to look at the more sustainable funding models for public education and local governments have been very fortunate in recent years to have large surpluses of cash coming from the federal and state levels."

Commissioner Don Dixon — who spearheaded the "call to action" that rallied everyone to find a solution to the huge property value increase — said in response to the fiscal impact comment, "Here's the bottom line this can't go on, they might not get a 42% but they're still looking at a 25%."

"They can either come to the table and give some relief to the taxpayers or I'm going to keep pushing everybody we can, and getting as much support as we can, and were going to go ahead and make a real change," Dixon said.

Usually, value hikes don't automatically trigger tax increases to the same degree. There are mechanisms in place to ensure taxpayers are generally protected from huge value hikes. Voted levies are capped at the amount taxpayers approved. Unvoted taxes are allowed to be collected up to a certain level, by Ohio law. That level is 10 mills for governmental bodies and 20 mills for schools.

When a school district reaches the 20-mill floor, the millage will not decrease any further, which causes a school district to collect additional funding as values increase. The 20-mill floor only applies to operating levies, not bond, permanent improvement, emergency, or income tax levies.

The schools collect 55% to 72% of property taxes and County Auditor Nancy Nix said only two of the school districts, Lakota and Fairfield, haven't hit the 20-mill floor so roughly that two-thirds of the residents countywide will likely see hefty tax increases.

Some schools favor the law change

Lakota Schools Treasurer Adam Zink told the Journal-News he likes the three-year average because "stability is very important" for the taxpayers and entities providing services like the schools. He said it would "smooth out large peaks and valleys."

He pointed to the Great Recession in 2008 when the real estate market crashed, "just like you have right now a 42% potential increase, just go back to 2012, you probably could have seen a 42% decrease." He said he values consistency for budget planning purposes. He plugged a "conservative"

22% increase in his budget.

"We're all a part of this community, we all want to be good stewards of the tax dollars," Zink said. "Nobody wants to see a giant increase just because, 'look at us we got a ton of money.' We still want to manage this the way we feel is appropriate to educate these kids.

We want what's best for everybody."

During a second summit between local leaders and state lawmakers last week, Lang told the group this is just a band-aid to stop the bleeding, "what I would ultimately like to do is to say they shall do the three-year weighted average or the most recent year, whichever is the most advantageous for the taxpayer."

Lang and Hall differ on whether that qualified language will make it into the final budget passed by the legislature.

“Doing that is a big lift, that’s a long-term project,” Lang told the Journal-News.

“That’s not something we can get done quickly in the budget bill. What we have done, we have proposed a Band-Aid to stop the bleeding, and it buys us time to work on a long-term, what I hope is a much better fix on a go forward basis.”

Hall told the Journal-News he plans to make every effort to push the stronger bill in this budget cycle. The budget deadline is June 30.

“We are working right now to get a first hearing on the bill and to also amend the bill to make sure the taxpayers are the top priority in these decisions,” Hall said.

He said his bill was sent to the Ways and Means Committee — he is a committee member — and a hearing could be held Tuesday.

Contact this reporter at 937- 903-1808 or email Denise.Callahan@coxinc.com.

Middletown's career exploration program will reach more kids

IN OUR SCHOOLS



Young Middletown students learn about jobs in “Passport to Tomorrow,” a career exploration program in cooperation with local businesses and organizations. The program will be expanded to students in grades six through eight this school year.
CONTRIBUTED

BY MICHAEL D. CLARK - STAFF WRITER

MIDDLETOWN — A popular career exploration program for Middletown students will be expanded to more grades starting in the coming school year.

Middletown City Schools officials recently announced expansion of the district's “Passport to Tomorrow” program, which also includes cooperation with various local businesses, city services, Butler Tech and the local chamber of commerce.

The recently completed school year was the first for the new career program for kindergarten through fifth grade, and in the coming 2023-24 school calendar, students in grades six through eight will also be included.

The early career exposure program has already given thousands of younger students in the 6,000-student district chances to explore possible careers by learning about how the adult work world functions.

The program features field trips to local companies, city services like police and fire departments, guest speakers and classroom activities designed to broaden children's — and soon teens' — understanding of careers and piquing their interests in what sort of employment they might pursue after graduating from high school.

"This expansion allows for a continuation of exposing students to all the alternative careers that exist out there in the world of work," said Deborah Houser, superintendent of Middletown Schools.

The program "offers a real first-hand account of the careers that await our students after graduation, and we continue to break down the barriers between school and the outside world," said Houser.

Jen Hayes, K-12 programs curriculum coordinator for the district, said, "We're passionate about helping students find what they're passionate about."

"So often we wait until students are in high school before exposing them to career opportunities. By showing students the jobs and fields that are out there, they can weed out what their interests are and where their strengths lie," said Hayes.

School officials noted in their announcement that "through Passport to Tomorrow, all students map out their educational journey uniquely tailored to their dreams. The goal is for every Middie to be college-, career-, and life-ready upon graduation.

How each student achieves this success will look different based on the pathways they choose."

Rick Pearce, president and CEO of the Chamber of Commerce - Serving Middletown, Monroe and Trenton, said his chamber's efforts in recruiting more participating companies and organizations played a role in the

school program's first-year success and he is looking forward to even more in the coming school year.

"The chamber is recruiting endorsing companies and organizations to work with teachers to provide interactive learning experiences for students on the skills they need to be successful in life after high school. All experiences are tailored to each age group," said Pearce.

"We have to start building an awareness of local employers with our local student population. Both have to know that local talent does exist and local employers are seeking that talent. All of this will lead to keeping our local talent here, and this outcome benefits everyone."

Butler County EMA director leaving

Haverkos praised for work, but sheriff takes opposing view.



Matt Haverkos, Butler County EMA director, is leaving public service to dedicate his time to a shipping business he started earlier this year. Haverkos is generally praised for his work, but he clashed several times with Sheriff Richard Jones, who said the departure is "probably the best thing that could happen to Butler County."
STAFF FILE

BY DENISE G. CALLAHAN - STAFF WRITER

IN-DEPTH COVERAGE

Butler County Emergency Management Agency Director Matt Haverkos is leaving public service after 17 years to dedicate his time to a shipping business he started earlier this year.

Haverkos tendered his resignation to the EMA board on Tuesday but will

6/9/2023

stay until the end of the summer to acclimate his second-in-command, Jim Bolen, who the board has named his successor. Haverkos said he has had side businesses since college and it's time to move on.

"I've been talking with the board and leadership for about six months on some transition course as I move onto private sector ventures after 17 years of emergency management,"

Haverkos told the Journal-News. "Small business has always been my niche, and emergency management has just been a passion."

He has been at the board for eight years. The shipping business is "just going to take a lot more time and dedication from me."

The Emergency Management Agency is not a first responder to emergencies; the local police and fire agencies are. The EMA comes into play when incidents above and beyond a normal emergency occur and other resources are required.

The coronavirus pandemic was an example of the EMA's function. Haverkos and his team used their resources to ensure jurisdictions countywide never ran out of PPE and other items used to battle the deadly virus. They also helped organize mass vaccination clinics and other tasks.

Commissioner T.C. Rogers, who is the commissioners' representative on the EMA board, said Haverkos handled the crisis masterfully.

"When we had the COVID pandemic come up, he's shown time and time again how he's answered the call and been able to gather the resources together, personnel and materials to get us through those crises," Rogers said.

"He also added cooperation with many other organizations, which gave us good outcomes."

Commissioner Cindy Carpenter worked closely with Haverkos and the three health departments on mass vaccination efforts during COVID.

"I am sad to see him go, I wish him well, I think he did a very good job and was the right person at that time and place," she said.

Not everyone is a fan, however, Haverkos has clashed several times with Sheriff Richard Jones. Most recently they tussled over the use of county emergency response vehicles and the sheriff wanting to send some of his people to Kentucky for training because he told the commissioners he couldn't get it from EMA.

"Him leaving as far as I'm concerned, and others, it's probably the best thing that can happen to Butler County," Jones told the Journal-News. "He has a tendency to divide and not unite, he's a divider and not a uniter. Him leaving is everybody's chance to come together and work more together."

The EMA doesn't confine itself to the county's borders.

Haverkos and his team managed the county emergency operation center and county all hazards incident management team, responding to dozens of local and national incidents, including the East Palestine train derailment in northern Ohio.

The EMA is run by its own 13-member executive board — as prescribed by law — comprised of governmental officials from across the county, and there are five employees with an operating budget of around \$530,000. Haverkos told the Journal-News they have one of the lowest tax rates in the county for emergency services and have "secured millions" in grants.

"Matt did a great job as far as running EMA," Commissioner Don Dixon said. "He knows what he's doing and he has contributed a lot."

Middletown Police Chief David Birk told the Journal-News Haverkos has "been awesome" as director of EMA.

"He's done an outstanding job. We dealt with him a lot during COVID and he was able to get us everything we asked for in a timely manner,"

Birk said. "He's been great, I can't speak enough about how good he's done with the job."

Haverkos came to EMA from a position in Warren County emergency services in 2011. He took over the top spot in 2015 after former director Jeff Galloway left to become the fire chief in Morgan Twp.

Jones has been trying to take over the EMA for more than a decade, but until 2019 the commissioners couldn't consider it because it was prohibited by state law. The takeover became legal after State Sen. Bill Coley, R-Liberty Twp., inserted a provision in the transportation bill that allows the command change.

Jones raised the issue again in 2019 and a crowd came out to lobby the commissioners to deny the move. He said he could save the county about \$150,000 annually, reduce redundancies and increase efficiency but EMA supporters said they wanted to retain the independent operation.

"Different communities across the country do it in different ways so we explored that opportunity in 2019 and the community, everybody from elected officials, public safety community I think spoke pretty loudly they're happy with the structure of an emergency management board built from the jurisdictions in Butler County," Haverkos said. "That was proven a success as we entered into a global pandemic and Butler County led the way."

Jones said some police and fire chiefs and state lawmakers supported his plan. The commissioners never took action on the matter.

After Haverkos leaves, Jones said he might broach the subject again.

"We're just going to see when he leaves what happens,"

Jones said. "I still believe that operation should be under the sheriff, or under the commissioners and they should control it.

It's gotten way out of hand with Haverkos and the board, we've been pushed out, we feel there is an opportunity for better communications."

The commissioners all said they would keep an open mind if Jones tries

again.

"You never say never when you're looking at spending the taxpayers dollars and being the most efficient," Dixon said.

Contact this reporter at 937- 903-1808 or email
Denise.Callahan@coxinc.com.

Downtown Farmers Market launching in Middletown next week

CLOSER LOOK



The first Middletown Downtown Farmers Market will be held in the space between MidPointe Library and the Butler County Regional Transit Authority bus depot, 125 S. Broad St., on Wednesday.

NICK GRAHAM / STAFF

BY GINNY MCCABE - CONTRIBUTING WRITER

Local growers, bakers, artisans and other distinctive vendors will soon gather every other week in downtown Middletown for the Downtown Farmers Market, which will debut next week.

"This is our first farmers market.

It's a city-led initiative, where we are organizing it. So it's the first one of its kind in a long time," said Jeri Lewis, community projects coordinator for the city of Middletown.

The Downtown Farmers Market will be open from 3-7 p.m. every other Wednesday, starting Wednesday. The market is at the bus depot in front of the MidPointe Library Middletown, between the two buildings.

Shoppers will find a variety of fresh produce, baked goods, meat, dairy, jams and jellies, flowers and handcrafted items from 15 vendors. Little Trolley Donuts will be on site for the first event. There will also be live music.

"We don't have a lot of grocery stores in downtown, so this provides an opportunity for fresh produce to be available to anyone who wants to come, but especially to those in this area," Lewis said.

She said for the past decade, residents have wanted a farmers market, and this seemed like the right time to bring the market downtown.

"It's a community event, and we encourage community members to come out for something positive. We encourage them to have an active role in the positive things going on in our city.

...," Lewis said.

Interested vendors and musicians can email [jeril@ cityofmiddletown.org](mailto:jeril@cityofmiddletown.org).

HOW TO GO

What: Downtown Farmers Market

When: 3-7 p.m. Wednesday

Where: 125 S. Broad St., Middletown

Cost: Free to attend

More info: www.cityofmiddletown.org, Facebook.

Hospice Care of Middletown leads state, says survey

Family members served by hospices took Medicare questionnaire.



Lori Clements (right), a social worker with Hospice Care of Middletown, visits with client Alma Proffitt on Thursday. Hospice Care of Middletown was recently ranked the No. 1 hospice in Ohio and the No. 3 hospice nationwide.

NICK GRAHAM/STAFF

BY RICK MCCRABB - STAFF WRITER

GOOD NEWS

Hospice Care of Middletown, which one official called “a little gem right

6/10/2023

here in the city," has received state and national recognition for its commitment to quality care.

Periodically throughout the year, Medicare sends out surveys to family members whose late relatives were hospice clients, said Beth Dorn, community liaison for Hospice Care of Middletown.

Based off the results of those surveys, where family members are asked to rate the care their relatives received, Hospice Care of Middletown finished No. 1 out of the 113 Ohio hospices and No. 3 out of the 3,035 hospices in the U.S.

The 40-question survey, which is sent out two months after a relative dies, is broken into eight categories, including did the family receive timely help, did the hospice team communicate clearly, did the family receive emotional and spiritual support and would the family recommend this hospice.

Hospice Care of Middletown ranked No. 1 in seven of the eight categories and fifth in the other measure in Ohio, Dorn said.

Each survey participant was asked to rank the hospice from 1 to 10. Based off the total points, Hospice Care of Middletown tied for third in the nation, though Dorn said some hospices didn't receive enough responses to be eligible.

Dorn said the survey results confirm what she already knew about the agency that serves Butler, Warren and parts of Montgomery, Preble and Hamilton counties.

"It proves that we are doing a great job," she said.

"Our staff is committed to doing a great job. We are humbled and proud of it."

Hospice Care of Middletown, founded in 1980 as Middletown's first hospice, started with six employees assisted by six volunteers.

Since then, the agency has grown to nearly 30 employees and more than 50 volunteers.

One Middletown family certainly can attest to the work of hospice.

Hospice staff cared for Jack Proffitt for seven months while he battled cancer. One of his two children, Priscilla Lane, 72, said hospice allowed her father to die at home instead of a nursing home.

"That meant the world to him," Lane said of her 95-year-old father who died on July 1, 2021.

Then when Lane's mother Alma Proffitt was diagnosed with cancer, Lane never hesitated to call hospice. Proffitt, 95, has been under hospice care for 15 months.

Proffitt said hospice does "everything" for her, from providing medical care to hygiene assistance to emotional and spiritual support.

"They feed her spirit," her daughter said.

Lori Clements, a Hospice social worker, has been there every step of the way. She frequently has conversations with Proffitt and sometimes that includes discussions about death.

"It's an honor to travel the journey with them as the travel to the end of life on this planet," Clements said. "An honor to take the avenue to the powerful transition."

Contact this reporter at 513-581-7612 or email Rick.
McCrabb@coxinc.com.

HAVE GOOD NEWS TO SHARE?

The Journal-News has started this "Good News" feature that will run every Saturday in the ePaper.

If you have a story idea for a future feature, please send it to staff writer and columnist Rick McCrabb at rick.mccrabb@coxinc.com or by postal

mail to Journal-News, c/o The Benison, 100 S. Third St., Hamilton, OH
45013.

City may allow medical marijuana businesses

Middletown Council agrees city staff, legal team should investigate reversing the six-year-old ban.



Columbia Care is now the only medical marijuana dispensary operating in Monroe but three more licenses have been approved in the city.

NICK GRAHAM / STAFF

BY RICK MCCRABB - STAFF WRITER

MIDDLETOWN

MIDDLETOWN — Six years after prohibiting the cultivation, processing and retail dispensary marijuana establishments within the municipal limits of the city, Middletown leaders are discussing possibly revoking that ordinance.

City Manager Paul Lolli, during Tuesday night's City Council meeting, said several residents have expressed interest in the city allowing medical marijuana businesses.

In response, he wanted to ask how council felt about marijuana establishments before investing the city staff and legal team's time.

Council member Rodney Muterspaw, a former police chief, said medical marijuana businesses are pharmacies. He called the issue "a hot topic," and he'd like council to hold a public hearing so residents can voice their opinions.

Lolli said Middletown residents who possess a medical marijuana card, are leaving the city and patronizing local marijuana businesses — Monroe has one and three more are expected to open — then returning to the city.

Lolli said Middletown would like to capture those taxes.

Vice Mayor Monica Nenni agreed: "We are losing out on an opportunity."

Council member Zack Ferrell said the city should start small with no more than two dispensaries. Those businesses would create jobs and generate tax revenue, he said. Those taxes could be used to "correct some problems" in the city, Ferrell said.

Mayor Nicole Condrey said medical marijuana is "more culturally accepted" today and she'd rather residents get it from a regulated source instead of off the streets.

Lolli said no dispensaries could be located downtown because medical businesses are banned in that area.

Police Chief David Birk said after talking to police officials in Monroe and Springfield — where retail dispensaries are located — there hasn't been an increase in crime. Those police departments reported limited calls for service.

Marijuana businesses are "extremely secure," Birk said.

In April, Monroe imposed a 180-day moratorium on the granting of any new permits allowing retail dispensaries for medical marijuana within city limits. Once the 180 days expire, City Council can extend the

moratorium, according to Law Director Philip Callahan. He suggested emergency legislation to “get it on the books now.”

In 2022, the Ohio Board of Pharmacy approved adding 73 dispensary licenses statewide, including three in Monroe, pushing the city’s total to four.

Monroe has one marijuana dispensary operating and three more that are planned to open this year, city officials said. Once all four dispensaries are operational, Monroe, with a population of 15,412, will have one marijuana business per 3,853 residents, the highest rate in the state.

Two of the provisional licenses in Monroe were granted to Shangri-La Dispensary Ohio (Orton Drive in Warren County) and Clarence Warner Drive (Butler County) and one to Deaver Ohio on Brooks Drive (Warren County), according to the Ohio Department of Pharmacy.

Monroe Council member Michael Graves said he was concerned that additional dispensaries could open along Ohio 63, near Interstate 75, turning the city into the “Las Vegas strip of weed dispensaries.”

The licenses are issued based on the requests for prescriptions in a geographic region. Monroe is located between two regions: Southwest Region Two (Butler County) and Southwest Region Five (Warren County).

‘Middie Meal Machine’ revs up summer fare for students

Food truck delivering free — and fun — mid-day meals to school families at various locations.



Now in its fourth year, the Middletown Schools' "Middie Meal Machine" food truck is delivering free mid-day meals to school families and their children throughout the 6,000-student district. It's a play picnic sort of atmosphere, Middletown Schools chef Jerry Henderson says: "They sit in the grass and they play and they eat. ... It's a beautiful thing."

MICHAEL D. CLARK / JOURNAL-NEWS

BY MICHAEL D. CLARK - STAFF WRITER

MIDDLETOWN

MIDDLETOWN — The summer student meal program for Middletown Schools is up and cooking and school officials say there is increasingly a new ingredient on the menu — fun.

Now in its fourth year, the city schools' "Middie Meal Machine" food truck is delivering free mid-day meals to school families and their children at various locations throughout the 6,000-student district.

Monday saw the brightly purple-colored food truck — covered in big lettering in the shades of the Middletown Middies school colors — in front of the district's high school with dozens of school children snacking with their parents or guardians, sitting on blankets.

It's a play picnic sort of atmosphere, says Middletown Schools Executive Chef Jerry Henderson, who is seeing this more often at the truck's stops at various schools.

"It's a play date for a lot of their families when they come out with their kids," said Henderson.

"They sit in the grass and they play and they eat and they have fun and fellowship. It's a beautiful thing."

Henderson, who also helps prep and serve the meals, said the inflationary costs of food for families with young children has contributed to more customers of the free, nutritional meals served Monday-Friday.

In the last decade, other Butler and southern Warren County school districts — such as Lakota, Hamilton, Fairfield and Kings — have created similar mobile food truck, free student meal programs or offered such meals from their school buildings or through local food pantries during summer break.

In Ohio, food pantry program officials have estimated one in five children experience food insecurity.

In Middletown, customers are up 60% compared to the truck's first summer season in 2019, Henderson said.

For years all Middletown Schools' communities have qualified under federal guidelines for residents with school children to receive free and reduced cost school meals when classes are in session. But in 2019 the district purchased and customized a food truck to provide an element of mobility to its summer meal program.

Samantha Hisey's young child munches a lunch in front of Middletown High School and she said, "I love this idea."

"It's not really affordable for everybody to feed their kids during the summertime.

And it's easier for them (families) to have to prepare a meal or two a day," said Hisey.

Nicole Vonscheerschmidt echoed the appreciation of the program.

"This is our third or fourth year coming to the meal machine every summer and it's a treat. The boys get really bored with sandwiches at home every day.

Inflation is going up a lot and this definitely saves on costs and really helps out with a family of five," said Vonscheerschmidt.

For details on the food truck's locations Monday through Friday during summer break, and a listing of each day's meal offering, go to Middletown Schools' website.

Contact this reporter at 513-581-7414 or email Michael.Clark@coxinc.com.

Juneteenth events are planned for Saturday in Hamilton, Middletown

ONLY IN THE JOURNAL-NEWS



Hamilton's 2022 Juneteenth Celebration took place in Marcum Park, site of this year's event, too.

CONTRIBUTED

BY MICHAEL D. PITMAN AND RICK MCCRABB - STAFF WRITERS

Butler County's largest cities will each observe annual Juneteenth celebrations on Saturday with music and community fellowship.

And both Hamilton and Middletown's third annual celebrations will feature something new.

In Hamilton, new for the Juneteenth Celebration is a free concert at RiversEdge, featuring the band Natural Progression, a regional group that performs R&B, funk and jazz. Co-coordinator Candice White said they'll

be followed by a “party in the park” to end the evening with a D J.

“It’s a celebration of freedom,” she said. “It’s also important to introduce culture, awareness and even education, because there are a lot of people of every nationality and background that still just don’t know what Juneteenth is. This is also a time to engage with a neighbor and to learn something new. We’re never too old to stop learning.”

Celebrating Juneteenth (short for June Nineteenth) on Saturday — and then on Monday when the federal holiday is observed — is important not just for the communities in Butler County, said White, but also nationally, too, as it’s the day in 1865 that the last slaves in Galveston, Texas, were freed, some two-and-a-half years after the signing of the Emancipation Proclamation.

Hamilton Juneteenth Celebration co-coordinator Charla Hale, who is also the YWCA Hamilton’s chief strategy and JEDI officer, said it’s important to celebrate Juneteenth because “we have a rich and awesome African-American community here, and I think it’s an opportunity for all citizens to celebrate the same way we do on the Fourth of July, the thing same way we do all the other holidays. This is an opportunity to come together as families, as a community, and really get to experience the richness that is African-American culture.”

The celebration in Hamilton will run from noon to 9 p.m. at Marcum Park. The Rev. David Childs will kick off the celebration with an offer of praise and worship.

The music and festivities will begin soon after throughout the day. The event will also have dance fitness in the park sponsored by Queens Village, a face painter for the kids, various other activities and dozens of vendors. Natural Progression and DJ XL will end the celebration as they’ll perform at 5:30 p.m. and 7 p.m., respectively.

For the first time with Middletown’s third annual Juneteenth Family Celebration there will be a fireworks show at the end of the celebration, at Douglass Park, said Celeste Didlick-Davis, one of the organizers. She said American Fireworks is providing the pyrotechnics.

The event will be held from noon to 8 p.m. Saturday, followed by the fireworks at dusk.

She said the goal of the event is to provide a safe, family-friendly environment, celebrate Juneteenth, educate the community about the origin of the national holiday, and promote unity while creating lasting memories.

"Just because I disagree with you doesn't mean I hate you," Didlick-Davis said. "It's all about unity, inclusion.

My job is to love people."

The event will begin with a parade that starts from downtown Middletown at the MidPointe Library parking lot, down Broad Street to Yankee Road to Eighth Avenue to Lincoln Street to 11th Avenue to Minnesota Street into Douglass Park. The grand marshals will be veterans and members of the military community, Didlick-Davis said.

There also will be games, face painting, a foam pit (a new children's attraction), Bingo, music, karaoke and a variety of vendors, including food.

A public NAACP meeting will start at 2 p.m., followed by scholarship announcements at 4 p.m.

Contact staff reporter Michael D. Pitman at 513- 581-6538 or email Michael.

Pitman@coxinc.com.

Middletown offers grants to help city's small businesses

Application deadline for grants worth up to \$25,000 is July 7.

BY RICK MCCRABB - STAFF WRITER

ONLY IN THE JOURNAL-NEWS

The city of Middletown's Economic Development Department has introduced the American Rescue Plan Act Infusion Grant Program to assist new and established small businesses.

Lisha Morlan, assistant director of the Economic Development Department, said the program is designed to promote small business endeavors and assist established businesses with expansion projects.

The program will award funding of up to \$25,000 to projects that support business growth, revitalize under-maintained properties, create new jobs and leverage private investment, according to Morlan. To be eligible for a \$25,000 grant, the new projects must cost at least \$50,000, for a 50% cost match.

Projects valued at less than \$50,000 will be eligible for 50% of the cost, she said.

With these priorities, city officials hope to prioritize projects that are "catalytic for the community and enhance Middletown's overall quality of life," she said.

Applicants can apply for funding for one of the two eligible uses: building improvements and equipment purchases. The program is broken into more specific cost areas, such as equipment procurement, building

improvements and façade improvements.

Eligible applicants include small business owners or building owners of a small business commercial/retail space who have not received a city grant in the past 24 months.

Some examples of the costs that can be covered include shipping and freight costs for new equipment, electrical improvements and storefront improvements such as the installation of new windows or doors, she said.

“We have many small businesses across the city that are looking to start up or expand, and we want to support that in any way possible,” Morlan said.

Business expansions happen in multiple ways, and Morlan said the city is hearing a lot about adding outside seating capacity for hospitality, leisure, and remote working.

“While that tended to be a necessary focus during the pandemic with the social distancing for health and safety, it’s now become a part of the new balance of live/work/play,” she said.

“Renovations ensure that patrons and residents can enjoy the amenities of the city in multiple ways.”

Mayor Nicole Condrey, who has pushed at city council meetings for more applicants for city grants, said it’s important for the city to create an “open, transparent and flexible” plan to assist small businesses.

Small businesses are important because they “create the culture and fabric of the community,” Condrey said.

Applications will be reviewed and scored by an internal committee consisting of representatives from various departments heads outside of the Economic Development Department, according to Morlan.

To ensure the projects are productive for the community, the committee will use a scoring system that closely examines the level of private

investment, jobs and new payroll created, alignment with targeted redevelopment areas, aesthetic quality of design, timeline for completion for new or expanded business operations, and general community benefit, she said.

By doing so, members of the committee hope to support businesses that “bolster and broaden the economic landscape” of the city, she said.

Application deadline is 11:59 a.m. July 7. Once all applications have been received, there will be a two-week window when the applications are reviewed and scored. Award notices will be sent July 23, she said.

For more information, contact business@cityofmiddletown.org or visit choosemiddletownoh.org.

Contact this reporter at 513-581-7612 or email Rick.McCrabb@coxinc.com.

Event to help families coping with infant death

MIDDLETOWN



Families participate in a past HEAL (Help Endure A Loss) event. On Saturday the Atrium Medical Center will host its 25th anniversary version of the event and fundraising walk. CONTRIBUTED

BY MICHAEL D. CLARK
STAFF WRITER

MIDDLETOWN — It's a heart void never filled, but joining with other families — and their supporters — who lost babies to early deaths helps lift spirits and raise money for a Middletown medical center program helping current and future parents cope with such profound loss.

On Saturday the Atrium Medical Center will host its 25th anniversary version of the HEAL (Help Endure A Loss) event and fundraising walk

designed to publicly bolster the family assistance program first created at the former Middletown Regional Hospital a quarter of a century ago.

Atrium Nurse and HEAL Founder Sheree Young said the walk and event raises funds and awareness of the heart-shattering reality for some families whose still-born, newly born and young infants die prematurely.

"It's a scenario we all hope we never have to face — saying goodbye to our children, but our HEAL coordinators know that it is a situation faced by so many, often in silence," said Young.

"Some families need help understanding the choices of burials and cremations. Others need help processing the intense grief that comes when one day a family is excitedly awaiting a little one and next they find themselves holding a still infant in their arms."

"In 2022, HEAL coordinators served over 80 families with each one receiving free counseling from the time they are introduced to our nurses," said Young.

Atrium officials said since 1998, conversations around safe sleep, pre-natal care, and mental health have become more mainstream, but in Ohio, there is still have much work to do.

"Ohio is ranked 10th in the country for having the highest infant mortality rate. This fact becomes even more concerning when we realize that the infant mortality rate for white infants is 5.1%, and the mortality rate for Black infants is 13.6%," said officials.

"While we continue to invest in preventative measures, our HEAL coordinators are here when the unthinkable happens."

The Atrium campus includes a HEAL Memorial Garden and the annual "Walk to Remember and Benefit" will honor the lives of children who have gone too soon.

Registration for the halfmile walk begins at 9 a.m. at the Atrium Family YMCA, 5750 Innovation Drive, Middletown, and ends at the nearby HEAL Memory Garden at Atrium Medical Center.

It's a free event and not just for families directly impacted by such tragedies.

There will be carnival games for children, free snacks and drinks and a family activity at the HEAL Memory Garden to honor children.

Young said annual event is to "celebrate and acknowledge the lives of our children who had died. We gather to pay tribute and to honor our children, to speak their names and to tell their life stories to others because they were and will always be a part of us."

To register early online, and to participate in a silent auction fundraiser by HEAL, go to the group's website at <https://e.givesmart.com/events/vmw>.

Contact this reporter at 513- 581-7414.

1 dead, 1 severely injured in Middletown car crash

MIDDLETOWN

BY RICK MCCRABB - STAFF WRITER

MIDDLETOWN — A crash in a residential neighborhood Friday night has left one person dead and another with severe injuries, according to police.

Police responded to a crash at 11 p.m. Friday at the intersection of Tytus Avenue and Mabelle Drive. Police said a vehicle traveling on Tytus Avenue had struck a legally parked vehicle at that location.

The passenger, Anthony Giovenco, 47, of Middletown, was transported to Atrium Medical Center where he died about 30 minutes later, according to the Warren County Coroner's Office that performed an autopsy over the weekend.

The driver, Brandi Craycraft, 48, of Middletown, was taken to Atrium with serious injuries, police said. She was not listed as a patient at the hospital on Monday, officials said.

The Middletown Police Department, in conjunction with the Butler County Severe Traffic Accident Reconstruction Team, is investigating the incident, police said. Speed is being examined as a contributing factor and Craycraft may face charges, according to the crash report.

Giovenco's death was the 11th this year on Butler County roads, according to the Ohio State Highway Patrol.

There were 28 fatalities on Butler County roads in 2018, 20 in 2019, 23 in 2020, 33 in 2021 and 34 last year, according to the state patrol.

Mobile taverns could soon be reality in Hamilton



By [Michael D. Pitman](#)

Updated June 20, 2023

The city of Hamilton is aiming to be the next city with a mobile tavern program.

Known technically as a commercial quadricycle, Hamilton is considering a pilot program — pending City Council approval — that will allow these motorized-assisted human-powered pedal vehicles to operate in designated areas of the city.

Hamilton Director of Engineering Rich Engle said his department has worked with the Hamilton Police and Law departments to develop this three-year pilot program that would begin after a council vote in mid-July.

"It's intended to be an entertainment vehicle to travel around the city," said Engle. "We've had a couple of companies in the city ask and have expressed interest in doing this."

Legislation being proposed would establish a new codified ordinance and outline the program's requirements, including licensing of the vehicle and driver, insurance liability and inspections. There are also fees associated with the program.

Ohio lawmakers allowed commercial quadricycles to operate in [April 2015](#) when it established outdoor refreshment areas and exempted them from the open container law under certain criteria. While they are assisted by motorized power, “a passenger riding on a commercial quadricycle pedaled solely by human power, under certain conditions.”

State law also requires a maximum of 36 ounces of beer or 18 ounces of wine permitted by each passenger.

Vice Mayor Michael Ryan said the program is “a great idea.”

“Cincinnati has this, and I had an opportunity to do it downtown with friends a couple of years ago,” he said. “It’s a great way to connect with businesses, it’s a great way to bring people to the city. I hope this works out.”

Engle said one of the companies he’s spoken with said they wouldn’t be ready to operate until next spring, and is uncertain about the operational timing of the other company that’s interested in participating.

It won’t be until after the program is in operation and commercial quadricycles are on the roads that the engineering, police, and law departments can assess certain things, like how many of the pedal vehicles would be allowed on the road at a time.

“I would think one or two per company at the most,” Engle said. “We need to see how it’s going to operate in the city and make decisions after that.”

Councilman Timothy Naab said, like his colleague, he also has been on a commercial quadricycle, as well as a pedal boat, which operates similarly to its land counterpart. He said they all have the same entertainment value with “very, very limited alcoholic capabilities to carry on.”

“I’m hopeful this pilot program can prove successful in Hamilton,” he said.

Greater Hamilton Chamber of Commerce Dan Bates said this pilot program would be “a fabulous thing for businesses” in Hamilton.

“It makes being out and about fun, and it makes it a fun way to get from place to place,” he said. “I think it adds to the fun vibe of Hamilton. I think that people get together and go around downtown more slowly than if they were driving through and having a lot more fun if they were just walking.”

In addition to Cincinnati, Dayton and Columbus, many cities around the country have these human-pedaled vehicles (which range in sizes), such as Chicago, Nashville and Milwaukee.

Though the commercial quadricycles will operate within the designated outdoor refreshment area, Engle said DORA to-go cups are a no-go.

"This is separate from the DORA program; they would not be allowed to bring DORA cups onto the vehicle," he said. "They would have to bring their own (beverages)."

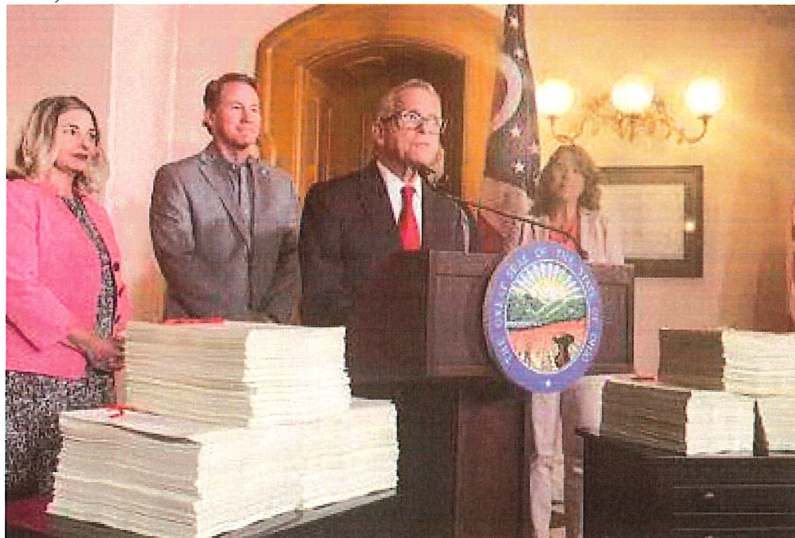
Many cities with a commercial quadricycle program are much bigger than Hamilton, but Bates said it might be only a matter of time before the City of Sculpture (with a population of more than 63,000 people) could be considered a big city.

"Obviously, the city's growing, and certainly, the business community is growing. The other thing we're seeing is a tremendous influx of young people who want to live in Hamilton, which is pretty cool," Bates said. "I don't know if we've reached the big-city category yet, but it is certainly a sign of growth and very exciting."

Ohio's \$86 billion state budget OK'd by governor, but with vetoes on tobacco regulation and vaccines

Republican Gov. Mike DeWine has cleared Ohio's \$86 billion state budget, signing into law \$3 billion in tax cuts and universal school vouchers, among hundreds of others provisions, for the next two fiscal years

By SAMANTHA HENDRICKSON - Associated Press/Report for America
Jul 5, 2023



Ohio Gov. Mike DeWine, surrounded by the over 6,000 pages making up Ohio's \$86 billion state budget, addresses reporters at a press conference, Wednesday, July 5, 2023, at the Ohio Statehouse in Columbus, Ohio.
Samantha Hendrickson - staff, ap

COLUMBUS, Ohio (AP) — Republican Gov. Mike DeWine cleared Ohio's \$86 billion state budget, signing into law \$3 billion in tax cuts and universal school vouchers among hundreds of others provisions for the next two fiscal years.

The governor OK'd the massive budget document early Tuesday, but not without line-item vetoes on issues like tobacco regulation — a longtime battle for DeWine.

DeWine vetoed a second attempt by the GOP-led Legislature to keep local communities from being able to ban the sale of flavored tobacco products — earning him high praise from health advocates. The Legislature's proposal would have left that up solely to the state.

“This is consistent throughout my career,” DeWine told reporters at a press conference on Wednesday, citing his previous fight for more tobacco regulation in his time as a U.S. Senator. He also said he hopes the state Legislature will soon come to him with a statewide ban on flavored vape products in an effort to prevent kids from getting addicted.

DeWine also nixed a provision that would have banned universities from mandating students get certain vaccines in order to be on campus.

He also vetoed language surrounding an expanded sales tax holiday, which would have lifted sales taxes on many tangible items under \$500. Instead of the proposed two weeks funded with \$750 million, the length of an expansion will be determined by state tax and budget officials once they can estimate accurate costs for the holiday.

Additionally, DeWine cut out a provision that would have relaxed standards for publicly funded childcare programs statewide by exempting them from a state rating system.

Overall, although few of his specific priorities laid out back in January made it into the final version of the budget, DeWine applauded the work of the Legislature, calling it a “historic” investment in children, education and workforce needs.

Just last week the state House and Senate hammered out nearly 900 differences between them, despite both chambers holding Republican supermajorities. Main disagreements included measures on how to fund education, public assistance programs and tax cuts as well as far-reaching policy issues overhauling how both K-12 education and public colleges and universities operate in the state.

While Republicans touted the budget as being a win for businesses and families, most Democrats in both chambers voted against the budget's passage from the Legislature last Friday, saying it fails to protect the most vulnerable Ohioans while benefitting wealthier ones.

The Legislature has until the end of this general assembly to override any of DeWine's vetoes, something easily done should they choose to, as both chambers have a veto-proof Republican majority.