

DATE: January 5, 2024
TO: Board of Health Members
FROM: Jacquelyn Phillips Carter, MPH, BSN, RN - Secretary
SUBJECT: **Agenda for January 9, 2024**

City of Middletown Board of Health & Environment will meet in regular session **January 9, 2024** 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 -December 2023

RECEIVE AND FILE FINANCIAL REPORT -December 2023

EDUCATION PRESENTATION

Sleep Apnea-Dr. Jennewine

OLD BUSINESS

1. PHAB
2. Tobacco21 (T21)

NEW BUSINESS

1. Travel Authorizations
2. Review of ODH Medicaid Administrative Claiming “MAC” Local Health Department Process Claiming
3. 2024 Election of President Pro Tem
4. 2024 Board of Health Roster
5. 2024 Board of Health Committees
6. 2023 4th Quarter Report
7. Board Member Topic-Open Discussion

REPORTS

Health Commissioner

Medical Director

Director of Nursing

Environmental Health Director

ADJOURNMENT

The Next Board of Health Meeting is scheduled for February 13, 2024 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
December 12, 2023

The City of Middletown Board of Health met in regular session at 7:30 AM on December 12, 2023.

Members Present

Mayor, Nicole Condrey, BS, President
Jeff Bonnell
Sally Kash, MS, RN
Ruth Lolli
Emily Miller, BSN, RN
Joseph Richmond, MBA
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

ROLL CALL

Motion: Ms. Kash moved, seconded by Ms. Lolli to excuse Mr. Richmond from the Board of Health meeting.

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

Mr. Richmond arrived at 7:31am.

CITIZEN COMMENTS

None.

APPROVAL OF MINUTES – November 2023

Motion: Ms. Lolli moved, seconded by Ms. Kash to approve the November 2023 minutes.

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

RECEIVE AND FILE FINANCIAL REPORT-November 2023

Ms. Phillips Carter informed the board that City of Middletown is currently switching over to a new financial system. The new system should be able to generate more up-to-date reports than the old system.

Motion: Ms. Kash moved, seconded by Ms. Sibcy to receive and file the November 2023 Financial Report.

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

Education Presentation- Pertussis (Whooping Cough)-Dr. Jennewine

Dr. Jennewine presented the board with an overview of Pertussis (Whooping Cough). Whooping Cough was first diagnosed in 1578. The bacteria responsible for Whooping Cough was first isolated in 1906, and in 1938 the first vaccine became available. Whooping Cough is also known as the 100-day cough and is highly contagious. Most cases of the infection occur during the summer. The most at-risk population is children under five years old.

Symptoms of Whooping Cough include: runny nose, fever, mild cough, coughing fits and a “whoop” when coughing. Whooping Cough is diagnosed by clinical symptoms, vomiting with coughing is diagnostic 50% of the time. Lab testing can also confirm Whooping Cough.

The treatment of Whooping Cough includes antibiotics within three weeks of symptom onset or six weeks of symptom onset in pregnant women or children under one year old. A Whooping Cough vaccine is available as a series of five vaccines starting at age 6-8 weeks with boosters thereafter. Cocooning is another method of prevention in which all of the caretakers/people around at-risk populations are vaccinated thus preventing the infection from occurring.

Most individuals with Whooping Cough make a full recovery, however; 12% of infants less than one year go on to develop pneumonia and 0.5-2% of cases in infants less than one year are fatal.

There were 603 cases of Whooping Cough in Ohio in November of 2023, there were only 117 cases of Whooping Cough reported in Ohio in 2022. This was the largest number of cases in the US to date. A large number of cases were in Warren County.

Discussion

Ms. Phillips Carter commented that Warren County tends to be a hot spot for communicable diseases, possibly due to the high number of residents that travel for work purposes.

Mayor Condrey asked if it were possible that Warren County residents were testing more often than residents in other communities.

Ms. Phillips Carter stated that it is possible. Warren County tends to be a more affluent county and, in those areas, there is better healthcare which allows for more testing when sick.

Ms. Kash asked what the medical community says about communicable diseases and the large increase in immigrants.

Ms. Phillips Carter stated that when immigrants come in to the country legally, they are processed and receive required immunizations.

Ms. Miller stated that there has been an increase recently in the number of patients being hospitalized for respiratory illnesses.

Mayor Condrey asked if COVID had impacted the general public's willingness to vaccinate.

Dr. Jennewine stated that there has been an overall increase in skepticism concerning vaccines and many adults are more hesitant to vaccinate.

OLD BUSINESS

PHAB

Ms. Phillips Carter informed the board that the PHAB Annual Report was submitted on December 5, 2023. CMHD is now working on the Community Health Improvement Plan (CHIP).

Tobacco 21 (T21)

Ms. Ealy informed the board that CMHD has received completed applications for 24 of the 70 tobacco retailers in Middletown. Second notices were sent out December 4, 2023. Ms. Ealy informed the board that she and Ms. Chaney are hand-delivering licenses and signage to tobacco retailers to be able to answer any questions retailers may have.

Ms. Phillips Carter stated that she is working with the City Manager and Director of Development Services on implementing retail density. Many other local communities have some form of retail density in place, without our own retail density limit in place we may see an increase in tobacco businesses.

Mayor Condrey asked if marijuana would fall under T21 laws.

Ms. Phillips Carter stated that it should not.

NEW BUSINESS

Travel Authorizations

There were no travel authorizations requested.

Motion to Read MBHE Ordinance No. 2023-03 and 2023-04 by Title Only.

Motion: Ms. Lolli moved, seconded by Mr. Richmond to read MBHE Ordinance No. 2023-03 and 2023-04 by title only.

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

Approval of MBHE Ordinance No. 2023-03-Pay and Benefits

An Ordinance Establishing Pay Ranges and Certain Benefits For Employee Classifications in the Middletown Department of Health and Environment and Declaring an Emergency.

Dr. Zollett asked what this ordinance meant.

Ms. Phillips Carter explained that each year a small committee consisting of Human Resources, the Legal Department and City Managers convenes and evaluates where City employees should be on the pay and benefits range. Ms. Phillips Carter continued that while City Council approves the City Budget, the BOH has to formally adopt the Pay and Benefits Ordinance for it to be effective for CMHD staff.

Ms. Phillips Carter stated that Ms. Ealy has been reclassified as Environmental Director/Assistant Health Commissioner.

Motion: Dr. Zollett moved, seconded by Ms. Lolli to approve MBHE Ordinance No. 2023-03-Pay and Benefits

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

Approval of MBHE Ordinance No. 2023-04 Health Department Budget

A Regulation Approving the Proposed Fiscal Year 2024 Operating Budget For The Department of Health & Environment and Declaring an Emergency.

Ms. Phillips Carter explained that the Health Department is partially subsidized by Public Works and Income Tax divisions.

Motion: Ms. Kash moved, seconded by Ms. Sibcy to approve MBHE Ordinance No. 2023-04-Health Department Budget.

Roll call vote: Yes-7 (Bonnell, Kash, Miller, Lolli, Richmond, Sibcy, Zollett). No-0. Motion Passed.

2024 Board of Health Meeting Dates

Ms. Phillips Carter reminded board members that BOH meetings are held the second Tuesday of each month at 7:30am in Conference Room 2C of the City Building. If a BOH meeting is ever cancelled, it has to be rescheduled within that month. A calendar of 2024 meeting dates was provided in the BOH packet.

Board Member Topic-Open Discussion

Mayor Condrey inquired about food trucks and how long they were able to stay in one location.

Ms. Ealy stated that they are permitted to stay in any one location for no more than 40 consecutive days.

Ms. Phillips Carter stated that to bring everyone up-to-date, a mobile truck owner has purchased a lot on Breiel Boulevard and is now holding a food truck court at that location. Ms. Phillips Carter stated that City of Middletown has no specific regulations list for movement and stated that the ORC is vague. That is why it is important that zoning and other things come into play, there may be conditions that supersede ORC.

Mayor Condrey stated that from a zoning perspective, it would be important to know if the areas allow for outdoor dining. Mayor Condrey inquired what would happen if a food truck pulled up in the Historic District and sat unmoving for 40 days. Mayor Condrey stated that she had seen signage advertising a mobile food court coming soon which leads to other questions such as where are they dumping their gray water.

Ms. Phillips Carter stated that it makes sense for the Health Department and Zoning Department to sit down and discuss the issues together.

Mayor Condrey asked how mobile food trucks are licensed.

Ms. Ealy stated that mobile food trucks are licensed by where the owner lives or owns a business.

Mayor Condrey asked who was responsible for inspecting food trucks.

Ms. Phillips Carter stated that it is the licensing agency that inspects mobiles.

Ms. Ealy added that we have the authority to inspect any mobile we see operating within the city, but we cannot take an action on their license.

Mayor Condrey stated that she believed it would be hard to enforce health codes when CMHD is not the inspecting agency. Mayor Condrey inquired how often mobile food trucks are typically inspected.

Ms. Ealy stated that mobile food trucks are required to be licensed and inspected once per year by the licensing jurisdiction and may be inspected at local events.

Mayor Condrey inquired how an out of state mobile would become licensed to operate in Ohio.

Ms. Ealy explained that the mobile food truck would be inspected by the health department in the first jurisdiction they operate.

Ms. Phillips Carter added that CMHD still follows up on mobile food truck complaints regardless of the licensing agency.

REPORTS

Health Commissioner

Ms. Phillips Carter informed the board that the Syringe Exchange Program (SEP) may be revisited by City of Middletown, explaining that harm reduction is important. Ms. Phillips Carter stated that she feels strongly that other communities should step up and help Middletown bear the burden of harm reduction, it is not just a Middletown problem. Ms. Phillips Carter elaborated that she is not opposed to entities such as the library distributing Narcan.

Ms. Lolli informed the board that she has already approached the Middletown Library about distributing Narcan on site. Narcan will be distributed by a case manager so that they will be able to educate and connect with Narcan recipients.

Ms. Phillips Carter informed the board that Middletown is expecting to be on the path of a total eclipse on April 8, 2024. It is expected that Middletown will be in total darkness for approximately 1 minute and 52 seconds. It is expected that there will be a large influx in traffic, tourists and campers around this date. CMHD is working with Butler County Emergency Management Agency (EMA) on safety issues and concerns and will provide the board with more information as it becomes available.

Medical Director

Dr. Jennewine reported the November Communicable Disease cases.

Chlamydia infection	18
COVID-19	269
Gonococcal Infection	7
Haemophilus influenzae-invasive	1
Hepatitis B	3
Hepatitis C	6
HIV	1
Pertussis	1
Streptococcus pneumoniae-invasive	1

Director of Nursing

Ms. Corbin informed the board that part of being the Emergency Response Coordinator includes working closely with Butler County EMA on events such as the solar eclipse that will be occurring in April. Ms. Corbin explained that while for the general public it is only a two-minute event, it is a big deal at the county level. Butler county is expecting its population to double during the eclipse which brings concerns about traffic, food service and sanitation.

Ms. Corbin stated that she is currently working on meeting the Public Health Emergency Preparedness (PHEP) deliverables.

Ms. Corbin stated that there have been a few cases of Pertussis (Whooping Cough) reported in children under age nine.



City of Middletown Health Department
Middletown, Ohio

Connected and Healthy Community to Live, Work and Play

Environmental Director

Ms. Ealy informed the board that plans have been received for Common Ground Coffee Shop inside of Middletown High School, a micromarket inside PAC Worldwide and a Sunoco on Lefferson. Master's Touch has submitted a body art application.

Ms. Ealy informed the board that the following facilities have been licensed to operate: Name Brandt Distillery, Biggby Coffee, Arco Food Mart and All Hustle Tattoo.

Ms. Ealy informed the board that the open position of Environmental Health Specialist will be advertised again with the new salary from the 2024 PBO. Ms. Ealy is hoping to start interviewing applicants in January 2024.

ADJOURNMENT

The meeting was adjourned at 8:38 AM. The next meeting will be held on January 9, 2024 at 7:30AM in Conference Room 2C.

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

Nicole Condrey, President
City of Middletown Board of Health

City of Middletown Health Department

December 2023 Financial Notes

Vital Statistics

- \$6,826.12 Revenue Earned for December
- 583 Certificates Sold for December
- 63 Burial permits Processed for December
- \$92,271.32 Revenue Earned for the Year
- 3,971 Birth Certificates Sold for the Year
- 4,310 Death Certificates Sold for the Year
- 722 Burial Permits Processed for the Year

Environmental

- \$8,970 Revenue Earned for December
 - Including \$4,500 Tobacco21 Revenue
- \$130,170.80 Revenue Earned for the Year

Indigent Services

- \$20,000 budgeted for 2023 exhausted – Expense through November = \$24,606.72
- 34 Applications approved
 - 5 OD's
 - Embalmer's Association Reimbursement Program ended May 2023

Current Grants

- Workforce Development (WF-23) 7/01/2023-11/30/2027 - \$445,000
 - Multi-year project to support the development of current and future public health workforce
 - Award granted to CMHD \$435,000
 - \$10,000 awarded to all LHD's in Ohio for equity specific training.
 - *\$13,217.37 - Deposited for the Year*
- Tobacco21 (T21) 8/01/2023-7/31/2025 - \$86,415
 - Two year grant through Interact for Health to support T21 program - *\$46,415.00 Deposited for the Year*
- Public Health Emergency Preparedness (PHEP) 7/1/2023-6/30/2024 - \$24,361.62
 - Deliverable based pass-through with BCGHD - *\$9,168.61 Deposited for the Year*
- Allotrac Medicaid Billing (MAC Billing) 1/01/2023-12/31/2023
 - Yearly agreement. Payments approved quarterly - *\$50,749.68 Deposited for the Year*

**OHIO DEPARTMENT OF HEALTH
MEDICAID ADMINISTRATIVE CLAIMING ("MAC")
LOCAL HEALTH DEPARTMENT PROCESS
CONTRACT**

This MAC Local Health Department Process Contract ("Contract") is between:

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 5px;">Ohio Department of Health ("ODH")</td></tr> <tr><td style="padding: 5px;">Finance and Information Technology, Medicaid Administrative Claiming</td></tr> <tr><td style="padding: 5px;">Dane Austin, Program Administrator 3 ("ODH Contract Manager")</td></tr> <tr><td style="padding: 5px;">246 North High Street, Columbus, Ohio 43215</td></tr> <tr><td style="padding: 5px;">Dane.Austin@odh.ohio.gov</td></tr> </table>	Ohio Department of Health ("ODH")	Finance and Information Technology, Medicaid Administrative Claiming	Dane Austin, Program Administrator 3 ("ODH Contract Manager")	246 North High Street, Columbus, Ohio 43215	Dane.Austin@odh.ohio.gov	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 5px;">City of Middletown Health Department</td></tr> <tr><td style="padding: 5px;">Jackie Phillips Carter Health Commissioner</td></tr> <tr><td style="padding: 5px;">1 Donham Plaza Middletown, OH 45042</td></tr> <tr><td style="padding: 5px;">AND 513-425-1818</td></tr> <tr><td style="padding: 5px;">carlae@cityofmildletown.org</td></tr> <tr><td style="padding: 5px;">OAKS #0000053012</td></tr> </table>	City of Middletown Health Department	Jackie Phillips Carter Health Commissioner	1 Donham Plaza Middletown, OH 45042	AND 513-425-1818	carlae@cityofmildletown.org	OAKS #0000053012
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OAKS #0000053012												

For the purpose of this Contract, the term "Parties" may be used to collectively refer to both ODH and LHD. Within fourteen (14) days of receipt, this Contract should be signed by LHD and returned electronically along with required attachments, if any (see §3), to Ohio Department of Health, Medicaid Administrative Claiming, Attention: Dane Austin, MAC Unit at Dane.Austin@odh.ohio.gov. A copy of the executed Contract shall be returned to the LHD Authorized Representative.

1. **CONTRACT TERM.** Subject to §5 and other terms and conditions specified in this Contract:

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

7/1/2023

1.2. "Contract Ending Date" shall be defined as the date indicated here, or the date of Contract termination, whichever is first:

6/30/2025

1.3. "Contract Period" shall be defined as the time between the "Contract Beginning Date" and "Contract Ending Date" unless prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

2. **CONTRACT FUNDING.**

2.1. Contract Funding Source. This Contract is made pursuant to the federal funds received from Ohio Department of Medicaid Reimbursement for those Medicaid services under CFDA 93.778.

2.2. Legal or Statutory Authority. Ohio Revised Code ("ORC") 3701.832 & "Interagency Subgrant/Subrecipient Agreement between the Ohio Department of Medicaid and the Ohio Department of Health" A-2425-04-0075C .

3. **ATTACHMENTS.** Attachments specified in this Contract are made a part hereof, and are incorporated as terms and conditions of this Contract. Please provide attachments as applicable with submission of original, executed Contract. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

JPC LHD affirms that they have read and understand and agree to be bound by the Contract Terms and Conditions in §5 below;

JPC LHD must submit with this Contract verification of any required licenses, registrations or other qualifications required by this Contract or relevant Request for Proposal.

JPC LHD 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;

JPC Effective March 28, 2019, if the Contract Funding Source identified in §2.1. of this Contract is one of the following listed funding sources, LHD must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will LHD become nor is LHD currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in ORC §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.

4. **ADDITIONAL DEFINITIONS OF TERMS.** As used in this Contract, the specified terms are defined as follows:

- A. ABD: Aged, Blind and Disabled is an eligibility group for Medicaid
- B. AFC: Foster Care recipients placed in out-of-home arrangements
- C. CFR: Code of Federal Regulations
- D. CFDA: Catalog of Federal Domestic Assistance
- E. CMS: Centers for Medicare and Medicaid Services
- F. FFP: Federal Financial Participation for state expenditures
- G. HHS: United States Department of Health and Human Services
- H. HIPAA: Health Insurance Portability and Accountability Act
- I. ISTV: Intrastate Transfer Voucher
- J. LHD: Local Health Department. Entity as defined in ORC 3709.01
- K. MAC: Medicaid Administrative Claiming
- L. Medicaid: Health program set forth in Title XIX of the Social Security Act
- M. MER: Medicaid Eligibility Rate
- N. OAC: Ohio Administrative Code
- O. ODH MAC: Work unit within ODH that serves as coordinator and single point of accountability for the MAC program
- P. ODM: Ohio Department of Medicaid
- Q. ORC: Ohio Revised Code
- R. PHI: Protected Health Information
- S. *The Guide: Ohio Department of Health Medicaid Administrative Claiming (MAC) Methodology Guide*, dated March 30, 2007.

5. **CONTRACT TERMS AND CONDITIONS.**

5.1. **Mutual Promises & Covenants.** In consideration of the mutual promises expressed in this Contract, LHD and ODH intend to be legally bound in accordance with the terms of this Contract.

5.2. **Purpose of Contract.** The purpose of this Contract is to establish a contractual relationship between ODH and LHD to allow LHD to participate in the MAC process. This Contract is applicable to the administration of those services covered by the Medicaid program as set forth in Title XIX of the Social Security Act. Eligible Medicaid consumers include Healthy Families, Low Income Families, Ohio Works First-related, ABD and AFC placement populations as well as Healthy Start consumers including those uninsured children covered under the State Children's Health Insurance Program which is funded by grant CFDA 93.767 and Medicaid grant CFDA 93.778. This Contract authorizes the transfer of federal funds from ODH to LHD for those administrative services.

5.3. **Responsibilities of ODH.** ODH will:

- 5.3.1. Designate an ODH "Contract Manager" who will assure that LHD is provided with an individual or work unit as the single point of accountability for the MAC Program.

- 5.3.2. Notify and receive approval from ODM of any change in the design and/or operation of the program.
- 5.3.3. Evaluate and approve or disapprove LHD's request to participate in the MAC program.
- 5.3.4. Review and approve LHD's time study training curriculum and materials.
- 5.3.5. Comply with all applicable state and federal regulations, rules, laws and Executive Orders which govern the Medicaid program, and the provisions of the *Guide*.
- 5.3.6. Ensure that time study participants understand the training and have the ability to complete correctly the time study. ODH may interview time study participants, either verbally or in writing.
- 5.3.7. Ensure the time study participants are following the time study procedures.
- 5.3.8. Calculate the MER for LHD as defined in the *Guide*.
- 5.3.9. Check LHD's claims for accuracy and reasonableness prior to submitting to ODM for payment in accordance with the *Guide*.
- 5.3.10. Submit LHD's claims to ODM quarterly.
- 5.3.11. Annually monitor LHD as outlined in the *Guide*.
- 5.3.12. In cases where monitoring of a claim results in the need for a corrective action plan, assist LHD with the preparation of such plan and submit it to ODM.
- 5.3.13. Implement sanctions and penalties as set forth in this document or as specified by ODM or CMS.
- 5.3.14. Shall repay to ODM the unallowable FFP amount within forty (40) days of discovery if CMS, ODM, ODH, or any LHD discovers, through any means, that LHD received an overpayment of FFP. The amount repaid to ODM shall be the total overpayment not to exceed the amount paid to LHD.
- 5.3.15. Recoup the reimbursement amount to be made to ODM by adjusting the amount of reimbursement to be made to LHD on the next claim submitted by LHD in the event that LHD is unable or unwilling to make an appropriate reimbursement adjustment based on a finding of overpayment.
- 5.3.16. Will be the primary contact for LHD for technical assistance, correspondence, inquiries and response to media requests.
- 5.3.17. Require LHD to resubmit a corrected claim when a claim does not comply with this Contract or the methodology defined in the *Guide*.
- 5.3.18. Develop and maintain a written resolution process to address complaints by LHD.
- 5.3.19. Terminate the contract with LHD with thirty (30) days written notice for not following the terms of this Contract. No notice shall be required in the event that there is evidence of fraud, misrepresentation, or malfeasance.
- 5.3.20. Provide ODM with a current list of the individuals responsible for administrative claiming at LHD.

5.4. RESPONSIBILITIES OF LHD. LHD shall:

- 5.4.1. Identify a single point of accountability for all communication between ODH and LHD. This person or unit must be an employee of LHD, not a contracted entity.
- 5.4.2. Ensure that ODH, ODM and CMS have access to all documentation necessary to review and audit administrative claims. LHD will make available the data used to prepare the claim, which will include the coding sheets or electronic files, which document the time study and the expenditure information for LHD. The expenditure data will include the name, salary, and benefits for each person designated as performing Medicaid-eligible activities.
- 5.4.3. Collect time study data using a method approved by ODH. Data collected must conform to the requirements described in the *Guide*.
- 5.4.4. Maintain all time study documents and MAC-related files specified in the *Guide* and pursuant to 2 CFR 200.333.
- 5.4.5. Develop time study curriculum and submit it to ODH for review and approval before use.
- 5.4.6. Submit time study training schedule to ODH at least three (3) weeks prior to the training session.

- 5.4.7. Submit to ODH the number of people eligible for selection in the time study for the upcoming quarter and the names of all participants.
- 5.4.8. Train all time study participants and ensure their participation.
- 5.4.9. Provide time study participants with materials to perform the time studies.
- 5.4.10. Report to ODH the names of all time study participants every quarter with the claim.
- 5.4.11. Calculate the percentage of time spent on Medicaid activities.
- 5.4.12. Prepare quarterly claims as defined in the *Guide*. Claims must be submitted to ODH in the format specified by ODH. In cases where monitoring of a claim results in the need to file a corrective action plan, prepare such a plan with the aid of ODH and submit it to ODH within fifteen (15) days from the receipt of written notification from ODH of the need for a corrective action plan.
- 5.4.13. Comply with all applicable state and federal regulations, rules and laws which govern the Medicaid program.
- 5.4.14. Comply with all relevant and applicable requirements in 2 CFR 200 and 45 CFR Part 75.
- 5.4.15. Repay to ODH any findings or identified overpayments received within twenty-one (21) days from the date of discovery. The amount repaid to ODH shall be the total overpayment not to exceed the amount paid to LHD. If LHD does not fully repay the finding or overpayment within 21 days, ODH shall deduct the remaining amount of the finding from any future payments to LHD.
- 5.4.16. Conform to the following guidelines:
 - 5.4.16.1. Submit quarterly claims as directed by ODH including the attestation state in Section 5.4.22 of this Contract;
 - 5.4.16.2. Submit to ODH for approval any changes in training materials at least six (6) weeks prior to their use in a training session; and,
 - 5.4.16.3. Provide sufficient and appropriately trained staff to successfully implement the program and comply with this Contract and identify the staff committed to the project, by name, title, and relevant experience. Upon any changes to the staff named, notification of the changes must be made to the ODH Contract Manager.
- 5.4.17. Maintain a list of the individuals responsible for administrative claiming. The list must include the individual's title, phone number and e-mail address.
- 5.4.18. Comply with all applicable provisions of the *Guide*.
- 5.4.19. Maintain original activity logs and/or appointment books kept by the participants in the time study and maintain the payroll records that document the salary, benefits, materials, and supplies of all persons designated as performing Medicaid-eligible activities.
- 5.4.20. Account for supply costs according to 2 CFR 200.94. This includes allocating costs to the specific unit using the supplies according to policies developed by ODH.
- 5.4.21. Maintain a list of excluded federal revenue, identified by source.
- 5.4.22. Maintain claim certification with signature of LHD's treasurer or chief financial officer. Each claim certification shall include the following attestation clause:
 - 5.4.22.1. I am the designee of LHD authorized to submit this claim and I certify that LHD is the agent of ODH.
 - 5.4.22.2. This claim only includes expenditures permitted under the Medicaid program as detailed in Title XIX of the Social Security Act (the Act), and under all applicable implementing federal, state, and local statutes, regulations, policies, and the state plan approved by the Secretary of the U.S. Department of Health and Human Services (Secretary) in effect during the period of the claim.
 - 5.4.22.3. The expenditures included in this claim are based on actual recorded expenditures.
 - 5.4.22.4. The required amount of state and/or local public funds were available and used to match the state's allowable expenditures included in this claim, and such state and/or local public funds

were used in accordance with all applicable federal requirements for the non-federal share match of expenditures.

- 5.4.22.5. Federal matching funds are not being claimed to match any expenditure under any Federal program that was submitted after January 2, 2001 that has not been approved for the period of the claim.
- 5.4.22.6. The information above and in this claim is correct to the best of my knowledge and belief based on reasonably available information. Also, I have notice that this information is to be used for filing a claim with the Federal Government for federal funds, and the knowing misrepresentation constitutes violation of the Federal False Claims Act.
- 5.4.23. Maintain the privacy and confidentiality requirement for all the records in the system. LHD must comply with the Code of Federal Regulations put forth in 42 CFR 431.300, 42 CFR 431.300, 42 CFR 431.301, 42 CFR 431.302, 42 CFR 431.303, 42 CFR 431.304, 42 CFR 431.305, 42 CFR 431.306, 45 CFR 160, 45 CFR 162, and 45 CFR 164, and sections 5101.27 and 5101.30 of the ORC.
- 5.4.24. If applicable, comply with all relevant and applicable requirements stated in 45 CFR 92 and OMB Circular A-133 which are incorporated by reference. Sending audit reports to ODH Contract Manager.
- 5.4.25. Pursuant to ORC 3701.034, if the Contract Funding Source identified in §2.1. of this Contract is one of the following listed funding sources, LHD certifies that LHD does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in ORC §9.04:
 - 5.4.25.1. Violence Against Women Act;
 - 5.4.25.2. Breast and Cervical Cancer Mortality Prevention Act;
 - 5.4.25.3. Infertility prevention project;
 - 5.4.25.4. Minority HIV/AIDS initiative; and/or
 - 5.4.25.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by LHD to comply with this section shall be treated as a material breach of this Contract.

- 5.5. Compensation. In return for submission by LHD to ODH of properly completed claims documentation, ODH shall submit LHD MAC to ODM and upon receipt of federal financial participation from ODM for claims submitted on behalf of LHD, ODH agrees to reimburse LHD the appropriate federal financial participation amount (less a two and a half percent (2 ½ %) administrative fee to cover ODH MAC Unit costs), for actual, allowable, and reasonable net costs, not to exceed the amount ODH received from ODM (less the ODH administrative fees) for the relevant LHD claims.
- 5.6. Availability of Funds. Subject to the provisions of ORC 126.07 and ORC 131.33, which shall at all times govern this Contract, ODH represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract 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 Contract Period. LHD understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding ODH for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Contract Funding Source.

5.7. Terms, Suspension, Termination, Breach Default.

- 5.7.1. Termination with Notice. This Contract may be terminated by either party upon thirty (30) days written notice of termination to the other party.
- 5.7.2. Immediate Suspension/Termination. ODH may suspend or terminate this Contract immediately upon delivery of written notice to LHD if ODH discovers any illegal conduct on the part of LHD; any violation of the Contract; loss of funding as set forth in §5.6; discovers any violation of funding restriction set forth in §5.4.25; discovers any violation of §5.8 of this Contract regarding Conflict of Interest and Ethics Laws or §5.14 regarding a Drug Free Workplace; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against LHD. If at any time during the contractual period a

bankruptcy or similar proceeding has been filed by or against LHD, LHD shall immediately notify ODH of the filing.

- 5.7.3. **Suspension/Termination of Activities.** LHD, upon receipt of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts related to such suspended or terminated activities, take all necessary and/or appropriate steps to limit disbursements and minimize costs, and furnish a report setting forth LHD activities as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as ODH may require.
- 5.7.4. **Breach and Default.** The Parties agree that any dispute, controversy or claim arising under, out of or relating to this Contract and any subsequent amendments of this Contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to the director of ODH and the LHD commissioner for resolution. If the Parties are not able to resolve their disputes, the Parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences.
 - 5.7.4.1. Upon breach or default by LHD of any of the provisions, obligations or duties provided for in this Contract, 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 Contract.
 - 5.7.4.2. If ODH or LHD fail to perform an obligation or obligations under this Contract 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.
- 5.8. **Conflict of Interest and Ethics Laws.**
 - 5.8.1. Neither LHD nor any officer, member or employee of LHD 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.
 - 5.8.2. LHD hereby covenants that LHD, and any officer, member, or employee of LHD, have no 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 Contract.
 - 5.8.3. LHD 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. LHD shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate ORC 102.03 to 102.04 or ORC 2921.42.
 - 5.8.4. LHD hereby covenants that LHD and any officer, member or employee of LHD are in compliance with section ORC 102.04 and that if LHD is required to file a statement pursuant to ORC 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
 - 5.8.5. LHD hereby certifies compliance with the executive agency lobbying requirements of ORC 121.60 to 121.69.
 - 5.8.6. LHD hereby certifies and affirms that, as applicable to LHD, no party listed in Division (I) or (J) of ORC 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 to the Governor or to his campaign committees. If it is determined that LHD's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, LHD shall return to ODH all monies paid to LHD under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.
- 5.9. **Nondiscrimination and Equal Employment Opportunity.** In carrying out this Contract, LHD shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:
 - 5.9.1. 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; 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;

- 5.9.2. 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;
- 5.9.3. 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;
- 5.9.4. 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;
- 5.9.5. If grant funding is from the U.S. Department of Justice, comply with 28 CFR pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28CFR pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations)); and
- 5.9.6. 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.

5.10. "Sweatshop Free" Certification. LHD hereby certifies that all facilities used for the production of supplies or performance of services complies 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 LHD in providing services which are the subject of this Contract. If it is determined that LHD's certification of this requirement is false or misleading, then LHD understands that it shall be grounds for the termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.

5.11. Records, Documents and Information. All records, documents, writings or other information produced or used by LHD in the performance of this Contract shall be treated according to the following terms:

- 5.11.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by LHD. Where there is a question as to whether information is public or private, ODH shall make the final determination. LHD shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. LHD agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. The terms of this section shall be included in any subcontracts executed by LHD for work under this Contract.
- 5.11.2. All proprietary information of LHD shall be held to be strictly confidential by ODH pursuant to applicable law. Proprietary information is information, which, if made public, would put LHD at a disadvantage in the market place and trade of which LHD is a part. LHD 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 LHD's assertion of the proprietary nature of any information to be provided.
- 5.11.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by LHD shall be retained and made available by LHD 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 Contract. If an audit, litigation, or other action is initiated during this time period, LHD shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

5.12. Disclosure of Personal Health Information. LHD 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 Contract or as required by law. LHD will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Contract. LHD shall comply with 45 CFR 164.504(e)(2)(ii). LHD shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Contract. LHD hereby agrees that anytime information is provided or made available to any subcontractor or agent, LHD 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 Contract. LHD must obtain ODH approval prior to entering into such agreements. Further, LHD 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 LHD's obligations under this Contract.

5.12.1. Business Associate Requirements Under HIPAA.

5.12.1.1. **Definitions:** The definitions contained in this Section are derived from federal law. Should there be any conflict between the meanings assigned in this Contract and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law shall prevail.

5.12.1.1.1. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

5.12.1.1.2. "Covered Entity" means a health plan, a health care clearinghouse or healthcare provider.

5.12.1.1.3. "Business Associate" means a person or entity that, on behalf of the Covered Entity, performs or assists in the performance of a function or activity that involves the use or disclosure of "Protected Health Information." (45 CFR 164.501).

5.12.1.1.4. PHI means information received from or on behalf of a Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

5.12.1.2. ODH acknowledges that LHD, for MAC purposes, is a covered entity and as such is subject to HIPAA. LHD further acknowledges that ODH is a Business Associate of LHD, and in carrying out the work described in this Contract, ODH agrees to comply with all the following provisions:

5.12.1.2.1. **Permitted Uses and Disclosures.** ODH shall not use or disclose PHI except as provided in this Contract or as otherwise required under HIPAA regulations or other applicable law.

5.12.1.2.2. **Safeguards.** ODH shall use appropriate safeguards to protect against use or disclosure not provided in this Contract.

5.12.1.2.3. **Reporting of Disclosures.** ODH shall promptly report to LHD any knowledge of uses or disclosures of PHI that are not in accordance with this Contract or applicable law. In addition, ODH shall mitigate any adverse effects of such a breach of confidentiality to the greatest extent possible.

5.12.1.2.4. **Agents and Subcontractors.** ODH shall ensure that all its agents and subcontractors that receive PHI from or on behalf of ODH or LHD agree to the same restrictions and conditions that apply to ODH with respect to the use or disclosure of PHI.

5.12.1.2.5. **Accessibility of Information.** ODH shall make available to LHD and ODM such information as LHD or ODM may require to fulfill its obligations to provide access to, provide a copy of, and account for, disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Service, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

5.12.1.2.6. **Amendment of Information.** ODH shall make PHI available to LHD and ODM so that LHD and ODM may fulfill their obligations pursuant to HIPAA to amend the information. As directed by LHD, ODH shall also incorporate any amendments into the information held by ODH and shall ensure incorporation of any such amendments into information held by ODH agents or subcontractors.

5.12.1.2.7. **Disclosure.** ODH shall make available to LHD, ODM, and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books and records related to the use and disclosure of PHI received from LHD or ODM, or created or received by ODH on behalf of LHD. Such access is for the purpose of determining LHD compliance with HIPAA,

regulations promulgated by the United States Department of Health and Human Services and any amendment thereto.

5.12.1.2.8. Material Breach. In the event of material breach of ODH obligations under this Article, LHD may immediately terminate this Contract. Termination of this Contract shall not affect any provision of this Contract which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

5.12.1.2.9. Return or Destruction of Information. Upon termination of this Contract and at the request of LHD, ODH shall return to LHD or destroy all PHI in ODH's possession stemming from this Contract and shall not keep copies of the PHI except as requested by LHD or required by law. If ODH, its agent(s) or subcontractor(s) destroy any PHI, then ODH will provide to LHD documentation evidencing such destruction. Any PHI retained by ODH shall continue to be extended the same protections set forth in this Section and HIPAA regulations for as long as it is maintained.

5.13. Assignment. LHD will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by ODH.

5.14. Drug Free Workplace. LHD shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. LHD shall make a good faith effort to ensure that all employees of LHD 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.

5.15. Good Standing.

5.15.1. LHD affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under ORC 9.24 or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. LHD further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to ORC 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 CFR 180.110. LHD agrees that if this representation and warranty is deemed false, the Contract will be void *ab initio* as between the Parties to this Contract, 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.

5.15.2. LHD certifies that LHD is not federally debarred from participating in government contracts funded by federal money as described in 2 CFR 180.220. If at any time during the contractual period LHD is federally debarred from participating in government contracts funded by federal money, for whatever reason, LHD shall immediately notify ODH of the debarment.

5.15.3. LHD certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period LHD becomes disqualified from conducting business in Ohio, for whatever reason, LHD shall immediately notify ODH of the disqualification.

5.16. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Contract 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 Contract, without the necessity for executing written amendments. Any written amendments to this Contract shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.

5.17. Limitation of Liability. LHD agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Contract, and nothing in this Contract 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 Contract, and nothing in this Contract shall be interpreted or construed to place any such responsibility on LHD. 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 Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

5.18. Insurance. LHD 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 Contract will be performed. LHD may be required to show proof of insurance upon request by ODH. LHD also will provide for its employees performing work under this Contract 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, LHD 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 Contract, provided that LHD is one of the following:

- 5.18.1. A "state institution of higher education" as defined in ORC 3345.12(A)(1), a community college established under ORC Chapter 3354, a state community college established under ORC Chapter 3358, a university branch established under ORC Chapter 3355, or technical college established under ORC Chapter 3357;
- 5.18.2. 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
- 5.18.3. 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.

5.19. Intellectual Property. LHD must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements."

5.20. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the terms and conditions set forth in this Contract.

5.21. Survival. Except as expressly stated otherwise in this Contract, all sections intended to survive, including but not limited to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, and limitations on damages shall survive the termination or expiration of this Contract.

5.22. Notices.

- 5.22.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 5.22.2. 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 Contract Manager" or "LHD 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.
- 5.22.3. 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.

5.23. Construction. This Contract 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 Contract. If any portion of this Contract is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Contract.

Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.

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

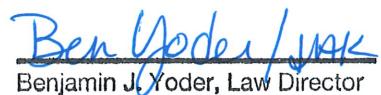
12/14/23
Date


Jacqueline L. Carter, Health Commissioner
Officer or Authorized Representative and Title
Local Health Department

Date

Bruce Vanderhoff, MD, MBA, Director
Ohio Department of Health

Approved as to form:


Benjamin J. Yoder, Law Director

City of Middletown Board of Health Members 2024

Name, Address, Email	Board Position	Telephone	Term Begins	Term Expires (5 years from term start date)
Elizabeth Slamka 1518 Central Ave. #1 Middletown, OH 45044 elizabeths@cityofmiddletown.org	President (<i>Mayor, City Council, Finance Committee, Personnel Committee</i>)	C-513.505.6600 W-513.425.7831	01/24	DNE
Joseph Richmond 104 Kensington St Middletown, OH 45044 Richmoj17@gmail.com *First Term	Member (<i>Finance Committee</i>)	C-513.464.8545	01/23	12/31/2027
Amy Sibcy 4343 S Dixie Hwy Franklin, OH 45005 Powerstationgym4343@gmail.com *First Term	Member (<i>Finance Committee</i>)	C-513.582.8142 W-513.425.8100	01/23	12/31/2027
Sally Kash, MS, RN 5151 Renaissance Park Dr Franklin, OH 45005 skash@cinci.rr.com *First Term	Member (<i>Finance Committee</i>)	C-513.465.5573 H-513.422.8228	05/21	12/31/2024
Dr. Scott Zollett, MD 406 Curryer Rd Middletown, OH 45042 szollett@gmail.com *First Term	Member (<i>Personnel Committee</i>)	C-513.594.4471	01/23	12/31/2027
Ruth L. Lollie 14 Ardmore Dr Middletown, OH 45042 Ruthlollie07@gmail.com *First Term	Member (<i>Personnel Committee</i>)	C-513-292-8585	01/21	12/31/2025
Jeff Bonnell 637 Tara Oaks Dr. Middletown, OH 45042 jeff.bonnell@sbcglobal.net *Third Term	Member (<i>Personnel Committee</i>)	W-513.423.9443 C-513.464.0877 H-513.464.0877	01/22	12/31/2026
Emily Miller 4527 Moore Rd. Middletown, OH 45042 eemiller1287@gmail.com *First Term	Member (<i>Personnel Committee</i>)	C-513.435.3635	1/24	12/31/2028

- Board members serve a 5-year term that begins January 1.
- The President of the Board's term does not expire and is held by the current Mayor
- The Health Commissioner is the Board Secretary
- Quorum is 2/3rds
- (Charter-Article V, Section 1. Board of Health shall be composed of seven members appointed by Council)
- Board meets the 2nd Tuesday of each month at 7:30 a.m.

City of Middletown Board of Health Board of Health Committees

2023

Finance Committee

Mayor, President
Amy Sibcy
Sally Kash
Joseph Richmond

Personnel Committee

Mayor, President
Dr. Scott Zollett
Jeffrey Bonnell
Ruth Lolli
Emily Miller

CITY OF MIDDLETOWN HEALTH DEPARTMENT

2023 Activity Quarterly Report- Fourth Quarter

Environmental Quarterly Totals	October	November	December	YTD Total
Food Service Operations/Vending Inspections	59	32	52	489
Retail Food Establishments Inspections	17	16	9	187
Mobile FSO/RFE	2	1	1	18
Prelicense/Consultations	14	12	6	104
Inspection of Temporaries	21	2	0	72
Environmental School Inspections	10	4	0	40
Smoking Inspections	1	0	0	4
Swimming Pools Inspections	4	0	0	121
Tattoo Establishment Inspections	5	1	1	9
Animal Bites	14	5	5	114
Complaints	0	2	5	53
Level 1 Food Certification Training	0	0	0	5
Sewage Inspections	1	0	0	9

Vital Statistics Quarterly Totals	October	November	December	YTD Total
Birth Certificates Issued	292	308	244	3979
Death Certificates Issued	355	365	339	3917
Birth Certificates Filed	60	74	74	862
Death Certificates Filed	93	111	84	1035
Indigent Cremations	4	3	0	34
Accidents				
Drug Overdoses	6	4	1	29
Falls	1	0	0	8
Exposure to Elements	0	0	0	2
House Fire	0	0	0	1
Motor Vehicle Accidents	0	0	2	7
Undetermined	0	0	0	0
Suicide	0	0	1	8
Homicide	0	0	0	4
COVID-19 Related Deaths	0	0	2	5
6 Pending Death Certificates				



City of Middletown Health Department
Middletown, Ohio

Meetings/Conference Calls

Health Commissioner & Environmental Health Director:

- ODH Conference Call
- Harm Reduction Meeting
- Southwest Ohio Health Commissioner Meeting
- Southwest Executive Steering Committee Meeting
- Emergency Preparedness Meeting
- Suicide Prevention
- Unhoused/Homeless Meeting
- AOHC Conference Calls

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
- Central Connections/Senior Citizen’s Center

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	343	887	1896
Atypical Mycobacteria	0	0	0	0	0
Bacteremia S. Pneumoniae	0	0	0	0	0
Brucellosis	0	0	0	1	1
Streptococcal-Group A-invasive	0	5	3	1	9
Streptococcus pneumoniae-Invasive	2	3	1	4	10
Campylobacter	0	2	4	2	8
Cryptosporidiosis	0	0	2	0	2
E Coli 0157 H7	1	0	1	2	4
Ehrlichiosis	0	0	0	0	0
Salmonella	1	0	0	0	1
Shigella	0	0	1	0	1
Coccidioidomycosis	0	1	0	0	1
Hepatitis A	1	0	1	0	2
Hepatitis B	7	7	8	11	33
Hepatitis C	25	23	16	19	83
Meningitis Bacterial	0	0	0	0	0
Meningitis Viral	0	2	0	1	3
Haemophilus Influenza (invasive disease)	1	1	0	1	3
Influenza-associated hospitalization	2	0	0	4	6
Varicella	0	0	4	0	4
Mumps	0	0	0	0	0
Malaria	0	0	1	0	1
Tuberculosis	0	0	0	0	0
Lyme Disease	0	0	0	0	0
Q Fever	0	0	0	1	1
Pertussis	0	0	0	5	5
CPO	0	0	0	1	1
CP Carbapenem-Resistant	1	8	4	0	13
Enterobacteriaceae					
Legionellosis-Legionnaires' Disease	0	0	1	0	1
Giardiasis	0	0	1	0	1
HIV	2	3	0	2	7
STD's (Sexually Transmitted Diseases):					
Chlamydia	65	71	77	62	275
Gonococcal Infection	14	28	34	30	106
Syphilis	3	3	4	2	12

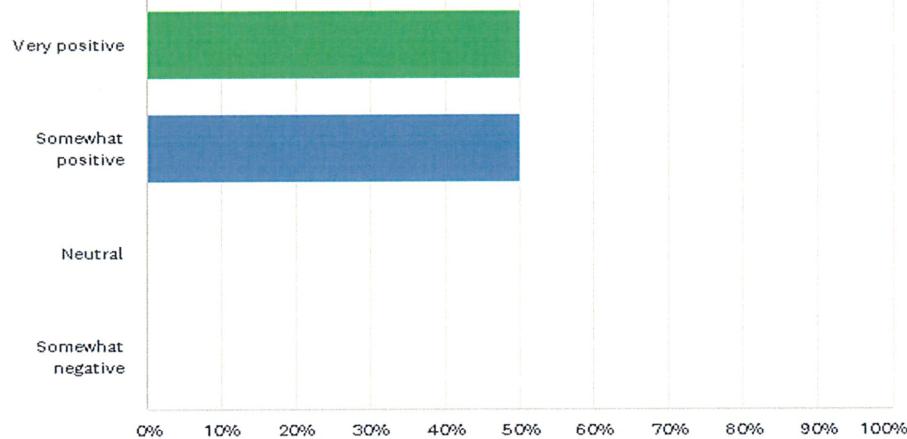
2023 4th Quarter Customer Satisfaction Survey Results

Q1

 Show Benchmark ▾ Customize Save as ▾

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

Answered: 2 Skipped: 0

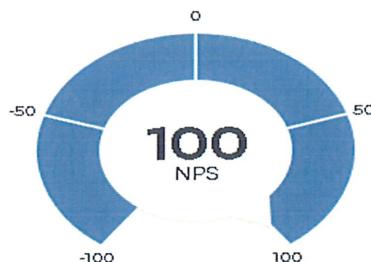


Q2

 Show Benchmark ▾ Customize Save as ▾

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

Answered: 2 Skipped: 0

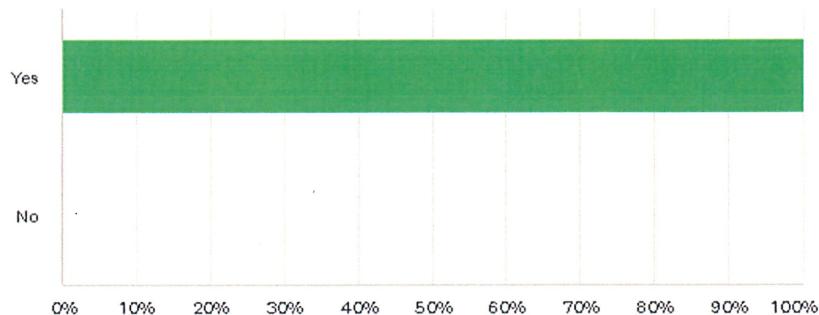


DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
0 0	0 0	100% 2	100

Q3
 [Customize](#) [Save as ▾](#)

Are our hours of operation sufficient to meet your needs?

Answered: 2 Skipped: 0

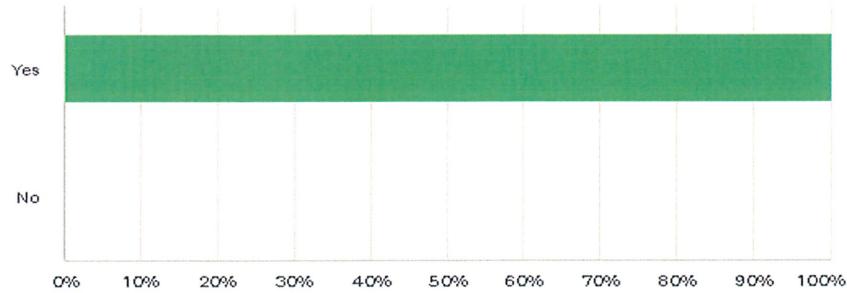


ANSWER CHOICES	▼	RESPONSES	▼
▼ Yes		100.00%	2
▼ No		0.00%	0
TOTAL			2

Q4
 [Customize](#) [Save as ▾](#)

The wait time for service was reasonable.

Answered: 2 Skipped: 0



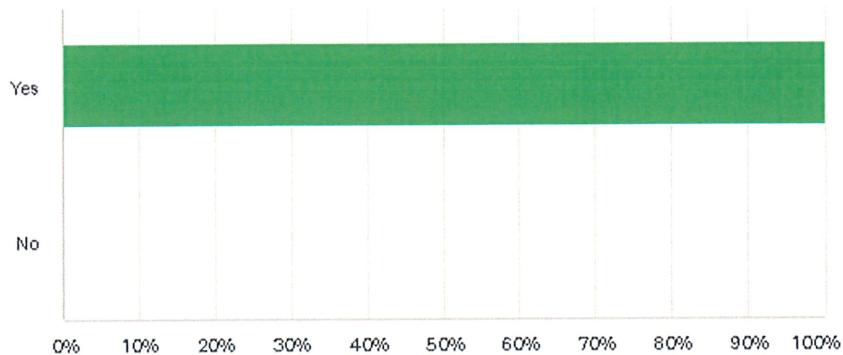
ANSWER CHOICES	▼	RESPONSES	▼
▼ Yes		100.00%	2
▼ No		0.00%	0
TOTAL			2

Q5

 [Customize](#) [Save as ▾](#)

The staff was friendly and courteous.

Answered: 2 Skipped: 0



ANSWER CHOICES	▼	RESPONSES	▼
▼ Yes		100.00%	2
▼ No		0.00%	0
TOTAL			2



CITY OF MIDDLETOWN HEALTH DEPARTMENT

2022 Activity Quarterly Report- Fourth Quarter

Environmental Quarterly Totals	October	November	December	YTD Total
Food Service Operations/Vending Inspections	44	35	50	473
Retail Food Establishments Inspections	25	18	11	169
Mobile FSO/RFE	0	1	0	17
Prelicense/Consultations	5	3	2	31
Inspection of Temporaries	0	1	0	40
Environmental School Inspections	9	8	3	42
Smoking Inspections	0	0	1	8
Swimming Pools Inspections	0	6	8	104
Tattoo Establishment Inspections	1	2	2	7
Animal Bites	8	11	3	97
Complaints	7	3	7	49
Level 1 Food Certification Training	0	0	0	0
Temporary Parks/Park Camp Inspections	0	0	0	4
Sewage Inspections	1	0	1	41
Public Records Requests	1	0	0	4

Vital Statistics Quarterly Totals	October	November	December	YTD Total
Birth Certificates Issued	358	343	273	4594
Death Certificates Issued	332	273	435	4310
Birth Certificates Filed	69	72	88	916
Death Certificates Filed	84	100	125	1187
Indigent Cremations	2	3	5	33
Accidents				
Drug Overdoses	6	5	3	51
Falls	0	1	0	4
Choking	0	0	0	0
House Fire	0	0	0	0
Motor Vehicle Accidents	0	0	0	3
Undetermined	0	0	0	0
Suicide	0	0	0	5
Homicide	0	0	0	0
COVID-19 Related Deaths	1	1	1	36
8 Pending Death Certificates				



CITY OF MIDDLETOWN HEALTH DEPARTMENT

REPORTABLE COMMUNICABLE DISEASES – 2022

DISEASE	1 ST QTR	2 ND QTR	3 RD QTR	4 TH QTR	YTD
COVID-19	3463	624	1660	892	6639
MIS-C associated with COVID-19	0	0	0	1	1
Candida auris	0	0	0	2	2
Atypical Mycobacteria	0	0	0	0	0
Bacteremia S. Pneumoniae	0	0	0	0	0
Streptococcal-Group A-invasive	3	1	2	1	7
Streptococcus pneumoniae-Invasive	3	3	1	4	11
Campylobacter	4	1	1	0	6
Cryptosporidiosis	0	0	0	0	0
E Coli 0157 H7	0	0	0	0	0
Botulism	0	0	1	0	1
Salmonella	1	1	1	0	3
Shigella	0	1	0	0	1
Yersinia Enterocol	0	0	0	0	0
Hepatitis A	0	1	0	0	1
Hepatitis B	6	7	4	5	22
Hepatitis C	33	28	30	16	107
Meningitis Bacterial	0	2	0	0	2
Meningitis Viral	0	1	0	1	2
Haemophilus Influenza (invasive disease)	0	1	0	2	3
Influenza-associated hospitalization	4	6	0	49	59
Varicella	1	1	0	1	3
Mumps	0	0	0	0	0
Tuberculosis	0	0	0	0	0
Lyme Disease	0	0	0	0	0
Pertussis	0	1	0	1	2
CP Carbenapenem-Resistant Enterobacteriaceae	0	1	1	0	2
Legionellosis-Legionnaires' Disease	0	1	0	0	1
Giardiasis	1	1	0	0	2
HIV	4	2	2	3	11
STI's (Sexually Transmitted Infections):					
Chlamydia	90	113	65	65	333
Gonococcal Infection	48	57	34	17	156
Syphilis	1	1	2	1	5

Health Commissioner Notes

December 2023

T21 Update:

- Setting up meeting with CM re: capping

Grant OHIZ/Middletown Connect

- Met with Ambassadors of Phase I
- Communities very same yet very different
- Community involvement continues
- Beginning Phase II-Amanda and Wildwood Areas in January

BC Housing Meetings Continue

- Butler County Continuum of Care Program Initiative
- 12/12 Met with Tami Ecton- Serve City, Commissioner Carpenter, Dr Rasmus, Dr. Moss and other Housing representatives
- Will add sub-committee for the PIC try to get a better picture of the # of unhoused
- Find out what is the scope of Hope House
- Next meeting January 9th-1p
- PIT Count 1/23/2024-Homeless Count

BC Cares

- Continue to meet every Wednesday at 1p to discuss community issues-Eclipse planning, homelessness, grants, CHA, staffing, events, hospitality, economy, Marijuana legalities.

One Ohio Opiate

- Met 1/4/24
- RFP completion
- Press Conference tba

PHAB

- Working on the CHIP
- Annual Report approved

Internal/External Meetings and Tasks

City of Middletown

- Continue to Meet w/ CM and assistant CM's

- Weekly Sr. Staff Meetings
 - CM requested four goals from each department SMART
- YWCA Board Meeting
- CenterPoint program committee
- BC Board of Development and Disabilities
- Swearing in New Council
- Middletown Connect

Senior Citizen Update

- No update at this time
- No longer participating in meetings



Butler County Monthly Communicable Disease Surveillance Report

December of 2023

Leah Elliott, MPH

ElliottL@butlercountyohio.org

Notifiable Communicable Diseases

Summary:

- Number of Disease Cases Reported in Butler County: 2,637
- Most Frequently Reported: COVID-19, Chlamydia, Gonococcal infection, Influenza-associated hospitalizations, and Hepatitis C.

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

	Reported Cases	Rate per 100,000	Rate Ratio	Confidence Interval
State of Ohio (excluding BC)	65,352	578.4	-	-
Butler County	2,515	644.3	1.114	1.07-1.16

Interpretation: The residents of Butler County were 11.4 times more likely to be the subject of a notifiable disease report when compared to the rest of Ohio as a whole. These results are statistically significant. (excluding Chlamydia infection and Gonorrhea)

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

Jurisdiction	Count	Rate per 100,000	Change from Previous Month
Butler County General Health District	1,633	591.7	↑91.9% from November 2023 (n=851)
Middletown City Health Department	476	933.8	↑54.5% from November 2023 (n=308)
City of Hamilton Health Department	528	832.8	↑68.7% from November 2023 (n=313)
Butler County (all inclusive)	2,637	675.5	↑79.1% from November 2023 (n=1,472)

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

Reportable Disease Subgroup	Count	Trend
Viral Hepatitis (B and C)	36	↑2.9% from November 2023 (n=35)
Sexually-Transmitted Infections (Chlamydia infection, Gonorrhea, Syphilis and HIV)	125	↑5.9% from November 2023 (n=118)
Enteric Diseases (Hepatitis A, Amebiasis, Campylobacteriosis, Cryptosporidiosis, Cyclosporiasis, STEC, Giardiasis, Salmonellosis, Shigellosis, Vibriosis and Yersiniosis)	13	↑30.0% from November 2023 (n=10)
Vaccine-Preventable Diseases (COVID-19, influenza-associated hospitalizations, <i>Haemophilus influenzae</i> , Bacterial meningitis, Mumps, Pertussis, invasive <i>Streptococcus pneumoniae</i> , Tetanus, and Varicella)	2,446	↑89.0% from November 2023 (n=1,294)

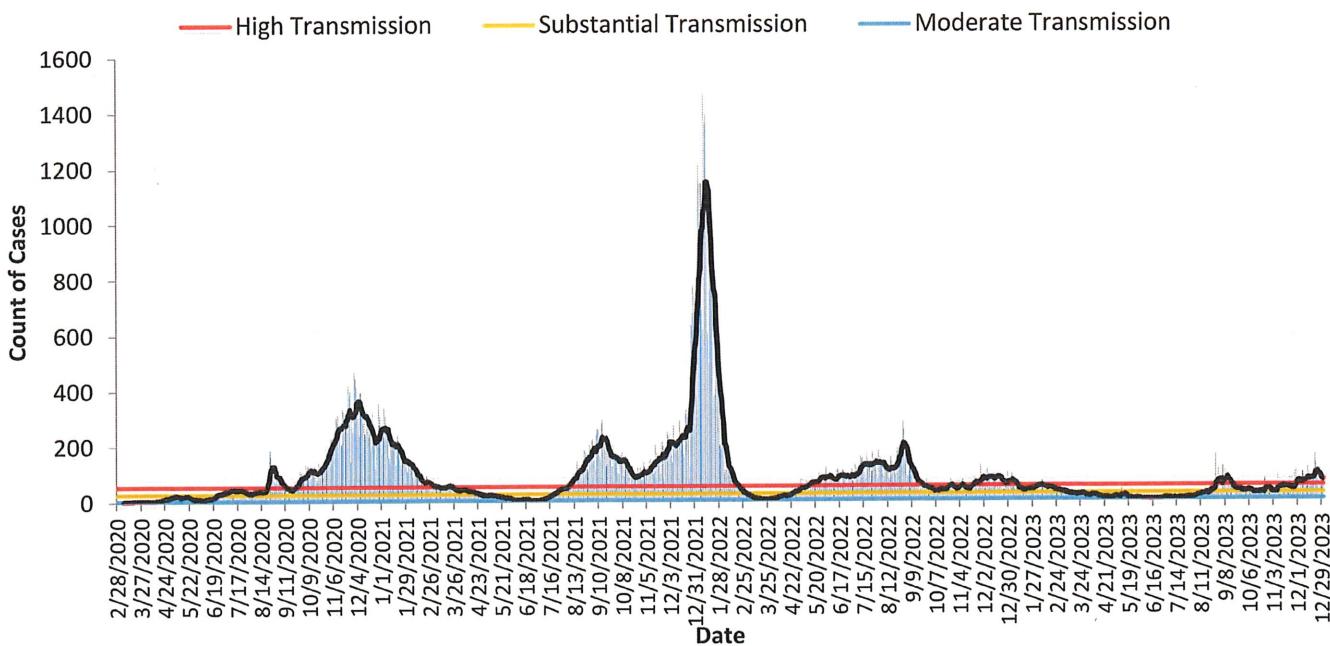
*Data is provisional and subject to change – Table 1 does not include gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika 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 December 1 -31, 2023 unless otherwise noted. Table 6 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 1/4/2024.

Table 4.* Diseases Reported in Butler County (December 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	4	0	2	6
Chlamydia infection	45	24	15	84
COVID-19	1,496	425	481	2,402
CPO	2	1	0	3
Cryptosporidiosis	0	0	1	1
Dengue	0	0	1	1
E. Coli, Shiga Toxin-Producing	1	0	0	1
Giardiasis	2	0	0	2
Gonococcal infection	17	10	11	38
Haemophilus influenzae - invasive	1	0	0	1
Hepatitis A	1	0	0	1
Hepatitis B	8	2	2	12
Hepatitis C	12	7	5	24
HIV	1	0	1	2
Influenza-associated hospitalization	24	4	3	31
Lyme Disease	3	0	0	3
Malaria	0	0	1	1
Meningitis - aseptic/viral	1	0	0	1
Pertussis	0	3	0	3
Salmonellosis	2	0	0	2
Streptococcal - Group A -invasive	3	1	1	5
Streptococcus pneumoniae - invasive	4	0	2	6
Syphilis	0	1	0	1
Varicella	2	0	0	2
Total	1,633	476	528	2,637

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 December 1 - 31, 2023 unless otherwise noted. Table 6 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 1/4/2024.

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 2018 through 2022 and provides a 5-year average column for comparison. Graph includes those diseases that represent a consistent threat to public health.

Table 6.* Reported Probable/Confirmed Cases in Butler County (2018–2023)

	2018	2019	2020	2021	2022	5 Year Avg.	Up to 12/31/2023
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	-	36
Campylobacteriosis	33	45	30	35	48	38.2	49
Chlamydia infection	1,592	1,631	1,512	1,406	1,359	1,500	1,317
COVID-19 (not reportable prior to 2020)	-	-	26,420	39,521	49323	38,421.33	12,191
CPO (replaces CP-CRE) (not reportable prior to 2019)	-	4	10	11	12	9.25	93
Creutzfeldt-Jakob Disease	1	2	0	1	1	1	0
Cryptosporidiosis	6	4	6	5	7	5.6	7
Cyclosporiasis	4	2	0	0	1	1.4	3
Dengue	0	1	0	1	1	0.6	0
E. coli, Shiga-Toxin Producing	14	11	14	15	17	14.2	17
Ehrlichiosis-Ehrlichia chaffeensis	0	0	1	1	1	<1	0
Giardiasis	12	12	4	14	7	9.8	13
Gonococcal Infection	668	732	651	480	473	600.8	411
Haemophilus influenzae (invasive disease)	17	10	7	6	11	10.2	18
Hemolytic uremic syndrome	0	0	0	1	0	<1	1
Hepatitis A	304	104	2	1	0	82.2	2
Hepatitis B - acute/chronic/perinatal	166	109	67	85	78	101	83
Hepatitis C – acute/chronic/perinatal	750	552	486	434	390	522.4	289
HIV	43	24	17	58	38	36	35
Influenza-associated Hospitalization	479	325	266	18	306	278.8	70
Legionellosis – Legionnaires' Disease	16	17	10	9	15	13.4	12
Hansen's disease	0	0	0	0	1	<1	0
Listeriosis	1	0	0	0	1	<1	1
Lyme Disease	4	3	2	0	2	2.2	2
Malaria	2	2	2	1	3	2	4
Meningitis – aseptic/viral	16	25	9	14	10	14.8	10
Meningitis – bacterial (not N. meningitidis)	3	4	3	3	11	4.8	10
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	5
Salmonellosis	32	32	20	26	34	28.8	54
Salmonalla Paratyphi	0	0	0	0	0	0	1
Salmonella Typhi (Typhoid Fever)	0	0	0	2	0	<1	1
Shigellosis	45	7	8	3	6	13.8	7
Spotted Fever Rickettsiosis (including RMSF)	0	0	2	0	1	<1	0
Streptococcal – Group A – invasive	23	24	27	24	34	26.4	39
Streptococcal – Group B – in newborn	3	0	1	0	1	1	1
Streptococcus pneumoniae – Invasive	54	59	31	33	40	43.4	43
Syphilis (all stages)	47	11	17	23	45	28.6	67
Tuberculosis (active)	2	8	6	7	8	6.2	7
Varicella	13	14	1	5	8	8.2	19
Vibriosis (not Cholera)	2	1	0	2	2	1.4	3
West Nile Virus Disease	0	0	0	0	0	<1	1
Yersiniosis	0	1	0	1	2	<1	4

*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 December 1 -31, 2023 unless otherwise noted. Table 6 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 1/4/2024.

City of Middletown Health Department

December 2023

Vital Statistics	MONTHLY	YTD	Environmental Inspections	MONTHLY	YTD
Birth Certificates Filed	74	862	Food Service Operations(FSO)	45	476
Death Certificates Filed	84	1035	Retail Food Establishments(RFE)	9	187
Birth Certificates Issued	244	3979	Prelicense/Consultations	6	104
Death Certificates Issued	339	3917	Sewage Inspections	0	9
Indigent Cremation Services	0	34	School Inspections	0	40
			Vending Locations	7	22
			Temporary FSO/RFE	0	72
			Mobile FSO/RFE	1	18
Deaths Filed			Complaints	5	53
Accidental			Smoking Complaint Inspections	0	4
Drug Overdose	1	29	Swimming Pools	0	121
Falls	0	8	Tattoo	1	9
Motor Vehicle	2	7	Temp Park/Park Camp	0	6
Exposure to Elements	0	2	Jail Inspection	0	1
Choking	0	0	Site Visit (Septic)	0	0
Fire	0	1	Well Inspection	0	0
Homicide	0	4			
Suicide	1	8			
COVID-19 Related Deaths	2	5			
Could Not Be Determined	0	0			
Pending Investigation	6	6			

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

Level 1 Certification Training

		Animal Bite Events	
Number of Attendees	0	6	Dog
			Cat
			Bat
			Raccoon-Animal Exposure



Smoking Complaint Spreadsheet For December 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									
2									
3									

Notes:

No new smoking complaints to report for December.

Billy T's owes \$1200 in fines, unpaid.

Buster's Bar owes \$200 in fines, unpaid. This facility is closed for business and is for sale.

PHAB Annual Report

Submission Summary

Documentation Review Feedback
Health Department: City of Middletown Health Department
Reaccreditation Measure: 1.I.I A
Month Review Completed: January 2024

Documentation Form Recommendation:	
This Documentation Form could be used for reaccreditation	
This Documentation Form should consider this feedback and suggestions before submission	The page numbers on the Documentation Form are not the final PDF page numbers. For required element c, the Documentation Form should include where primary and secondary data is within the CHA as well.

Summary Comment
<p>RD1 (1 community health assessment): The document provided is the 2023 Butler County and the Cities of Hamilton and Middletown Community Health Assessment. The cover of the document features the logos of all three health departments and is dated July 2023.</p> <p>a. The CHA provides a list of stakeholders that participated in the process. The list shows a Core Group of representatives from the three departments, and an Advisory Committee of community partners.</p> <ul style="list-style-type: none">i. Listed among the Advisory Committee members are representatives from community foundations, health care, law enforcement, local government, mental health, library, fire, education, and community organizations.ii. Numerous partners are also highlighted on the list of Advisory Committee members as representing populations who are disproportionately affected by conditions that contribute to poorer health outcomes. <p>b. The Mobilizing for Action through Planning and Partnerships (MAPP) process was utilized to develop the CHA. A set of meeting minutes from a CHA steering committee meeting are included with the CHA which shows information on the six phases of the MAPP process were shared with partners. While the CHA established the use of the MAPP process, it does not describe how partners were engaged throughout the process or describe what the partners' roles were in developing the CHA.</p>

- c. The CHA compiles a variety of data sources to provide information on each of Butler County, the City of Hamilton, and the City of Middletown.
 - i. Primary data for the CHA was collected through a community health survey, asset mapping, focus groups, and the local public health system assessment. The results of each method of data collection are included as appendices to the CHA.
 - ii. Numerous secondary sources are cited in the CHA including the Ohio Department of Health, CDC, Census Bureau, Ohio Department of Public Safety, Ohio Mental Health and Addiction Services, HRSA, and Robert Wood Johnson Foundation.
- d. A chapter on demographics and the social determinants of health is included in the CHA.
 - i. Tables showing the percentage of each of the three jurisdictions by race and ethnicity are included, as well as maps that show the African American and Hispanic populations by Census Block Group.
 - ii. A table on the percentage of limited English-speaking households by language is also included. The languages spoken are listed as English, Spanish, other Indo-European languages, Asian and Pacific Island languages, and other, **but the actual languages spoken for the Indo-European, Asian, Pacific Island, and other languages are not included.**
 - iii. Various other pieces of demographic information are included in the chapter such as age, household type, disability status, income, employment, and education.
- e.
 - i. The Documentation Form highlights results of the community survey completed for the CHA which shows information on health status for physical, mental, and dental health **but does not describe disparities in these health statuses.** A chart on the top three leading causes of death is also indicated in the CHA, which shows differences between the leading causes of death by gender, race, age, and education. Clear differences are visible between groups, **though a specific disparity is not indicated.**
 - ii. Data from the community survey on perceptions of health behaviors is highlighted that shows differences in perceptions by gender, race, age, and income. **However, shows differences in perception rather than the behaviors themselves.**
- f. The impact of the social determinants of health and environmental factors on certain populations that contribute to disparities in those populations is described in the CHA. **Inequities in those factors are not described, and neither is how those factors contribute to the specific health challenge identified in required element e.**
- g. The results of the asset mapping conducted as part of the CHA are included as an appendix and provide a description of the community assets and resources that can be mobilized to address health challenges. The asset mapping identified resources related to housing, infrastructure, emergency services, health care, education and child resources, recreation and entertainment, food, business, industry, religious establishments, and other unique assets and strengths.

Recommendation	
	This example could be used for reaccreditation
X	This example should consider the feedback and revise before reaccreditation submission
	This example should be reconsidered

Considerations	
	In future iterations of the CHA the department may consider expanding membership of the Core Group of CHA Stakeholders beyond public health representatives, such as other organizations that are required to develop a CHA, community members, or organizations or representatives of historically excluded or marginalized groups.
	The documentation indicated that multiple partners that represent populations who are affected by conditions that contribute to poorer health outcomes were included in the Advisory Committee of CHA Stakeholders. The department is encouraged to continue these efforts to include representatives from additional populations and community members, and to explore how the department may promote or address barriers to community members participating in the Advisory Committee.
	For required element c, the Documentation Form should include where primary and secondary data is found within the CHA as well.
	For required elements e, the intent is to demonstrate that specific health challenges were identified from the data gathered for the CHA, and among those challenges to highlight specific populations that are experiencing disparities. From there, required element f is asking for a description of how inequities in the social determinants of health or built environment contribute to the specific disparities in health challenges that were identified in e. The documentation and documentation form should show a clear connection between the health challenge, the population experiencing the health challenge, what social determinants of health or built environment contribute to that health challenge, and how the population experiencing the health challenge also experience inequities in those social determinants of health or built environment.
	The department could consider how the work with the partners on the CHA might apply to measures 4.1.1 A, 4.1.2 A, and 4.1.3 A.

Additional Comments	
	The health department is no longer required to continue reporting on measures 7.1.2 and 12.3.2.
	As the health department maintains accreditation, encourage staff to review the Reaccreditation Journey in the Learning Center. If you'd like more staff to have access to the Learning Center, please reach out to EducationServices@phaboard.org .

- o For example, within the Reaccreditation Journey, a *reaccreditation documentation spreadsheet tracker* may be a resource the department uses while planning.
- o For reaccreditation process or measure interpretation questions, please email askPHAB@phaboard.org

Other reaccreditation resources that may be helpful:

- o [Version 2022 Reaccreditation Measure FAQ](#) (new!)
- o [Reaccreditation Version 2022 Crosswalk](#)
- o [PHAB Glossary of Terms](#)
- o [PHAB IDEA Glossary of Terms](#)

The department may be interested in attending (virtual options available) the upcoming Public Health Improvement Training: [Public Health Improvement Training \(PHIT\) – NNPHI](#)

Thank you for all your hard work serving the population and communities of the City of Middletown.

2024 PIT COUNT

JANUARY 23, 2024 INTO JANUARY 24, 2024

Meeting Place: 2052 Princeton Road, Hamilton, OH 45011

New Training: 1/23/2024 @ 7:30 PM

Meet Time: 7:45 PM

Start Time: 8:00 PM

Goal End Time: 1:00 AM

Counting Us App., will be used for the count. If anyone would like to set up an account to assist your team please go to <https://countingus/> and the set up key is OHBOS2024. If you know of an area that needs added please drop a pin on the app so we can ensure that no camp goes uncounted.

I am looking for teams of four together for the night of count, which will allow each team to cover a quadrant of the county. There are two to three shelters that are not in the HMIS system that will be covered this year also instead of trying to gather the data the day after. I am also looking for one or two volunteers to start reaching out to local schools to see if we can gather data on homeless teens in the area and or families living in a hotels.

Blessing bag donations are greatly appreciated.

Contact

Alexis McKee: amckee@communityhealthalliance.com

Cell: (513)883-4181

ALERT: RECENT SPIKE IN FATAL OVERDOSES 10 DEATHS

WHEN:

TUESDAY, DECEMBER 12 – THURSDAY, DECEMBER 27, 2023

WHERE:

Hamilton and Middletown

WHAT:

Opiods and Meth were involved. Possibly stronger batches and higher amounts used.

Holidays can be hard.

Please call the Butler County Crisis Line if you need to talk 1-844-4CRISIS (1-844-427-4747)

LET'S HELP EACH OTHER KEEP SAFE AND STAY ALIVE!

FENT-IN-ALL Suspect that fentanyl is all drugs. Use fentanyl test strips on all drugs.	CARRY NARCAN Available at multiple outreach sites and through the Health Department
GO SLOW Use a small amount to test for strength	NEVER USE ALONE Thank you to those who help others survive!
XYLAZINE (TRANQ) Can be in all drugs and will cause severe sedation and increase chance of overdose	CALL 911 Help by calling right away – narcan may not be enough.



Information regarding this spike was provided by the Butler County Department of Health and the Butler County Coroner.



December 29, 2023

FOR IMMEDIATE RELEASE

Contact: Office of Communications 614-644-8562

First Pediatric Flu Death of Season Reported in Ohio

COLUMBUS – The Ohio Department of Health (ODH) today is reporting the state's first flu-associated pediatric death of the 2023-24 flu season, a 9-year-old girl from Clermont County. Clermont County Public Health is investigating the death.

Flu activity usually peaks between December and February. In Ohio, flu activity has been increasing since early December and current activity is high. Since the start of the season, over 900 influenza-associated hospitalizations have been reported in Ohio, which is below the five-year average for this time in the season.

Ohio generally reports between one and six influenza-associated pediatric deaths each year.

"If you haven't gotten a flu vaccine, now is a good time," said ODH Director Bruce Vanderhoff, M.D., MBA. "We are in the heart of flu season, and a vaccine may help prevent you or your loved ones from contracting a serious case of the disease."

Flu vaccines are available at most healthcare providers' offices, local health departments and retail pharmacies.

Other effective ways to avoid getting or spreading the flu include: washing hands frequently or using alcohol-based hand sanitizer; covering coughs and sneezes with tissues or coughing or sneezing into elbows; avoiding touching eyes, nose and mouth; and staying home when sick.

More information about flu and flu activity in Ohio is available at www.flu.ohio.gov.

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About the Ohio Department of Health

The Ohio Department of Health's mission is advancing the health and well-being of all Ohioans. ODH is transforming the state's public health system through unique partnerships and funding streams; addressing the community conditions and inequities that lead to disparities in health outcomes; and implementing data-driven, evidence-based solutions.

Reported cases of pediatric pneumonia soaring in Warren County

PUBLIC HE

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BY DANIEL SUSCO - STAFF WRITER

The Warren County Health District has announced that it has recorded an "extremely high number" of pediatric pneumonia cases, enough for it to be called an outbreak.

Since August, the district said that they have received reports of 145 cases of pneumonia in children between the ages of 3 and 14. There have been no reported deaths, they added.

The average age of the children affected is around 8 years old, and the cases span multiple school districts. Most common symptoms, according to a parent questionnaire, include cough, fever and fatigue.

The district said that this is a large increase in the number of typical pneumonia cases, though the severity of the cases is similar to previous years.

Most children recover at home with treatment by antibiotics.

They added that the increase is not suspected of being a new respiratory virus. They said that they are investigating possible linkages and risk factors, but there isn't any evidence that this outbreak is connected to any other outbreaks.

Among the pathogens found in the children are *Mycoplasma pneumoniae*, *Streptococcus pneumoniae* and *Adenovirus*.

The health district said that it isn't uncommon for respiratory illnesses to spread in the community at this time of year, and this information is shared to make people aware of the illness and take steps to protect their health and their children's health like washing hands, covering coughs, staying home while ill and staying up to date on vaccines.

Vance opens office in Middletown, where he grew up

U.S. senator's fourth office in the state will serve constituents in Southwest Ohio.

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Middletown native JD Vance has announced he's opening an office in Middletown, his fourth office in the state. He announced he was running for the U.S. Senate two years ago during an event at Middletown Tube Works with over 400 people in attendance.

NICK GRAHAM / STAFF

BY RICK MCCRABB - STAFF WRITER

ONLY IN THE JOURNAL-NEWS

MIDDLETOWN — U.S. Sen. James David "JD" Vance, a Middletown native, has said all his successes began at home.

"Middletown has always been good to me," he once said.

Now Vance has opened an office in his hometown, his fourth office in Ohio, the Journal-News has learned. The others are in Columbus, Toledo and Cleveland.

The Middletown office will be at 300 N. Main St., Suite 200.

This office is intended to serve constituents in Southwest Ohio.

Ohioans can reach out for help with federal agencies, including but not limited to:

- Resolving Social Security issues

- Resolving Medicare issues
- Receiving assistance with delayed tax return refunds, or other IRS issues
- Receiving assistance with the Department of Veterans' Affairs
- Expediting passport renewals, or addressing other State Department issues

"Middletown means so much to me and my family — our new office here will work to ensure Southwest Ohio receives the services it deserves," Vance told the Journal-News. "We are here to help."

Last year, Vance, 39, defeated Democratic congressman Tim Ryan for Ohio's open seat created when U.S. Sen. Rob Portman, R-Ohio, retired. Vance received 53% of the votes from the more than 4 million Ohioans who voted in the race, according to final results reported by the Ohio Secretary of State.

Now Vance finds himself in the national spotlight, a far cry from his humble beginnings growing up in Middletown. His father left home when JD was a young boy and his mother struggled with drug addiction his entire life.

Vance credits his "mamaw" for raising him and being his role model.

He called her "a tough woman, very disciplined and very firm" and the reason he graduated from Middletown High School in 2003, served in the U.S. Marines during the Iraq War, graduated from Ohio State University, received his law degree from Yale Law School, wrote a best-selling book, "Hillbilly Elegy," co-founded Narya, a venture capital firm in Cincinnati, and now is one of the 100 U.S. senators.

"Her discipline kept me on a pretty good path myself," Vance said once during a phone interview with this news agency.

"Some kids from a troubled family don't have a guiding hand. She was a saving grace and kept me from the other chaos."

Vance never figured to enter politics until several years ago when he moved back to Ohio, and then Portman announced he was retiring. By this time, Vance was an accomplished author of "Hillbilly Elegy" which Director Ron Howard turned into a movie with many scenes shot in and around Middletown.

"A lot of things were going right for me," he said.

MORE DETAILS

U.S. SEN. JD VANCE'S MIDDLETOWN OFFICE

Address: 300 N. Main St., Suite 200, Middletown, OH 45042

Phone number: 513-318-1100

15 candidates apply for open seat on City Council

Interviews with candidates set for Monday and Tuesday.

You're viewing the classic ePaper. Click to try our new version.

BY RICK MCCRABB - STAFF WRITER

MIDDLETOWN

MIDDLETOWN — Fifteen candidates, including four who ran unsuccessfully for City Council last month, notified the city of Middletown their interest in fulfilling the two-year, unexpired term on council.

The deadline was 5 p.m. Thursday to apply for the vacancy created when Rodney Muterspaw resigned on Nov. 7 due to family health issues.

Clerk of Council Amy Schenck said she received the applicants' letters of interest and forwarded them to the four remaining council members: Mayor Nicole Condrey, Vice Mayor Monica Thomas, Tal Moon and Zack Ferrell, to review.

The list of candidates includes: Kristi Asbury, Dora Bronston, Clayton Castle, Coty Combs, Brian Duba, John Ferrando, Nancy Griffith, Paul Horn, John Leopold, Marc Morgan, Joe Mulligan, Dave Pearce, Jamey Pregon, Jeffrey Wellbaum and Benjamin Woo.

Mulligan ran for mayor and was defeated by Elizabeth Slamka.

Asbury, Castle, Ferrando and Wellbaum ran unsuccessfully for council on Nov. 7.

Now that the deadline has passed, the candidates will be interviewed in executive sessions Monday morning and Tuesday morning and after Tuesday's council meeting.

A special meeting has been scheduled for 8:30 a.m. Monday in City Council Chambers.

A second special meeting has been scheduled for 4:30 p.m. Tuesday in the police training room.

Since Condrey, Thomas and Moon didn't seek re-election this year, and with Muterspaw resigning, only Ferrell, who was elected two years ago, remains on council.

After council selects Muterspaw's replacement, council will include Jennifer Burg-Carter, Steve West II, Slamka and Ferrell. They will be sworn in at 6 p.m. Dec. 12.

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

New dog license program ups odds of finding lost pets

Every DocuPet tag comes with HomeSafe 24/7 lost pet service.

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Butler County Auditor Nancy Nix and her dog Casey.

SUBMITTED

BY LAUREN PACK - STAFF WRITER

BUTLER COUNTY

In an effort to streamline the process and get compliance up, the Butler County Auditor's Office is partnering with DocuPet to administer its licensing program.

Auditor Nancy Nix said the partnership, beginning with 2024 licenses, will simplify and improve the dog licensing process to benefit not only dog owners but Animal Friends Humane Society and county dog wardens that received funding from the sales.

"We're excited to partner with DocuPet this year," Nix said. "They offer customizable licenses and a 24-hour HomeSafe lost pet service. We're hoping to reduce the number of animals in our shelter and open up space and resources for pets needing more care."

The 2024 licenses are now on sale and the licensing renewal period runs through Jan. 31. Dog licenses are \$14 each and are valid for a year.

A three-year license, \$42, and a permanent license, \$140, are also available.

Residents can browse hundreds of colorful and unique designer tag styles online or design their own tag with an easy-to-use customization tool.

Every DocuPet tag is equipped with the free HomeSafe™ 24/7 lost pet service and it may double as a pet's ID tag.

DocuPet's dedicated dispatch staff is available to reunite lost pets with their families around the clock. When tags arrive in the mail, look for the blue DocuPet logo on the envelope.

"We are very proud to kick off this effective program with the Butler County Auditor to increase pet identification and reunification services for all residents," said Grant Goodwin, DocuPet's CEO. "Pets wearing DocuPet tags spend little to no time in the shelter versus unlicensed pets."

Dog licenses can be purchased online at butlercountyohio.docupet.com.

The DocuPet site accepts credit cards or Visa/MasterCard debit cards.

Nix said Wayne and Clermont counties are also partnering with DocuPet.

With the old system, the office was sending out a new tag every year. With the DocuPet partnership they will send the tag, and it has "all the bells and whistles."

But people will not be getting a new tag every year, they will just be renewing the license, according to Nix.

DocuPet will also send notifications to dog owners reminding of renewals "way more than we can do here," Nix said, noting it is time consuming for the staff.

"It will save our staff a ton of time and we are very hopeful it will increase compliance that has been declining in recent years and be a better experience for dog owners."

DocuPet is also provided its service to the county free for five years, according to the auditor.

Nix said the outsourcing has meant a reduction in the staff by one person through attrition.

Pet licensing is mandatory for dogs in Ohio. With the announcement of this new partnership, DocuPet and the Auditor's Office hope to increase compliance among pet owners.

A license must purchased by Jan. 31, 2024 before a \$14 penalty is applied, per state law.

Dog tags can be purchased in person at Ace Hardware in Liberty Twp., Al-Joe's Pet and Garden in Hamilton and Animal Friends Humane Society in Hamilton.

Contact this reporter at 513- 543-9227 or email lauren.pack@coxinc.com.

Pot possession in Ohio legal starting today, but questions remain

DeWine: 'W

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BY JOSH SWEIGART AND SYDNEY DAWES - STAFF WRITERS

TOP STATE STORY

Starting today, Ohioans age 21 and older can legally possess limited amounts of marijuana as Issue 2, which voters overwhelmingly approved in November, goes into effect. But the law change comes with a haze of uncertainty about how certain provisions will be enforced, and as lawmakers wrangle over last-minute revisions.

Gov. Mike DeWine held a press conference Wednesday evening urging the General Assembly to pass a bipartisan compromise that would speed up how soon marijuana could legally be sold, among other things.

"We do not need an expanding black market," DeWine said. The General Assembly did not vote on the measure before press time for this publication. Visit our website or see our ePaper for the latest.

One issue with Issue 2 as passed by voters: The law starting today allows possession of up to 2.5 ounces of marijuana in plant form or up to 15 grams in extract form and grow up to six marijuana plants per adult (capped at 12 plants per household). But there's no legal way to buy it. The regulatory framework allowing recreational marijuana dispensaries as mandated by Issue 2 would not be in place until mid-2024.

The law also prohibits using it in public spaces, like at a bus stop, in a park or walking down the street.

Of-age Ohioans who consume in prohibited areas run the risk of getting a minor misdemeanor, as Issue 2 currently reads.

Enforcement considerations

The Ohio Prosecuting Attorney Association recently released an analysis on the law noting some issues and enforcement challenges.

For one, it notes that the law allows growing marijuana "within a secured closet, room, greenhouse, or other enclosed area in or on the grounds of the residence that prevents access by individuals less than twenty-one years of age, and which is not visible by normal unaided vision from a public space."

The law allows up to six plants per adult and up to 12 plants per household. But a single plant can produce up to 17.5 ounces of cannabis per plant which, once processed, would far exceed the allowed limit of 2.5 ounces.

Home growers are prohibited from selling marijuana, and can give it away in only limited quantities.

Another issue is traffic stops, the prosecutors memo notes. A K-9 officer trained to alert to cannabis giving a positive hit would no longer be probable cause of criminal activity by itself. An officer smelling burnt marijuana, or the dog alerting to cannabis after the driver says there is none on the car, could still be probable cause.

Local police departments tell the Dayton Daily News they have received no guidance from the state and are hashing out policies on their own.

"Our department just met this morning regarding it and are still working on a policy/procedure. Nothing has been announced to us at this time," said Kettering Police Department Public Information Officer Cynthia James on Wednesday.

Meanwhile, Ohioans who have been recently charged with marijuana possession may have grounds to have their charges dismissed, said Joe Suhre, a defense attorney with offices in Dayton, Columbus and Cincinnati.

"My experience has been generally speaking with prosecutors' offices and with courts that have been cases pending for conduct that subsequently becomes legal... generally speaking it's able to be resolved successfully"

Suhre said. "In other words, my experience has been that they'll generally dismiss it now. But that's not a guarantee."

Driving under the influence Suhre said multiple challenges exist ahead following the law coming into effect.

But these challenges aren't entirely new; legal professionals have been working on cases related to medical marijuana since the state's medical program began.

For example, the law prohibits using marijuana in a vehicle, or operating a vehicle while under the influence of cannabis. But there is no breathalyzer for weed.

The National Highway Traffic Safety Administration (NHTSA) has validated some field sobriety tests to detect impairment by alcohol.

These tests don't translate to marijuana intoxication, Suhre said.

One NHTSA test, called the "lack of convergence" test, relies on eye movement patterns. It can be used to test motorists for marijuana use. Suhre said roughly 10% of the general population cannot perform the eye movements requested even when they're sober.

Oftentimes, police can also request a urine sample if they suspect intoxication by marijuana. But Suhre said marijuana metabolites stick to fat tissues in the body and take several days or longer to completely leave the body.

"Any toxicologist that will testify, and I have cross examined dozens of them over the years, will say, 'I cannot tell you because of a metabolite level if someone is under the influence because the urine doesn't correlate like blood does,'" Suhre said.

An Ohioan could lawfully use marijuana on a Saturday, Suhre said, and be involved in a car crash while driving sober the following Monday.

This Ohioan could face charges related to impaired driving if they consent to a urine sample and see results higher than the legal limit of 35 nanograms per milliliter for marijuana metabolites.

Other limitations on usage

Smoking marijuana is banned in indoor public places or places of employment by the state's indoor smoking ban.

Marijuana is still illegal under federal law, so possession on federal property is still a crime. This includes on Wright-Patterson Air Force Base as well as certain areas around the base such as base housing areas like

Page Manor.

Federal employees are also still prohibited from using cannabis products.

Issue 2 allows any employer to establish and enforce drug-free workplaces, prohibiting employees from using marijuana and disciplining employees for doing so.

Certain renters may also not be able to use marijuana at home. The bill authorizes landlords to include a prohibition on the use of cannabis in lease agreements.

And federal law prohibits people who use marijuana from receiving, possessing or purchasing a firearm.

Every purchase from a licensed gun dealer requires someone to fill out a background check asking if the buyer is "an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substances."

The form notes that use or possession of marijuana is still illegal under federal law even if it's legalized by the state. It also notes that lying on the form is a felony under federal law.

City Council picks electrician as Muterspaw's replacement

Panel votes 3-1 with mayor casting only 'no' vote; 15 had applied.

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Paul Horn

BY RICK MCCRABB - STAFF WRITER

MIDDLETOWN

MIDDLETOWN — City Council has chosen the person who will fill the unexpired term of former council member Rodney Muterspaw, who announced his resignation on Nov. 7.

Middletown businessman Paul Horn, an electrician, was selected Tuesday night by a 3-1 vote from council members. Mayor Nicole Condrey voted against Horn, telling the Journal-News after the meeting she felt there was "a better candidate."

"I felt it my duty to appoint the best candidate to the position," she said. "I believe Mr. Horn is a wonderful candidate and will do a stupendous job in his new role. I am supportive of him and wish the new council the best."

The term is set to expire on Dec. 31, 2025. Fifteen candidates, including four who ran unsuccessfully for City Council last month, applied to fulfill the two-year, unexpired term on council.

The list of candidates included: Horn, Kristi Asbury, Dora Bronston, Clayton Castle, Coty Combs, Brian Duba, John Ferrando, Nancy Griffith, John Leopold, Marc Morgan, Joe Mulligan, Dave Pearce, Jamey Pregon, Jeffrey Wellbaum and Benjamin Woo.

Mulligan ran for mayor and was defeated by Elizabeth Slamka. Asbury, Castle, Ferrando and Wellbaum ran unsuccessfully for council on Nov. 7.

Since Condrey, Vice Mayor Monica Thomas and Tal Moon didn't seek re-election this year, and with Muterspaw resigning, only Ferrell, who was elected two years ago, remains on council.

The new council will be sworn in at 6 p.m. Dec. 12. Contact this reporter at 513-581-7612 or email Rick.McCrabb@coxinc.com.

Proposals to redevelop former school site sought

Lincoln school closed in 1980, building demolished in 2021.

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Former site of Lincoln Elementary School, 2402 Central Ave. The building was demolished in 2021.

CITY OF MIDDLETOWN

BY LAUREN PACK - STAFF WRITER

MIDDLETOWN

The City of Middletown is accepting proposals through Dec. 15 to redevelop nearly six acres of city-owned property at 2402 Central Ave., the former Lincoln Elementary School, according to city officials.

Lincoln School closed in 1980 when students were moved up Central Avenue to Roosevelt Elementary School, which closed in 2008 and was also demolished.

Lincoln was then sold to Middletown Dental Group, which maintained a dental practice in the building until 2011. Several small businesses operated out of the building during that time.

The large brick structure built in 1927 continued to deteriorate and caught fire several times.

After years of discussion, it was demolished in 2021 due to its dilapidated condition.

The property now offers an opportunity for redevelopment, located adjacent to the Highlands Historic District to the east and serves as an endcap to the light retail corridor along Central Avenue to the west, according to Middletown officials. The site has street access to both Central and Edgewood Street.

The City envisions land as a residential development opportunity with proximity to a resurging commercial area along Central.

The property holds significant potential to enhance the overall community vibrancy.

"This site presents an opportunity for developers to create a signature property that will add value to our city, aesthetically and economically, for many years to come," said Assistant Developer of Economic Development Lisha Morlan.

"We want to be able to look back 20 years from now and see that this project helped to change the trajectory of Middletown's residential inventory."

The request for proposals seeks developers with expertise to create a project that aligns with the city's goals, which include: Revealing opportunities and gauging interest in the redevelopment of the property.

Exploring the qualifications and financial capabilities of potential development partners.

Selecting a highly qualified partnership team to execute and complete the approved proposal.

Interested parties are encouraged to review the complete RFP details on the City of Middletown's website at <https://www.cityofmiddletown.org/194/Planning-Zoning>.

Staff Writer Rick McCrabb contributed to this report.

It's a 'Blue Christmas' for a good cause in Middletown

MIDDLETOWN

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The annual Blue Christmas blues concert benefits the Hope House homeless shelter in Middletown.
FILE

BY GINNY MCCABE - CONTRIBUTING WRITER

For more than 30 years, the annual "Blue Christmas" benefit concert has raised money for Middletown's homeless shelter, Hope House Mission.

This year's event will be at The Windamere and features a line-up of popular regional artists.

"We want to continue to do the fundraiser to benefit the Hope House, because the Hope House is an important institution in Middletown," said event organizer and chair Chuck Evans.

Founded in 1989, Hope House Mission serves homeless men, women and children and Butler, Warren, and the surrounding counties in Southwest Ohio. Funds raised from this year's event will be earmarked for the Hope House Mission – Women's Shelter.

"We do what we can, and this gives us an opportunity to draw attention to them, to help people understand that they exist, and they are here for people who need the help, and it just feels good for us to do it. All of the musicians enjoy doing it, and I know they appreciate it when I walk in there with a check," Evans said.

The Hope House Mission does a lot more than house the homeless, he said, they also do job training, focus on education and health, and teach life skills.

The "Blue Christmas" concert begins at 6 p.m.. Sunday, Dec. 17. General admission tickets are \$25. To purchase tickets or make a one-time donation to Hope House, go to <https://thewindamere.ticketspice.com/blue-christmas>.

"It's always a great night of amazing music. Everybody brings it. They come and they play like they really mean it. All these bands do that any time they play, but they come out and they donate their time and talents to raise funds for the Hope House. Everybody in this show is volunteering," Evans said. "And anybody who likes blues, jazz, and rock is in for a treat."

Performers are veteran musicians putting on an evening of blues, blues-based rock and jazz music. The lineup has Fred Gillespie and The Swamp Bees, I Dig Pig featuring Jimmy D. Rogers, Chuck Evans and Tom Martin, The Gillespie Express with Ferris Gillespie and James Clark, Rob Hoffman & the L7s and other special guests. Each band or group will play for about an hour.

Gregg Clark, who passed away in 2019, started the event in 1991 to help the Hope House Mission. Clark was

the original chair, and a regular player at the annual event. He was also a leader in several bands, including the Royal Blues and the Gregg Clark Group. Additionally, he was instrumental part of the Lebanon Blues Festival. Clark was a 1971 graduate of Middletown High School.

HOW TO GO

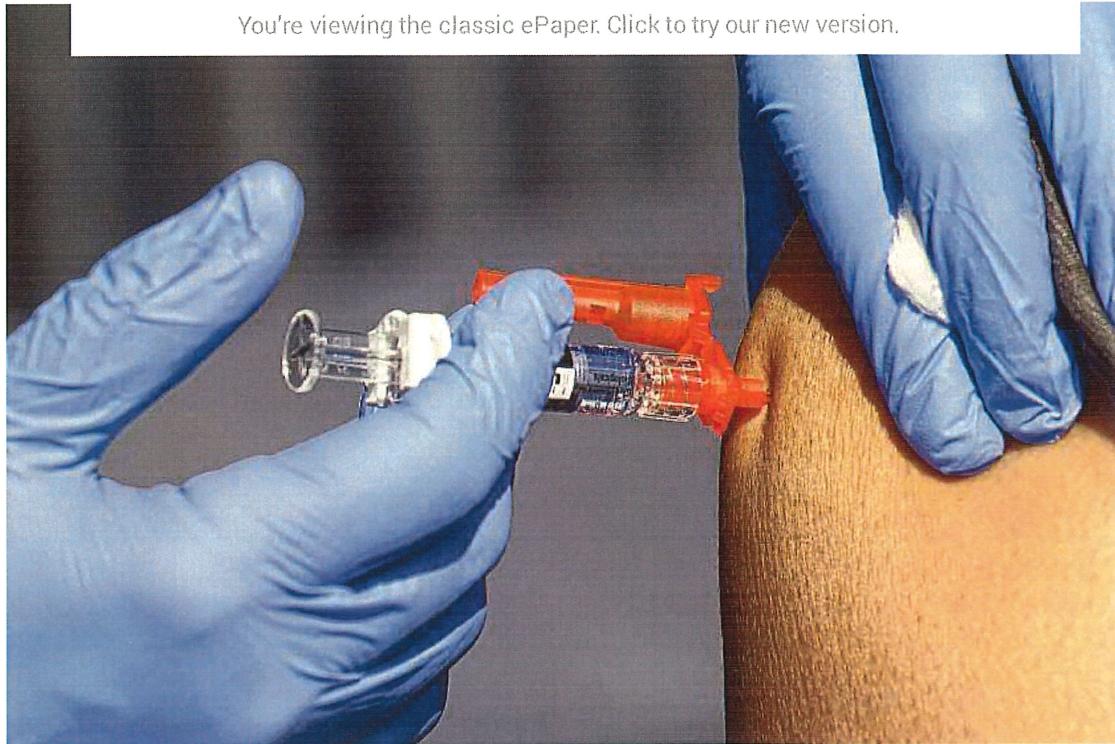
What: Blue Christmas concert to benefit Hope House Mission – Women's Shelter

When: 6-11 p.m. Sunday, Dec. 17

Where: The Windamere, 2 S. Main St., Middletown Online: www.hhmission.org

Flu activity moderate, expected to increase

Whooping cough, pediatric pneumonia, COVID on rise in area.



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Health experts say there is still time to get vaccinated for seasonal flu. Montgomery County has the region's highest number of flu-related hospitalizations this season. MARK J. TERRILL / AP

BY SAMANTHA WILDOW - STAFF WRITER

CLOSER LOOK

Ohio is seeing a moderate level of influenza activity and doctors said they believe they'll see cases increase after the first of the year, similar to flu seasons before the COVID-19 pandemic, the Ohio Department of Health says.

Regional outbreaks of whooping cough and pediatric pneumonia cases are on the rise, too, health departments say, and the Centers for Disease Control and Prevention reports increases of COVID-related emergency department visits, hospitalizations and deaths.

Ohio hospitalizations below 5-year average

"Currently we're seeing a seasonal increase in various respiratory diseases, which is not uncommon for this time of year," said Dan Suffoletto, public health manager for Public Health - Dayton and Montgomery County.

The most recent state data show 106 flu-related hospitalizations in the past week and a total of 298 so far this season.

While the most recent hospitalizations are an 112% change over last week, these figures are below the five-

year average.

Of outpatient health visits, approximately 3.69% are due to flu-like symptoms, according to ODH, an increase of 16.77%.

Montgomery County reported 25 flu-related hospitalizations, according to ODH, and other area counties remain low.

Butler County is the second-highest in the Dayton-region counties, with a total of 13 flu-related hospitalizations this season, according to ODH.

"So far, Butler County's data would indicate that we are on pace for a typical flu season where we see most influenza-related hospitalizations after the first of the year," said Butler County Health Commissioner Erik Balster.

Those hospitalized for flu-related illness in Butler County were between 42 and 76 years old.

The rest of the Dayton region has fewer than five cases in each county.

Still time to get vaccinated

"As flu season unfolds, getting a flu shot is key, along with consistent hand hygiene and respiratory etiquette," said Nate Smith, communications coordinator for the Clark County Combined Health District.

Clark County has only seen one flu-related hospitalization this season.

Having a healthy lifestyle, including exercising and getting enough sleep, will also boost immunity, Smith said.

"Stay home if you're sick and don't return to work or school for at least 24 hours after you've been fever-free without the use of fever-reducing medications. Stay informed about public health guidelines, wear masks in high-risk settings, and collectively, we can prevent the spread of respiratory illnesses," Smith said.

People are also encouraged to get vaccinated if they haven't already. The flu vaccine appears to be 40-60% effective, said Dr. Allyson Halderman, a family medicine provider with Kettering Health at its Troy Standfield office.

"That's 40 to 60% of people who aren't going to get the flu, and that's amazing.

That's keeping people out of our hospitals, out of our offices. That's people who get to see their family because they're not sick," Halderman said.

Both the flu and COVID vaccines are still readily available and may be administered at the same time during the same visit, Suffoletto said.

"That's something people should take advantage of sooner rather than later.

It can take up to two weeks for those vaccines to become fully effective," Suffoletto said.

People should also stay home and not host holiday gatherings if they are not feeling well, he said.

Kids catching RSV, whooping cough, pneumonia

Cases of whooping cough, also known as pertussis, continue to increase in Montgomery County. For the breakout that began on Sept. 2, there have been 128 total reported cases of whooping cough in Montgomery County, according to Public Health.

The majority of those cases, 43, have been kids between 4 and 6 years old, Public Health said. Of all the cases, 74 of the kids attended a school and 26 are enrolled in daycare.

In Warren County, there has been an ongoing outbreak of pediatric pneumonia cases since August. As of Dec. 8, the count of pediatric pneumonia cases was 176, according to the Warren County Health District.

The average age of the children affected is around 8, and the cases span multiple school districts. Most common symptoms, according to a parent questionnaire, include cough, fever and fatigue.

Other area counties have reported sporadic cases of whooping cough and pediatric pneumonia, though not to the extent of Montgomery and Warren counties.

There have been seven cases of whooping cough in Clark County, the health district said.

RSV is on the rise statewide, but current cases of RSV across Ohio are only about a third of what they were at this time last year, the Clark County Combined Health District said.

Dayton Children's Hospital is seeing an increase in the number of RSV cases, following a similar pattern to last year's spike in October through December. But this year's trends are still lower than last year's. The hospital has treated more than 300 cases. That number was almost double at this time last year.

Hospitalizations and deaths related to COVID-19 are increasing nationally and in the state. ODH reports 445 hospitalizations in the most reported recent week, which is up from the three-week average of 407.

The agency reported 35 ICU admissions, up from the average of 26. ODH also reported 47 COVID-related deaths in the most recent week, up from the average of 44.

Nationally, the CDC is reporting a positivity rate of 11.5% for COVID-19, up just under 1%. About 1.9% of emergency department visits are due to COVID-19, a 4% increase in the most recent week. Hospital admissions have increased 17.6% and deaths due to COVID-19 have increased 25% in the most recent week, CDC says.

Middletown cops, families bring Christmas spirit to kids in need

Shopping c

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death.



Above: Middletown police Chief David Birk helps children check out at Middletown's Meijer store during the Mike Davis Christmas with a Cop program.



Left: Santa Claus was popular during the 2023 Mike Davis Shop with a Cop event.

CONTRIBUTED PHOTOS



Middletown Division of Police officer Marco Caito helps children shop last week at Meijer during the Mike Davis Christmas with a Cop program.

CONTRIBUTED

BY RICK MCCRABB - STAFF WRITER

GOOD NEWS

MIDDLETOWN — A Christmas shopping program started by a Middletown school resource officer 25 years ago continues thriving today.

Last week, 25 Middletown police officers, department staff and their families shopped with 70 local children and their families at Meijer during the annual Mike Davis Christmas with a Cop.

The event is named in memory of Officer Mike Davis, who retired from Middletown Division of Police in 2011 after 44 years of service. For 26 of those years, Davis was a school resource officer and ran the Jack Combs Memorial Safety Town.

He passed away in 2013.

Now, 10 years later, the event continues, thanks to the police department, Ohio State Highway Patrol and donations from local organizations, including the Fraternal Order of Police Auxiliary.

The children are selected by local school officials and their names are forwarded to the police department. Each child is allowed to spend about \$100, said detective Jason Wargo, FOP president.

"You feel good when you make Christmas a little better for the kids," he said.

Police Chief David Birk, who shopped with the kids, said the event shows "what Christmas is all about."

It also gives the children an opportunity to interact with law enforcement in a positive environment, Birk said.

"They can see officers as role models and human beings," he said.

Rodney Muterspaw, a retired Middletown police chief, said he remembers when Davis started the shopping program. He called the shopping spree "one of the bright spots" the police department has every year to build relationships with the community.

Mary Miller, secretary of the detective section, helps organize the event and said several organizations made donations. She said Stachler-Harmon Attorneys at Law provided breakfast to all of the families. The Grand Temple Pythian Sisters of Ohio and Akers Packaging donated \$1,000 or more, and Mark's Towing, Homemakers Circle 9, Gary Hoff and Christ United Methodist Church donated at least \$200.

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

Share good news with us: If you have a story idea for a future "Good News" feature in the Journal-News, 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.

Shelters struggle as homelessness 'skyrockets' in area

One agency leader says low-paying jobs can't keep up with inflation.



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As homelessness increases in Butler County and the United States, local shelters and agencies such as Haven House and SHALOM continue to seek community solutions and donations.

ASSOCIATED PRESS

BY RICK MCCRABB - STAFF WRITER

JOURNAL-NEWS IN DEPTH

Several Butler County organizations are serving unhoused residents this winter in hopes of keeping them warm and safe by providing housing and outreach services.

Homelessness remains a much-debated and expensive problem in the county as agencies and local police departments continue searching for solutions.

When asked if there is an easy fix for homelessness, Tim Williams, director of Hope House Mission in Middletown, quoted Jesus: "The poor you will always have with you."

Kathy Becker, director of law enforcement and court services for Access Counseling, said as the number of homeless people in the county "continues to skyrocket" and the county must provide affordable housing and wraparound services to assist those seeking shelter.

On a given night last year, there were 10,654 homeless people in Ohio, according to the HUD's 2022 report. Of those, 3,214 were families with children, 703 were unaccompanied homeless youth and 633 were veterans.

Haven House

Bobby Grove, executive director of Haven House in Hamilton, said since his agency houses families, the number of residents remains the same throughout the year. He doesn't expect to see an increase this winter.

Most Haven House residents are living paycheck to paycheck, and while there are plenty of jobs available, Grove said pay often doesn't offset the costs of living.

He said a single mother with one child can't live on \$20 an hour, and if she makes that much, she probably will lose government food assistance benefits.

Full-time workers need to make at least \$19.09 an hour to afford a 2-bedroom apartment in Ohio — a \$2.04 increase from last year, according to a joint report from the Coalition on Homelessness and Housing in Ohio and the National Low Income Housing Coalition.

Haven House has 122 bed spaces, but because families aren't placed in the same sleeping area, the capacity can be much smaller, he said. Grove said before COVID-19, Haven House averaged 20 to 25 residents a night, a number that has jumped to 33.

Hope House Mission

Hope House's two missions, a men's and women's shelter, will likely see an increased demand for lodging during the winter, said Williams.

Hope House's men's facility, 1001 Grove St., includes a 50-bed emergency shelter, administrative offices, additional counseling and case management offices, meeting spaces, a chapel, a recreation room, a dining room with a commercial kitchen, a private intake office and a health counseling room for nurses and visiting doctors.

Late last week, there were five open beds in the men's center and only top bunks were available in the women's shelter, Williams said, adding that some women are unable to sleep in top bunks due to physical or mental limitations.

Williams said Hope House continues working with the Middletown Division of Police to find spaces when people are found sleeping in homeless camps in the city.

Serve City

The weak economy is having a double negative impact on operations at Serve City in Hamilton, said executive director Tammi Ector.

At a time when the demand for beds, transitional housing and services are extremely high, Ector said private, business and church donations at the shelter and food pantry are "significantly down," though she didn't have numbers for the decrease.

Ector, hired in January 2023, said donations are "trickling in" and not "pouring in" as they typically do during the holidays.

That's only adding to the strain at Serve City, said Ector, chair of the Butler County Housing and Homeless Coalition.

"It's impacting us in every way," she said when asked about the economy.

Serve City offers 50 beds: 37 for men, 13 for women.

The beds are "consistently full," she said. On those nights, Serve City refers people to nearby agencies, Ector said.

The facility also offers 20 beds designated for the "cold shelter" that opens when temperatures drop below 32 degrees.

Those who seek Serve City services represent a diverse population, she said.

The shelter and food pantry are seeing young people, the elderly, and those from the LGBTQIA+ community, she said.

Some suffer from mental health or substance abuse issues or are victims of domestic violence, all of which are "escalated" by the poor economy, she said.

SHALOM

Bill Fugate, volunteer coordinator for Serving the Homeless with Alternate Lodging Of Middletown said the church-based organization is opening for its 21st year by providing lodging and meals to the homeless for nine weeks, starting Dec. 31.

The program runs through March 2 and will be operated by several local churches.

Fugate thanked Tytus Avenue Church of God for allowing SHALOM to use its facility for three weeks. Without the church's assistance, SHALOM would be open for a shorter time, Fugate said.

While SHALOM has received phone calls inquiring about the shelter, Fugate said it's impossible to predict how many residents will be served nightly. SHA- LOM averages 20 to 25 people a night, with 40 on busier nights.

The numbers typically rise toward the end of the month when money becomes short, according to Fugate.

SHALOM has operated in Middletown since it was founded by Roy and Pat Ickes in 2002 and it receives no government assistance, Fugate said.

Each week, a church in the network provides meals and shelter within its church facilities, he said.

Daily intakes are performed from 4-5 p.m. of the hosting season. New guests must arrive at 4 p.m. on their initial day of stay, according to Fugate.

At 5 p.m., those in need of shelter are transported from the SHALOM office in the lower level of the First United Methodist Church, 120 S. Broad St., to the host church.

All guests are allowed to shower, dine, rest and socialize in a safe and warm environment.

At approximately 8 a.m. each day the guests are transported back downtown, Fugate said.

Middletown police Chief David Birk has estimated there are about 200 unhoused people living in Middletown and about 50% are from outside the city. He said many come to Middletown from surrounding Butler County communities.

Middletown City Council member Zack Ferrell has estimated the city has spent \$3.5 million dealing with homelessness over the last few years, and that taxpayers have paid about \$17,000 per homeless person.

Contact this reporter at 513-581-7612 or email Rick.

McCrabb@coxinc.com.

BUTLER COUNTY HOMELESS AGENCIES/PROGRAMS HAVEN HOUSE

Address: 550 High St., Hamilton

Phone number: 513-863-8866

HOPE HOUSE MISSION

Address: 1001 Grove St., Middletown

Phone number: 513-424-4673

SERVE CITY

Address: 622 East Ave., Hamilton

Phone: 513-737-8900

SHALOM HOSTING SCHEDULE

Dec. 31-Jan. 6: Breiel Church, 2000 N. Breiel Blvd., Middletown

Jan. 7-13: Berachah Church at Tytus Avenue Church Of God, 3300 Tytus Ave., Middletown

Jan. 14-20: Berachah Church at Tytus Avenue Church Of God, 3300 Tytus Ave., Middletown

Jan. 21-27: Quest Church, 6933 Hendrickson Road, Middletown

Jan. 28-Feb 3: Crosspointe Church Of Christ, 5630 Ohio 122, Middletown

Feb. 4-10: Holy Family Parish, 201 Clark St., Middletown

Feb. 11-17: Stratford Heights Church Of God at Tytus Avenue Church Of God, 3300 Tytus Ave., Middletown

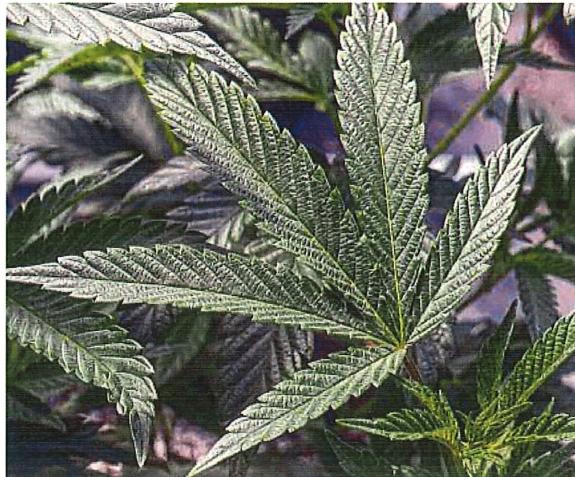
Feb. 18-24: First Baptist/First Christian

Feb. 25-March 2: First United Methodist, 120 S. Broad St., Middletown

City delays recreational marijuana businesses

Middletown council votes 4-1, joining other area municipalities.

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Middletown City Council this week voted 4-1 to place a six-month moratorium on recreational marijuana businesses opening in the city. ASSOCIATED PRESS

BY RICK MCCRABB - STAFF WRITER

NEW DETAILS

Middletown has joined the growing number of Butler County cities and townships that have voted on a moratorium on the processing and issuance of any permits to adult-use cannabis operators, even after Ohio voters overwhelming passed Issue 2.

During Tuesday night's city council meeting, the last for three outgoing members, the council voted 4-1 to place a six-month moratorium on recreational marijuana businesses opening in the city.

Council member Paul Horn, recently appointed to fill the two-year, unexpired term after Rodney Muterspaw resigned due to family health issues, voted against the resolution. He said the city of Monroe has four medical marijuana dispensaries and recreational marijuana businesses could be beneficial to Middletown.

The law allows, among other things, adults 21 and over to legally possess up to 21/2 ounces of marijuana, as well as use and grow (six plants per person and 12 per household). It also imposes a 10% sales tax.

Issue 2 passed Nov. 7, legalizing the sale, purchase and use of recreational marijuana by adults 21 and older. The new law went into effect Dec. 7, but the state legislature has been debating changes to the statutes.

The Senate has approved several amendments, but the House is not expected to resume discussions on the amendments until after the holiday recess. Statewide sales are not expected to begin until the fourth quarter of 2024, according to city documents.

Staff attorney Brodi Conover said the six-month moratorium will allow city staff to analyze the statutes and make recommendations if additional local regulation is needed for dispensaries, cultivators and processors to

operate within the city.

Council member Tal Moon questioned where the marijuana businesses could be located throughout the city.

Conover said they would be treated like general retail businesses.

Middletown already has a prohibition on medical marijuana businesses in the city.

While Vice Mayor Monica Thomas approved the legislation, she said the city "missed an opportunity" to collect tax dollars from medical marijuana businesses.

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

RECREATIONAL MARIJUANA

This is how Butler County cities, townships are dealing with recreational marijuana businesses:

- Fairfield: City council approved by a 6-1 vote to enact a nine-month moratorium blocking recreational marijuana license-holders from operating within the city.
- Fairfield Twp.: Trustee President Michael Berding said options will be discussed next month with the law director and police chief.
- Hamilton: City council has enacted a temporary ban on recreational marijuana business licenses, approving a six-month moratorium.
- Liberty Twp.: Trustees enacted a 360-day ban on recreational marijuana license-holders from operating within the township.
- Middletown: City council enacted a six-month moratorium on recreational marijuana business licenses,
- Monroe: City council pulled legislation during its last meeting of the year that would have imposed a nine-month moratorium on adult-use cannabis operators in the city.
- West Chester Twp.: Trustees enacted a 360-day ban on recreational marijuana license-holders from operating within the township.

‘Beyond amazing’ event packs ‘em in

Restaurant owner: ‘God has blessed us and this is our way of blessing other people.’



Brent's Smokin' Butts & Grill was packed Monday night during the second annual Brent's Christmas BBQ Blessing. Owners Brent and Kelly Dalton opened their restaurant to more than 50 children/adults with special needs and their families. All the food, ice cream and drinks were free. RICK MCCRABB / STAFF

BY RICK MCCRABB - STAFF WRITER

GOOD NEWS

MIDDLETOWN — For a restaurant that was closed to the public Monday night, Brent's Smokin' Butts & Grill was utter chaos.

And that brought smiles to the owners, Brent and Kelly Dalton, and everyone else who packed the place for the second annual Brent's Christmas BBQ Blessing.

About 55 children and adults with special needs and their families dined for free and received presents from Santa. Last year's event at the former Central Avenue location attracted 30 children, and since this year's crowd was much larger, there were three seatings at the 640 N. University Blvd. location.

Volunteers from a small group at Berachah Church in Middletown took the orders, delivered the meals and cleaned the tables between shifts. Regular staff members, who were paid for working, cooked all the food.

Dalton said since the restaurant moved from downtown to University Boulevard earlier this year, business has tripled and his staff size has doubled.

Hosting the event was a way for the couple to pay back the community, he said.

“God has blessed us and this is our way of blessing other people,” he said while greeting many of those children with special needs by name. “This is just a night to give back. I love it.”

He estimated all the food and ice cream from the Cone of West Chester cost him about \$4,000.

Customers who tried to dine at Brent's when it was closed to the public Monday were given gift cards for the inconvenience.

"We can always make more money," Dalton said. "No amount of money is worth this to give back to people. This means more to me than anything else."

Dalton said it's important for those with special needs and their families to feel comfortable and for no one to criticize them for their appearance or actions.

"This is their night," said Dalton, a 1994 Middletown High School graduate who opened his first restaurant at 1206 Central Ave. in 2020. "They can do whatever they want."

Emily Ratliff said her son, William, 8, is non-verbal autistic.

There are times, especially when William gets excited like seeing Santa, he wildly flaps his arms. That can make some people uncomfortable, she said.

"It's great to come to a place and not be judged," she said.

"Sometimes he acts different than what some people consider what normal is."

Matt Dishier, whose son, Cayden, has cerebral palsy, called the evening "beyond amazing."

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

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