

**DATE:** May 9, 2025  
**TO:** Board of Health Members  
**FROM:** Jacquelyn Phillips Carter, MPH, BSN, RN - Secretary  
**SUBJECT:** Agenda for May 13, 2025

City of Middletown Board of Health & Environment will meet in regular session **May 13, 2025** 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** -April 2025

(Motion and Approval)

### **RECEIVE AND FILE FINANCIAL REPORT** -April 2025

(Motion and Approval)

### **EDUCATION PRESENTATION** -Data Visualization for Public Health-Chandra Corbin, BSN, RN

### **NEW BUSINESS**

1. Travel authorizations-None
2. Review of Tobacco Enforcement Smoke Free Investigations Provider Agreement (6/2025-6/2027)

### **REPORTS**

Health Commissioner-Jackie Phillips Carter, MPH, BSN, RN

Medical Director- Dr. Paul Jennewine, MD

Director of Nursing- Chandra Corbin, BSN, RN

Environmental Health Director- BS, REHS

### **BOARD MEMBER OPEN DISCUSSION**

### **ADJOURNMENT**

The Next Board of Health Meeting is scheduled for June 10, 2025 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  
April 8, 2025

The City of Middletown Board of Health met in regular session at 7:30 AM on April 8, 2025.

Members Present

Mayor, Elizabeth Slamka  
Ruth Lolli  
Jeff Bonnell  
Amy Sibcy  
Tiffani Baggett  
Dr. Scott Zollett, MD  
Emily Miller, BSN, RN

Health Department Staff Present

Jackie Phillips Carter, MPH, BSN, RN  
Carla Ealy, BS, REHS  
Dr. Paul Jennewine, MD  
Chandra Corbin, BSN, RN  
Amanda McDonald, Vital Statistics Registrar

Absent and Excused

Joseph Richmond, MBA

ROLL CALL

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

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

CITIZEN COMMENTS

None.

APPROVAL OF MINUTES –March 2025

Motion: Ms. Lolli moved, seconded by Ms. Miller to approve the March Board of Health minutes.

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

RECEIVE AND FILE FINANCIAL REPORT-March 2025

Motion: Ms. Lolli moved, seconded by Ms. Miller to approve the March financial report.

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

EDUCATION PRESENTATION-Candida Auris-Dr. Jennewine

Dr. Jennewine provided the board with an educational presentation about candida auris. Candida auris is a species of fungus. It is one of the few species of candida affecting humans and was first described in 2009. Candida auris is drug resistant and mostly found in patients that are hospitalized or in long term care with multiple, severe comorbidities. Candida auris is not ubiquitous, it is transferred through direct contact spread. Candida auris causes infections in the patient such as: ear infections, wound infections, urinary tract infections and blood stream infections.

The risk of contracting candida auris is increased among those that are immunocompromised, during hospitalization, after recent surgery, of advanced age and with antibiotic exposure.

Symptoms of candida auris include: fever/chills, lethargy, hypotension, tachycardia, and the typical signs and symptoms of bacterial sepsis and shock. Candida auris is diagnosed by obtaining a culture, but it can be difficult because it can mimic other candida species.

Prevention includes admissions screenings, contact precautions, disinfectants and single-use medical equipment.

Treatment includes antifungals and multidrug treatments.

Candida auris has a 15-35% mortality rate in adults and 10-15% in neonates. There were 51 cases of candida auris reported in the U.S. in 2016, that number rose to over 4,500 in 2023.

## NEW BUSINESS

### Travel Authorizations

Health Commissioner Jackie Phillips Carter and Director of Nursing Chandra Corbin, will be attending the 2025 Spring Ohio Public Health Conference April 28<sup>th</sup>-30<sup>th</sup> in Columbus, Ohio.

**Motion:** Dr. Zollett moved, seconded by Ms. Miller to approve the April travel authorizations.

**Roll call vote:** Yes-6 (Lolli, Bonnell, Sibcy, Baggett, Zollett, Miller). No-0. Motion Passed.

Final reading and approval of MBHE Ordinance No. 2025-01-Allowing Health Commissioner to Suspend a Food Service or Retail Food Establishment License

**Motion:** Ms. Lolli moved, seconded by Ms. Miller to approve MBHE Ordinance No. 2025-01.

**Roll call vote:** Yes-6 (Lolli, Bonnell, Sibcy, Baggett, Zollett, Miller). No-0. Motion Passed.

MBHE Ordinance No. 2025-01-An ordinance authorizing the health commissioner to take action that may be taken by the Board of Health as a licensor pursuant to Ohio Revised Code section 3717.29(D)(1) to suspend a license issued to a retail food establishment or Ohio Revised Code section 3717.49(C)(1) to suspend a license issued to a food service operation.

Final reading and approval of MBHE Ordinance No. 2025-02-Allowing Health Commissioner, Any Registered Environmental Health Specialist or Environmental Health Specialist-In-Training to Take Non-Emergency Enforcement Action.

**Motion:** Ms. Lolli moved, seconded by Ms. Miller to approve MBHE Ordinance No. 2025-02.

**Roll call vote:** Yes-6 (Lolli, Bonnell, Sibcy, Baggett, Zollett, Miller). No-0. Motion Passed.

An ordinance authorizing the Health Commissioner, any Registered Environmental Health Specialist or Environmental Health Specialist-In-Training employed by the Board of Health to take action that may be taken by the Board as licensor pursuant to Ohio Revised Code section 3717.29(C)(1) in a retail food establishment or Ohio Revised Code section 3717.49(B)(1) in a food service operation.

Approval of MBHE Resolution No. 2025-01-authorizing the City's Health Commissioner to apply for, accept, and enter into a Water Pollution Control Loan Fund Agreement on behalf of the Middletown Board of Health for the repair and replacement of home sewage treatment systems and declaring an emergency.

**Motion:** Ms. Lolli moved, seconded by Ms. Miller to approve MBHE Resolution No. 2025-01.

**Roll call vote:** Yes-6 (Lolli, Bonnell, Sibcy, Baggett, Zollett, Miller). No-0. Motion Passed.

Approval of contract template to repair/replace home sewage treatment systems under the WPCLF

**Motion:** Ms. Lolli moved, seconded by Ms. Miller to approve the contract template.

**Roll call vote:** Yes-6 (Lolli, Bonnell, Sibcy, Baggett, Zollett, Miller). No-0. Motion Passed.

### 1<sup>st</sup> Quarter Report-2025

The 2025 1<sup>st</sup> Quarter Report was included in the BOH packet along with the 2024 1<sup>st</sup> Quarter Report for comparison.

## REPORTS

### Health Commissioner

Ms. Phillips Carter informed the board that the mayor presented CMHD with a proclamation at last week's City Council meeting celebrating National Public Health Week. Ms. Phillips thanked the mayor, Ms. Baggett and Ms. Lolli for being present at the council meeting and stated that CMHD is a great place to work with great staff and board members.

Ms. Phillips Carter informed the board that the price of security paper (birth and death certificate paper) is increasing substantially this year, noting that neighboring health departments are considering increasing fees for birth and death certificates and we may want to discuss this further in the future.

Ms. Phillips Carter informed the board that the city is having a "Trash Bash" on April 26<sup>th</sup> from 8:30 am to 12:30 pm at three locations across the city.

Ms. Phillips Carter informed the board that Black Maternal Health week is observed from April 11-17. This week is meant to raise awareness about the disparities in maternal health outcomes among black women and advocate for policies and actions to improve their well-being. It is also Infant Mortality week, this is a joint effort to highlight the significant disparities in maternal and infant health outcomes and to advocate for solutions.

### Medical Director

Dr. Jennewine reported the March communicable disease case numbers.

Chlamydia infection	23
COVID-19	124
CPO	1
Gonococcal Infection	5
Hepatitis B	1
Hepatitis C	4
Influenza-associated hospitalization	28
Syphilis	1
Tuberculosis	1

### Director of Nursing

Ms. Corbin informed the board that she will be attending one day of the Spring Ohio Public Health Conference.

Ms. Corbin stated that the Health Fair planning is moving right along with save the dates to come in the near future. The next planning meeting will be held May 3<sup>rd</sup>.

Ms. Corbin informed the board that both hospitalizations and the number of communicable diseases reported have decreased from February to March.

Ms. Corbin stated that all of the PHEP deliverables have been completed and we are waiting on the notice of approval of award from the Ohio Department of Health.

### Environmental Director

Ms. Ealy informed the board that CMHD received three plan reviews and approved one mobile (Hook Fish and Chicken) and two food service operations (Eddy's and Sportzone). Three new facilities were licensed ('N Box, Starbucks and Mr. Hibachi). There were two change of ownerships (Hector's and Fresh's). CMHD is waiting to receive plans from three additional facilities (Blind Ernie's, Fraziers and Good Morning Wrap).

Ms. Ealy informed the board that pool license renewal applications have been sent and payment is due by May 1<sup>st</sup>.

Ms. Ealy informed the board that all food and tobacco facilities have now paid for their licenses.

Ms. Ealy stated that Accela training will continue with five days of training the week of April 14<sup>th</sup>.



City of Middletown Health Department  
Middletown, Ohio  
*Connected and Healthy Community to Live, Work and Play*

Ms. Ealy informed the board that there are 136 non-payments for septic permit fees. EH Specialists are hand delivering the remaining notices and 30 days after it is delivered, it can be assessed to property taxes.

#### Board Member Open Discussion

Dr. Zollett inquired how the government funding cuts would affect the health department.

Ms. Phillips Carter stated that at this time, the Workforce Development Grant has not been affected. The state has advised all local health departments to submit invoices and close up reporting so that the state can submit invoices to the federal government.

Ms. Lolli advised that the April Walk With a Doc will be held April 19<sup>th</sup> with our very own Health Commissioner Jackie Phillips Carter as the speaker.

#### ADJOURNMENT

The meeting was adjourned at 8:32AM. The next meeting will be held on May 13, 2025 at 7:30AM in Conference Room 2C.

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

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Elizabeth Slamka, President  
City of Middletown Board of Health

## City of Middletown Health Department

### April 2025 Financial Notes

#### Vital Statistics

- \$9,770.40 Revenue Earned
- 835 Certificates Sold
- 84 Burial Permits Sold

*The Vital Stats department just completed the busiest 1st quarter in sales since 2017.*

*It is estimated that more than 50% of Ohioan's still have not obtained their Real ID*

#### Environmental

- \$8,484.00 Revenue Earned

#### Indigent Services

- \$7,522.00 Spent of the \$35,000 Budget for Indigent Services for 2025
- 10 Applications approved

#### Current Grants

- Workforce Development (WF-23) Active through 11/30/2027 - \$495,000 (*Target \$100K/Yr.*)
  - Multi-year project to support the development of current and future public health workforce
    - Original Award granted to CMHD \$435,000
    - \$10,000 awarded to all LHD's in Ohio for Equity specific training. (*This \$10K has been spent*)
    - The state has added Accreditation efforts to the WF grant in the amount of \$50,000.00 (*Funding not received yet-still in pending status for disbursement*).
    - **\$151,910.52 - Deposited to date**
- Public Health Emergency Preparedness (PHEP) 7/1/2024-6/30/2025 - \$23,837.70
  - **\$14,145.17 Deposited to date**-The final deliverables to close the 2024-2025 PHEP grant have been submitted and payment is pending \$9,692.53.
  - The 2025-2026 PHEP grant will be presented to the board next month.
- Allotrac Medicaid Billing (MAC Billing) 1/01/2025-12/31/2025
  - Yearly agreement. Payments approved quarterly
    - **\$43,707.35 Deposited to date**
- Smoking State Reimbursement
  - **\$350.00 - Deposited to date**
- State Health Subsidy Reimbursements & Vital Statistics Reimbursements
  - State Subsidy (January) OAC 3701-36 - **\$9,329.20 deposited 2/12/2025**
  - State Subsidy (February) OAC 3701-36 - **\$19,082.63 deposited 2/28/2025**
  - Vital Stats (February) - **\$3,718.75 deposited 2/12/2025**
  - Vital Stats (May)- *Waiting on reimbursement*

**Revenue Report**  
**As Of: 1/1/2025 to 5/31/2025**

Account	Description	Budget	MTD Revenue	YTD Revenue	Uncollected	% Collected
228.000.46780	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Interest/Contributions/Rentals/Leases/Misc Totals:	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Reimbursements/Transfers						
228.000.49100	REIMBURSEMENTS	\$0.00	\$0.00	\$11,419.68	(\$11,419.68)	N/A
228.000.49330	FROM INCOME TAX	\$250,000.00	\$0.00	\$75,000.00	\$175,000.00	30.00%
228.000.49385	FROM CORONAVIRUS RELIEF FUND	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Reimbursements/Transfers Totals:	\$250,000.00	\$0.00	\$86,419.68	\$163,580.32	34.57%
	Revenue Totals:	\$706,510.00	\$0.00	\$426,856.99	\$279,653.01	60.42%
228 Total:		\$706,510.00	\$0.00	\$426,856.99	\$279,653.01	60.42%
Grand Total:		\$706,510.00	\$0.00	\$426,856.99	\$279,653.01	60.42%
					Target Percent:	41.67%

# City of Middletown

## Expense Report

Accounts: 228.450.51110 to 228.450.59200

Account Access Group: N/A

Include Inactive Accounts: No

As Of: 1/1/2025 to 5/31/2025

Include Pre-Encumbrances: No

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
228	HEALTH FUND							Target Percent: 41.67%
<b>Health Admin</b>								
<b>Personal Services</b>								
228.450.51110	SALARIES & WAGES	\$670,630.00	\$24,608.41	\$221,694.22	\$448,935.78	\$0.00	\$448,935.78	33.06%
228.450.51120	OVERTIME WAGES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.51211	PERS	\$93,888.00	\$0.00	\$27,620.50	\$66,267.50	\$19.97	\$66,247.53	29.44%
228.450.51220	WORKERS COMPENSATIO	\$26,825.00	\$0.00	\$1,280.46	\$25,544.54	\$25,544.54	\$0.00	100.00%
228.450.51230	GROUP HEALTH INSURANC	\$90,018.00	\$0.00	\$22,504.53	\$67,513.47	\$0.00	\$67,513.47	25.00%
228.450.51231	HEALTH SAVINGS ACCOUN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.51240	UNEMPLOYMENT COMPEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.51270	MEDICARE-CITY SHARE	\$9,724.00	\$343.19	\$2,651.14	\$7,072.86	\$0.00	\$7,072.86	27.26%
228.450.51275	LIFE INSURANCE	\$1,825.00	\$0.00	\$608.40	\$1,216.60	\$0.00	\$1,216.60	33.34%
228.450.51290	EMPLOYEE AWARDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Personal Services Totals:	\$892,910.00	\$24,951.60	\$276,359.25	\$616,550.75	\$25,564.51	\$590,986.24	33.81%
<b>Contractual Services</b>								
228.450.52110	TRAVEL & TRAINING	\$4,000.00	\$0.00	\$433.00	\$3,567.00	\$0.00	\$3,567.00	10.83%
228.450.52111	MANDATORY TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52120	EMPLOYEE MILEAGE REIM	\$3,000.00	\$0.00	\$632.47	\$2,367.53	\$0.00	\$2,367.53	21.08%
228.450.52222	TELEPHONE LINE CHARGE	\$5,640.00	\$0.00	\$2,113.76	\$3,526.24	\$0.00	\$3,526.24	37.48%
228.450.52230	POSTAGE AND POSTAL CH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52260	HEALTH - DUE STATE GOV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52310	MUNICIPAL GARAGE CHAR	\$3,500.00	\$0.00	\$599.28	\$2,900.72	\$0.00	\$2,900.72	17.12%
228.450.52340	EQUIPMENT/VEHICLE REN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52410	LEGAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52420	MEDICAL SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52480	OTHER PROFESSIONAL SE	\$41,085.00	\$0.00	\$5,129.22	\$35,955.78	\$0.00	\$35,955.78	12.48%
228.450.52481	WORKFORCE GRANT CON	\$32,699.95	\$0.00	\$555.00	\$32,144.95	\$12,144.95	\$20,000.00	38.84%
228.450.52482	SYRINGE EXCHANGE PRO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52488	HEALTH DEPT COVID-19 EX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52490	OUTSIDE PRINTING	\$2,000.00	\$0.00	\$222.00	\$1,778.00	\$0.00	\$1,778.00	11.10%
228.450.52510	MAINTENANCE OF EQUIPM	\$8,000.00	\$0.00	\$1,308.74	\$6,691.26	\$0.00	\$6,691.26	16.36%
228.450.52680	MEDICAL LIABILITY INSURA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52820	LICENSES AND PERMITS	\$11,855.00	\$0.00	\$1,333.00	\$10,522.00	\$0.00	\$10,522.00	11.24%
228.450.52920	MEMBERSHIPS, BOOKS, PE	\$1,500.00	\$0.00	\$361.63	\$1,138.37	\$0.00	\$1,138.37	24.11%
228.450.52930	PHOTO SUPPLIES & PROC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.52940	INDIGENT BURIALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Contractual Services Totals:	\$113,279.95	\$0.00	\$12,688.10	\$100,591.85	\$12,144.95	\$88,446.90	21.92%

**Expense Report**  
**As Of: 1/1/2025 to 5/31/2025**

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
<b>Commodities</b>								
228.450.53100	OFFICE SUPPLIES	\$2,500.00	\$0.00	\$810.79	\$1,689.21	\$0.00	\$1,689.21	32.43%
228.450.53101	SUPPLIES FOR HIV GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.53102	HARM REDUCTION SUPPLI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.53210	FOOD	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00%
228.450.53510	SUPPLIES TO MAINTAIN EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.53610	SMALL TOOLS & EQUIPME	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
228.450.53620	MAJOR TOOLS & EQUIP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.53710	CHEMICALS & LAB SUPPLI	\$700.00	\$0.00	\$150.00	\$550.00	\$0.00	\$550.00	21.43%
	Commodities Totals:	\$3,900.00	\$0.00	\$960.79	\$2,939.21	\$0.00	\$2,939.21	24.64%
<b>Capital Outlay</b>								
228.450.54300	COMPUTERS & OTHER PE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.54310	AUTO & TRUCK DEPRECIA	\$4,800.00	\$0.00	\$1,745.48	\$3,054.52	\$0.00	\$3,054.52	36.36%
228.450.54320	OFFICE MACHINERY & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.54360	OTHER EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
228.450.54370	COMPUTER SOFTWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Capital Outlay Totals:	\$4,800.00	\$0.00	\$1,745.48	\$3,054.52	\$0.00	\$3,054.52	36.36%
<b>Refunds</b>								
228.450.59200	MISCELLANEOUS REFUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Refunds Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	Health Admin Totals:	\$1,014,889.95	\$24,951.60	\$291,753.62	\$723,136.33	\$37,709.46	\$685,426.87	32.46%
<b>228 Total:</b>		<b>\$1,014,889.95</b>	<b>\$24,951.60</b>	<b>\$291,753.62</b>	<b>\$723,136.33</b>	<b>\$37,709.46</b>	<b>\$685,426.87</b>	<b>32.46%</b>
<b>Grand Total:</b>		<b>\$1,014,889.95</b>	<b>\$24,951.60</b>	<b>\$291,753.62</b>	<b>\$723,136.33</b>	<b>\$37,709.46</b>	<b>\$685,426.87</b>	<b>32.46%</b>
						Target Percent:	41.67%	

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

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

Ohio Department of Health ("ODH")	Entity Name ("Designee")
Regulatory Enforcement Bureau, Smoke-Free Workplace Program	Middletown City Health District
Bill Robbins, Bureau Chief ("ODH Agreement Manager")	Entity Address:
246 North High Street, Columbus, Ohio 43215	1 Donham Plz, Middletown, OH 45042-1932
614-466-7218	Entity Contact Name ("Authorized Representative")
bill.robbins@odh.ohio.gov	Carla Ealy, Director of Environmental Health
	Contact Email Address:
	carlae@cityofmiddletown.org
	Contact Phone Number: (513) 425-7853
	OAKS ID Number-Address Code: 53012-07

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

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

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

- 1.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:
- 1.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

7/1/2025

6/30/2027

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

**2. AGREEMENT FUNDING.**

- 2.1. Agreement Funding Source:

General Revenue Fund ("GRF")

- 2.2. Grant Award Number:

N/A

- 2.3. CFDA Number:

N/A

- 2.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.") 3794.07  
& 3794.09;  
Ohio Administrative Code ("O.A.C.")  
Chapter 3701-52

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

*JPC*

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

*JPC*

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

*JPC*

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

*JPC*

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

*JPC*

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

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

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

4.1. N/A

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

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

**DESIGNEE****OHIO DEPARTMENT OF HEALTH**

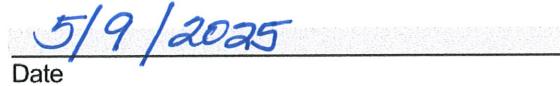
Jacqueline Phillips Carter  
[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health



Jacqueline Phillips Carter, Health Commissioner  
[Print Name & Title]

Date



5/9/2025  
[Signature, Blue Ink Please]

Date

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

1. SCOPE OF WORK, DELIVERABLES & COMPENSATION.

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

	<ul style="list-style-type: none"> <li>c. Based upon preponderance of evidence standard during an investigation, determine if a violation is observed, including the presence of smoke, smoking material or presence of containers that are not traditionally defined as ashtrays being used or having been used for the deposit of cigarette or cigar ashes; and,</li> <li>d. Evaluate outdoor patio areas for compliance with rules.</li> </ul>
5.5.	Designee shall complete all investigation(s) with the issuance of a dismissal letter, notice of violation or a proposed civil fine letter within sixty (60) calendar days of the issuance of the NOR.
5.6.	Designee shall provide requested case documents to ODH, within ten (10) days after receipt of a request for administrative review. Administrative reviews will be conducted by ODH. Departmental Reviews will be conducted by the designee.
5.7.	Designee shall participate in pre-hearing and/or administrative reviews which may be held by audio, web, video or in-person at the local designee's location..
5.8.	Investigations completed outside of established Agreement guidelines will be denied payment. Designee may, after receipt of denial from ODH, submit a "Reconsideration for Payment" request. Requests for Reconsideration must be received during the ODH established review period. Requests for reconsideration must be submitted in writing (electronically) and must include any supportive documentation. (e.g., explanation for reconsideration, the investigation number, the business name, and any other information deemed pertinent)
5.9	Designee is responsible to keep their investigation information updated in ODH Smoke Free Web Based Application. The Designee information in the ODH Smoke Free Web Based Application will be used to determine compensation to the Designee.

<b>TOTAL AGREEMENT AMOUNT</b>	<b>Payment for each completed investigation shall not exceed \$175.00.</b>
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*Remainder of Page Left  
Intentionally Blank. Terms & Conditions Immediately Follow this Page.*

## 1. AGREEMENT TERMS AND CONDITIONS.

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

1.2.1. Invoices. Designee shall invoice ODH for work or services Designee provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will reimburse Designee within thirty (30) days of receipt of a valid invoice for the amount of payment due. ODH shall return any invalid or incomplete invoice to Designee within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Designee no later than thirty (30) days after the end of the Agreement Period.

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

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

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

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

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

### 1.3. Time of Performance & Amendments.

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

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

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

1.3.3. Pursuant to O.R.C. 126.07, this Agreement is not valid or enforceable in any fiscal year unless the director of budget and management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations. Designee shall not perform or charge ODH for any work performed by Designee in the time period prior to receiving written notification from ODH that the requirements of

O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. Designee shall neither perform work nor submit an invoice for payment for any Agreement performance after the Agreement Ending Date.

- 1.1. **Suspension and Termination**. ODH may suspend or terminate this Agreement for any reason by providing thirty (30) days written notice to Designee. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Designee if ODH (i) discovers any illegal conduct on the part of Designee; (ii) discovers any violation of §6.7 regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation of §6.13 regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §6.2.11; (v) is subject to a loss of funding as specified in §6.2.6; (vi) discovers that Designee or any of its sub-contractors has performed any services under this Agreement in violation of §6.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Designee. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against Designee, Designee shall immediately notify ODH of the filing.
  - 1.1.1. **Designee to Cease Work and Other Agreement Activities**. Designee, upon effective date of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require.
  - 1.1.2. **Determining Compensation after Agreement Suspension or Termination**. With the exception of a material breach or default as specified in §6.5, in the event of suspension or termination under this Agreement, Designee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the compensation rate set forth in §5 and §6.2, less any funds previously paid by or on behalf of ODH. In the case of services for which Designee's compensation is based upon a fixed fee per deliverable, compensation shall be based on a reasonable percentage of the total services performed, as determined by ODH, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Designee shall not exceed the total amount of compensation allowed by this Agreement.
- 1.2. **Breach or Default**.
  - 1.2.1. **Material Breach**. Upon a Material Breach of the Agreement, as designated in §6.2.11 and §6.12, ODH may unilaterally terminate this Agreement without compensation to Designee as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that ODH offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.
  - 1.2.2. Upon breach or default by Designee of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.
  - 1.2.3. If ODH or Designee fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §5, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
  - 1.2.4. A breach or default based upon Designee's failure to comply with §6.12 is subject to that section with regard to Agreement termination, sanctions, and damages.
- 1.3. **Independent Contractor**. Designee acknowledges and agrees any individual providing personal services under this agreement is not an ODH public employee (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Designee's end product, ODH does not control the manner in which Designee performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Designee assumes responsibility for tax liabilities that result from compensation

paid to Designee by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Designee to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).

1.1. Conflict of Interest and Ethics Laws.

- 1.1.1. Neither Designee, nor any officer, member or employee of Designee, shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 1.1.2. Designee hereby covenants that neither Designee, or any officer, member, or employee of Designee, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 1.1.3. Designee shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Designee shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 1.1.4. Designee hereby covenants that Designee and any officer, member or employee of Designee are in compliance with O.R.C. 102.04 and that if Designee is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 1.1.5. Designee hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 1.1.6. Designee hereby certifies and affirms that, as applicable to Designee, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Designee's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Designee shall return to ODH all monies paid to Designee under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

1.2. Nondiscrimination and Equal Employment Opportunity.

- 1.2.1. In carrying out this Agreement, Designee will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Designee shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
  - 1.2.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment; and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80.
  - 1.2.1.2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86.
  - 1.2.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85.
  - 1.2.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91.

1.2.1.1. 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.

1.3. **"Sweatshop Free" Certification.** Designee hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Designee in furnishing the supplies or services pursuant to this Agreement. If it is determined that Designee's certification of this requirement is false or misleading, then Designee understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

1.4.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Designee. Where there is a question as to whether information is public or private, ODH shall make the final determination. Designee shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Designee agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the contract period a proceeding has been filed by or against Designee which would compel disclosure of private information under this Agreement, Designee shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Designee for work under this Agreement.

1.4.2. Pursuant to O.R.C. 149.43, all proprietary information of Designee shall be held to be strictly confidential by ODH. Proprietary information is information which, if made public, would put Designee at a disadvantage in the marketplace and trade of which Designee is a part. Designee is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Designee's assertion of the proprietary nature of any information to be provided.

1.4.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Designee shall be retained and made available by Designee for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Designee shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.

1.5. **Disclosure of Personal Health Information.** Designee hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Designee will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Designee shall comply with 45 C.F.R.164.504(e)(2)(ii). Designee shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Designee hereby agrees that anytime information is provided or made available to any subcontractor or agent, Designee must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Designee must obtain ODH approval prior to entering into such agreements. Further, Designee agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Designee's obligations under this Agreement.

1.6. **Prohibition of the Expenditure of Public Funds for Offshore Services.** No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Designee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Designee for purchases or investments in a Russian institution or company in

violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Designee must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Designee understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Designee changes the locations(s) disclosed on the Affirmation and Disclosure Form, Designee must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

1.1.

- 1.1.1. **Termination, Sanction, Damages.** If Designee or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Designee or any of its subcontractors perform any such services, Designee shall immediately return to ODH all funds paid for those services. ODH may also recover from Designee all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Designee performing services outside the United States.
- 1.1.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Designee. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 1.1.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 1.1.4. ODH, in its sole discretion, may provide written notice to Designee of a breach and permit Designee to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Designee any costs associated with acquiring those substitute services.
- 1.1.5. Notwithstanding ODH permitting a period of time to cure the breach or Designee's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Designee performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 6.13. **Drug Free Workplace.** Designee shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Designee shall make a good faith effort to ensure that all employees of Designee do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 6.14. **Security & Safety Rules.** When using or possessing ODH data or accessing State of Ohio networks and systems, the Designee, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity, including the "Supplier" security terms and conditions set forth by the Ohio Department of Administrative Services found at: <https://das.ohio.gov/technology-and-strategy/information-security-privacy/information-security-governance>. When on any property owned or controlled by the State of Ohio, the Designee must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 6.15. **Trade.**
  - 6.15.1. Pursuant to Section 9.76(B) of the Ohio Revised Code, Designee warrants that Designee is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement Period.
  - 6.15.2. The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Designee certifies that it, its subcontractors, and any agent of the Designee or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within,

or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

**6.13. Compliance.**

- 6.13.1. Designee affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Designee further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Designee agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 6.13.2. Designee certifies that Designee is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Designee is federally debarred from participating in government contracts funded by federal money, for whatever reason, Designee shall immediately notify ODH of the debarment.
- 6.13.3. Designee certifies that all approvals, licenses, registrations or other qualifications required by this Agreement, or by any local, state, or federal law, have been obtained. If at any time during the Agreement Period Designee fails to maintain such approvals, licenses, registrations or other qualifications, for whatever reason, Designee shall immediately notify ODH.
- 6.13.4. Designee certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement, with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.

6.14. **Trafficking Victims Act.** In carrying out this Agreement, Designee, its employees, subcontractors and their employees shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and 2 CFR Part 175. Designee must include this provision in its contracts and subcontracts under this Agreement. Designee must inform ODH immediately of any information regarding violation of the foregoing. Designee understands that its failure to comply with this provision may subject ODH to loss of federal funds. Designee agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.

6.15. **Limitation of Liability.** Designee agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH; and ODH agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any such responsibility on the Designee. ODH's liability for damages, whether in contract or in tort, shall not exceed the Total Agreement Amount or the amount of direct damages incurred by Designee, whichever is less, and is the Designee's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

6.16. **Insurance.** Until all obligations under this Agreement are satisfied, and without limiting Designee's indemnification obligations herein, Designee shall procure and maintain, for the duration of the Agreement, the insurance policies set forth below. Designee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Designee, its agents, representatives, or employees. Designee shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency. Coverage shall be at least as broad as:

- 6.16.1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall

apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The defense costs shall be outside the policy limit. The State of Ohio, its officers, officials and employees are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Designee including materials, parts, or equipment furnished in connection with such work or operations.

- 6.16.1. Automobile Liability insurance covering, Code 1 (any auto), or if Designee has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 6.16.2. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Designee is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Designee must provide a letter stating that it is exempt and agreeing to hold State of Ohio harmless from loss or liability for such.
- 6.16.3. In lieu of providing the policies of insurance in the amounts specified in this section, Designee instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Designee is one of the following: A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357; 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 a "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.
- 6.17. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Designee. Designee shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Designee an unlimited license to use work and materials produced by Designee under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant Number [insert grant number] from [insert federal funding agency]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of [insert federal funding agency]." Designee shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 6.18. Assignment. Designee will not assign any of its rights or delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 6.19. Attachments. Attachments and documents referenced in this Agreement are made a part hereof and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 6.20. Governing Law. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement.
- 6.21. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.

6.13. Headings. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.

6.14. Survival. Except as expressly stated otherwise in this Agreement, all sections herein relating to payment, confidentiality, license and ownership, liability, record retention, audit, publicity, conflicts of interest and ethics, warranties and limitations on damages shall survive the termination or expiration of this Agreement.

6.15. Notices.

6.15.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.

6.15.2. Method of Notice. All notices shall be given: (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Designee's Authorized Representative," or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.

6.15.3. 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.

6.16. OMB Omni-Circular. If applicable, Designee must meet the requirements and comply with the federal Office of Management and Budget (OMB) Omni-Circular, 2 CFR Part 200.

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

## ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM

## EXECUTIVE ORDER 2022-02D

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

March 2022

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

## AFFIRMATION AND DISCLOSURE FORM

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

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

## 1. Principal location of business of Contractor:

1 Donham Plaza  
(Address)

middletown, OH 45042  
(City, State, Zip)

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

City of middletown Health Dept. 1 Donham Plaza, middletown, OH  
(Name) 45042  
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

## 2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

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

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

(Address)

(Address, City, State, Zip)

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

(Name)

(Address, City, State, Zip)

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

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

By: Jacquelyn Carter

Contractor

Print Name: Jacquelyn CarterTitle: Health CommissionerDate: 5/9/2025



## Butler County Monthly Communicable Disease Surveillance Report

April of 2025

Josh Melegari, MPH  
Josh.melegari@bcohio.gov

### Notifiable Communicable Diseases

#### Summary:

- Number of Disease Cases Reported in Butler County: 525
- Most Frequently Reported: COVID-19, Chlamydia, Hepatitis C, Gonococcal infection, Pertussis

**Table 1. Comparison of Reported Cases of Confirmed or Probable Notifiable Communicable Diseases, April 2025** (excluding Chlamydia infection and gonorrhea)

	Reported Cases	Rate per 100,000	Rate Ratio	Confidence Interval
State of Ohio (excluding BC)	8959	78.5	-	-
Butler County	425	108.9	1.39	1.26-1.53

**Interpretation:** The residents of Butler County were 39% 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)

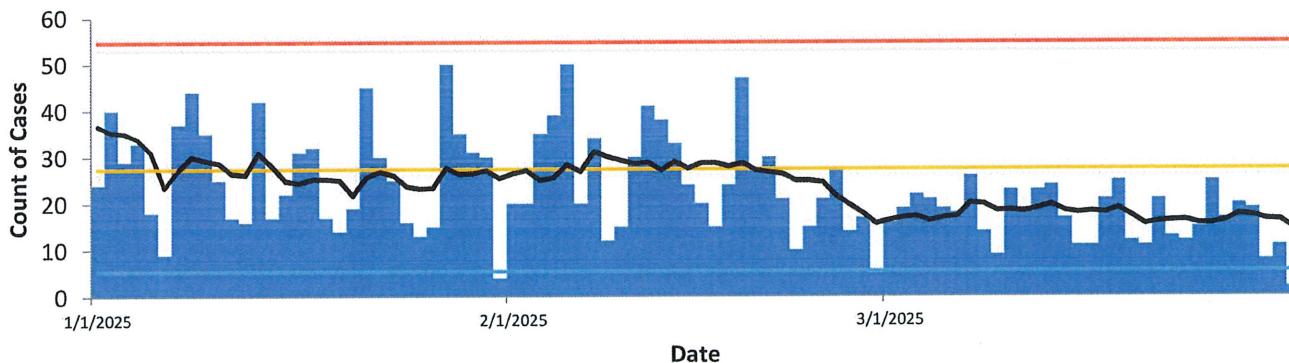
**Table 2.\* Communicable Diseases by Jurisdiction (April 2025)**

Jurisdiction	Count	Rate per 100,000	Change from Previous Month
Butler County General Health District	333	120.7	↓33.5% from March 2025 (n=501)
Middletown City Health Department	95	186.2	↓49.5% from March 2025 (n=188)
City of Hamilton Health Department	124	195.6	↓9.5% from March 2025 (n=137)
Butler County (all inclusive)	552	141.4	↓33.2% from March 2025 (n=826)

**Table 3.\* Butler County Reportable Diseases by Subgroups (April 2025)**

Reportable Disease Subgroup	Count	Trend
Viral Hepatitis (B and C)	40	↓18.4% from March 2025 (n=49)
Sexually-Transmitted Infections (Chlamydia infection, Gonorrhea, Syphilis and HIV)	132	↑24.5% from March 2025 (n=106)
Enteric Diseases (Hepatitis A, Amebiasis, Campylobacteriosis, Cryptosporidiosis, Cyclosporiasis, STEC, Giardiasis, Salmonellosis, Shigellosis, Vibrios and Yersiniosis)	20	↑5.3% from March 2025 (n=19)
Vaccine-Preventable Diseases (COVID-19, influenza-associated hospitalizations, <i>Haemophilus influenzae</i> , Bacterial meningitis, Mumps, Pertussis, invasive <i>Streptococcus pneumoniae</i> , Tetanus, and Varicella)	329	↓47.9% from March 2025 (n=631)

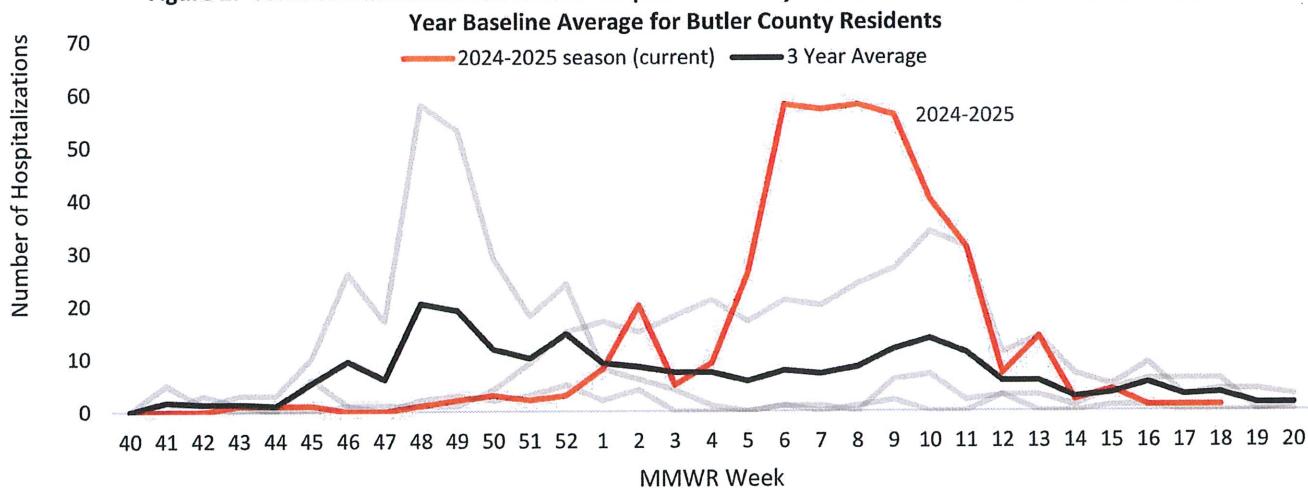
**Figure 1. Reported Cases of COVID-19 by Date of Event 2025\***



\*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. Report reflects diseases reported to ODH for the period of April 1 - 30, 2025, unless otherwise noted. Table 5 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 05/05/2025.

**Table 4. \*Diseases Reported in Butler County (April 2025)**

Jurisdictions	Butler County General Health District	City of Hamilton Health Department	Middletown City Health Department	Butler County (all inclusive)
Anaplasmosis-Anaplasma phagocytophilum	1	0	0	1
C. auris	2	2	3	7
COVID-19	190	62	42	294
CPO	4	1	2	7
Campylobacteriosis	3	1	1	5
Chlamydia infection	52	31	18	101
E. coli, Shiga Toxin-Producing (O157:H7, Not O157, Unknown Serotype)	1	0	0	1
Giardiasis	3	0	0	3
Gonococcal infection	16	3	8	27
Hepatitis A	6	1	1	8
Hepatitis B (including delta) - acute	0	1	0	1
Hepatitis B (including delta) - chronic	4	2	3	9
Hepatitis C - chronic	15	8	7	30
Influenza-associated hospitalization	9	0	0	9
Lyme Disease	0	2	0	2
Meningitis - aseptic/viral	2	0	0	2
Pertussis	15	1	6	22
Salmonellosis	2	0	0	2
Shigellosis	0	1	0	1
Spotted Fever Rickettsiosis,including Rocky Mountain spotted fever (RMSF)	1	0	0	1
Strep Pneumoniae - invasive	2	0	2	4
Streptococcal - Group A -invasive	3	2	0	5
Syphilis	1	2	1	4
Tuberculosis	0	2	1	3
Vibriosis (not cholera)	1	0	0	1
West Nile virus disease (also current infection)	0	2	0	2
<b>Total</b>	<b>312</b>	<b>95</b>	<b>118</b>	<b>525</b>

**Figure 2. Confirmed Influenza-Associated Hospitalizations by MMWR Week with Past 3-Years and 3**

\*Data is provisional and subject to change – Table 1 does not include Gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika virus disease, of which only probable and confirmed cases are reported and Novel Influenza A of which only confirmed cases are reported. Report reflects diseases reported to ODH for the period of April 1 - 30, 2025, unless otherwise noted. Table 5 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 05/05/2025.

## Butler County Reportable Disease Surveillance

Table 5 outlines Butler County's select, reportable disease counts by year, that were classified as either "probable" or "confirmed" during the years of 2020 through 2025 and provides a 5-year average column for comparison. Graph includes those diseases that represent a consistent threat to public health.

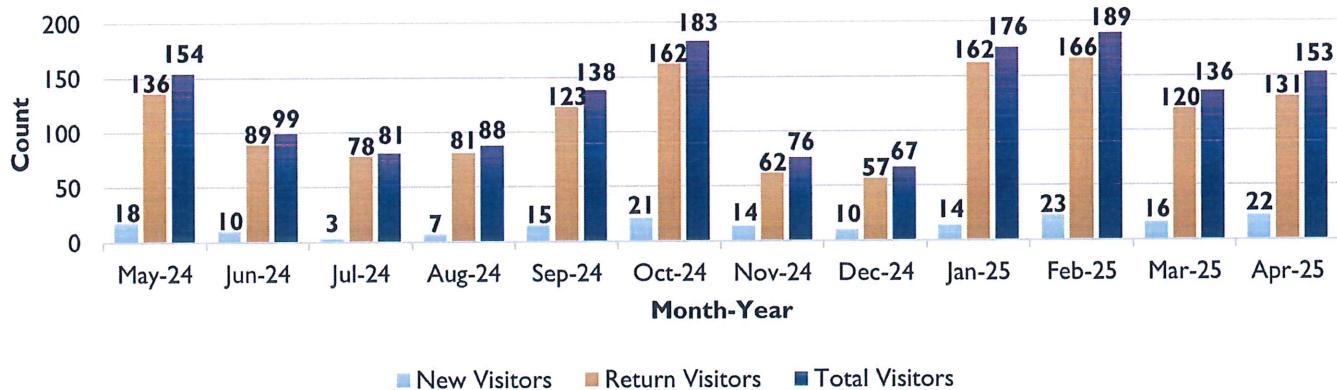
**Table 5. \* Reported Probable/Confirmed Cases in Butler County (2020–2025)**

	2020	2021	2022	2023	2024	5 Year Avg.	Up to 4/30/2025
Amebiasis	0	1	1	0	0	<1	0
Botulism- wound	0	0	1	0	0	<1	0
Brucellosis	0	2	0	0	0	<1	0
Candida auris (not reportable prior to 2019)	0	1	13	37	57	21.6	9
Campylobacteriosis	30	35	48	49	42	40.8	13
Chlamydia infection	1,512	1,406	1,359	1,321	1,208	1361.2	365
COVID-19 (not reportable prior to 2020)	26,420	39,521	49,323	12,192	9303	27351.8	2407
CPO (replaces CP-CRE) (not reportable prior to 2019)	10	11	12	93	58	36.8	21
Creutzfeldt-Jakob Disease	0	1	1	0	0	<1	0
Cryptosporidiosis	6	5	7	7	12	7.4	2
Cyclosporiasis	0	0	1	3	1	1.0	0
Dengue	0	1	1	0	1	<1	0
E. coli, Shiga-Toxin Producing	14	15	17	17	12	15.0	1
Ehrlichiosis-Ehrlichia chaffeensis	1	1	1	0	0	<1	0
Giardiasis	4	14	7	13	5	8.6	2
Gonococcal Infection	651	480	473	413	369	477.2	109
Haemophilus influenzae (invasive disease)	7	6	11	18	14	11.2	1
Hemolytic uremic syndrome	0	1	0	1	0	<1	0
Hepatitis A	2	1	0	2	0	1.0	0
Hepatitis B - acute/chronic/perinatal	67	85	78	82	69	76.2	23
Hepatitis C – acute/chronic/perinatal	486	434	390	280	234	364.8	95
HIV	17	58	38	35	44	38.4	5
Hansen's disease	0	0	1	0	0	<1	0
Influenza-associated Hospitalization	266	18	306	70	333	198.6	393
Legionellosis – Legionnaires' Disease	10	10	15	12	14	12.2	3
Listeriosis	0	0	1	2	0	<1	0
Lyme Disease	2	0	2	2	5	2.2	0
Malaria	2	1	3	4	3	2.6	0
Measles – imported outside Ohio	0	0	0	0	1	<1	0
Meningitis – aseptic/viral	9	14	10	10	26	13.8	1
Meningitis – bacterial (not N. meningitidis)	3	3	11	10	11	7.6	3
Meningococcal dz. – Neisseria meningitidis	0	0	0	0	3	<1	0
MIS-C associated with COVID-19	0	15	7	1	0	4.6	0
Mpox (not reportable prior to 2022)	-	-	4	0	0	1.3	0
Mumps	0	0	0	0	1	<1	0
Pertussis	13	3	3	5	65	17.8	41
Salmonellosis	20	26	34	54	36	34.0	9
Salmonella Paratyphi	0	0	0	1	1	<1	0
Salmonella Typhi (Typhoid Fever)	0	2	0	1	2	1.0	0
Shigellosis	8	3	6	7	12	7.2	6
Spotted Fever Rickettsiosis (including RMSF)	2	0	1	0	0	<1	0
Streptococcal – Group A – invasive	27	24	34	39	31	31.0	9
Streptococcal – Group B – in newborn	1	0	1	1	0	<1	1
Streptococcus pneumoniae – Invasive	31	33	40	43	40	37.4	23
Syphilis (all stages)	17	23	45	66	55	41.2	12
Tuberculosis (active)	6	7	8	7	13	8.2	6
Varicella	1	5	8	19	11	8.8	0
Vibriosis (not Cholera)	0	2	2	3	2	1.8	1
West Nile Virus Disease	0	0	0	1	0	<1	0
Yersiniosis	0	1	2	4	4	2.2	1

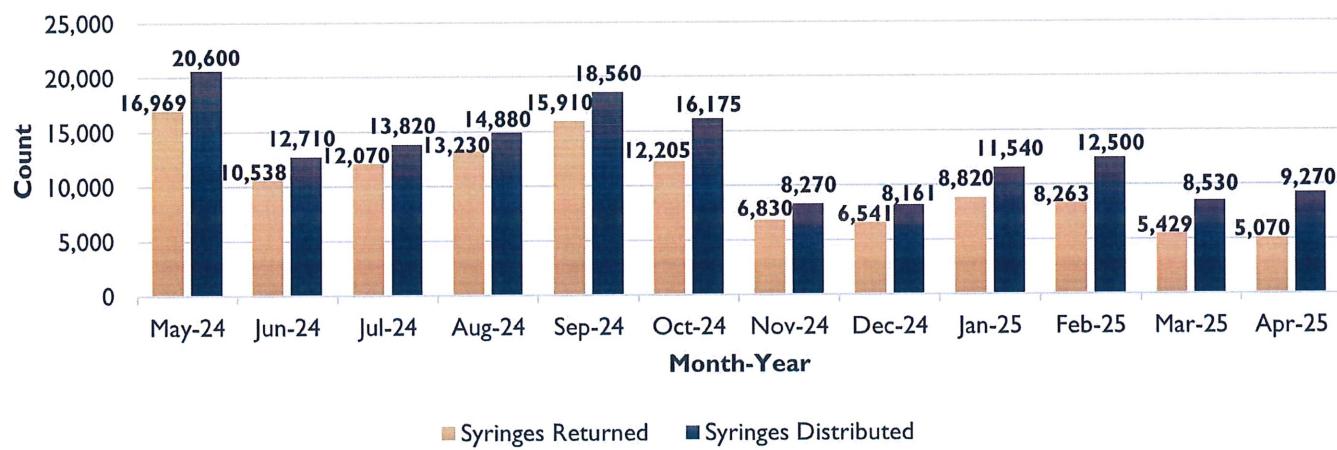
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**Figure 1: Fairfield SSP Site Visitors by Month for 2024 and 2025**



**Figure 2: Syringes Returned and Distributed by Month for the Fairfield SSP Site for 2024 and 2025**



**Table 1: Syringes Returned and Distributed by Visitors' Home County of Residence for the Fairfield SSP Site for April 2025**

County	Syringes Returned	Syringes Distributed	Percent Returned
Butler County, OH	4,490	8,570	52.39%
Hamilton County, OH	520	560	92.86%
Warren County, OH	60	140	42.86%
<b>Total</b>	<b>5,070</b>	<b>9,270</b>	<b>54.69%</b>

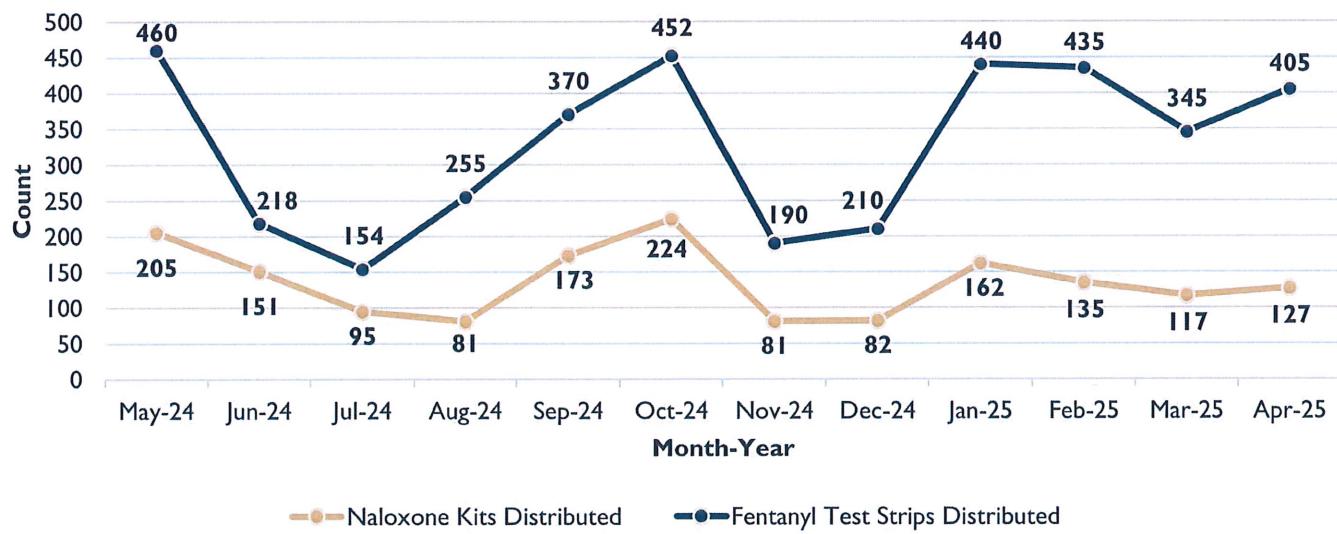




**Table 2: Syringes Returned and Distributed by Zip Code - City for the Fairfield SSP Site by Butler County Visitors' Home Residence for April 2025**

Zip Code - City	Syringes Returned	Syringes Distributed	Percent Returned
<b>Hamilton</b>			
45011	1,560	3,220	48.45%
45013	1,030	2,450	42.04%
45015	700	1,180	59.32%
<b>Hamilton Total</b>	<b>3,290</b>	<b>6,850</b>	<b>48.03%</b>
<b>Middletown</b>			
45042	200	360	55.56%
45044	540	660	81.82%
<b>Middletown Total</b>	<b>740</b>	<b>1,020</b>	<b>72.55%</b>
<b>45014 - Fairfield</b>	<b>460</b>	<b>660</b>	<b>69.70%</b>
<b>45067 - Trenton</b>	<b>0</b>	<b>40</b>	<b>0.00%</b>
<b>Butler County Total</b>	<b>4,490</b>	<b>8,570</b>	<b>52.39%</b>

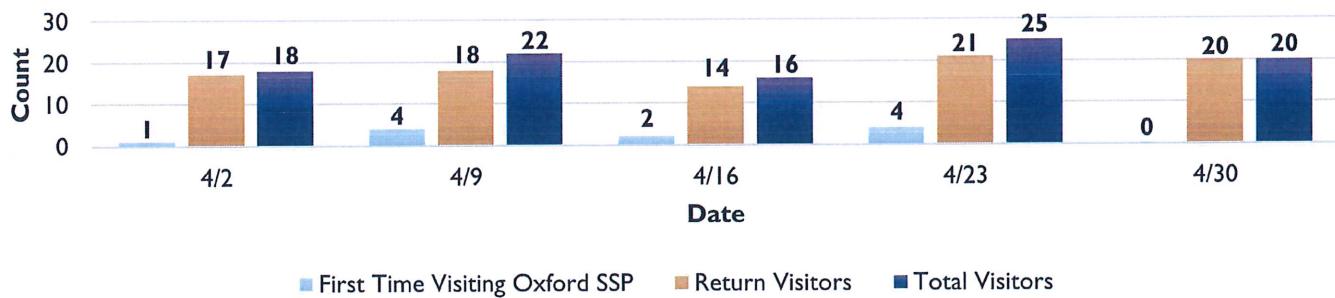
**Figure 3: Total Naloxone Kits and Fentanyl Test Strips Distributed at the Site for 2024 and 2025**



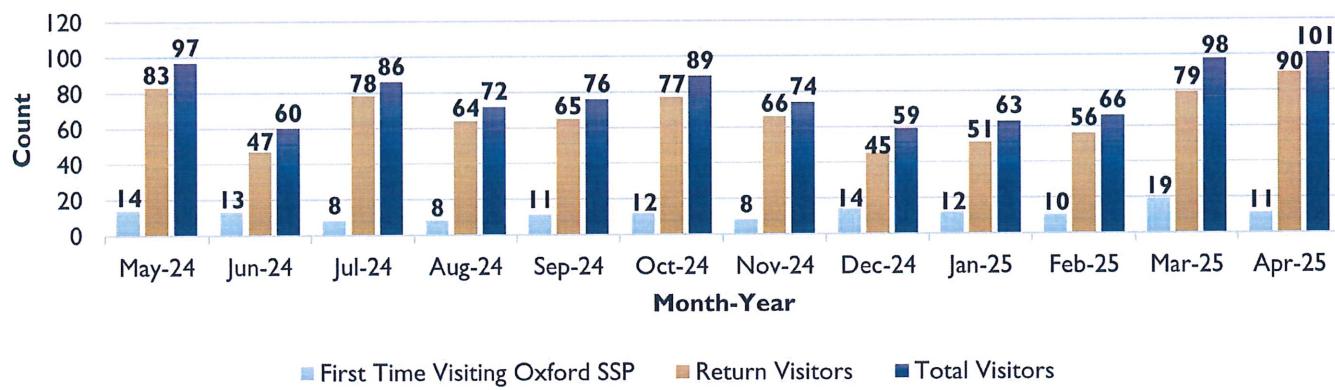
BCGHD is a PHAB Accredited Health Department



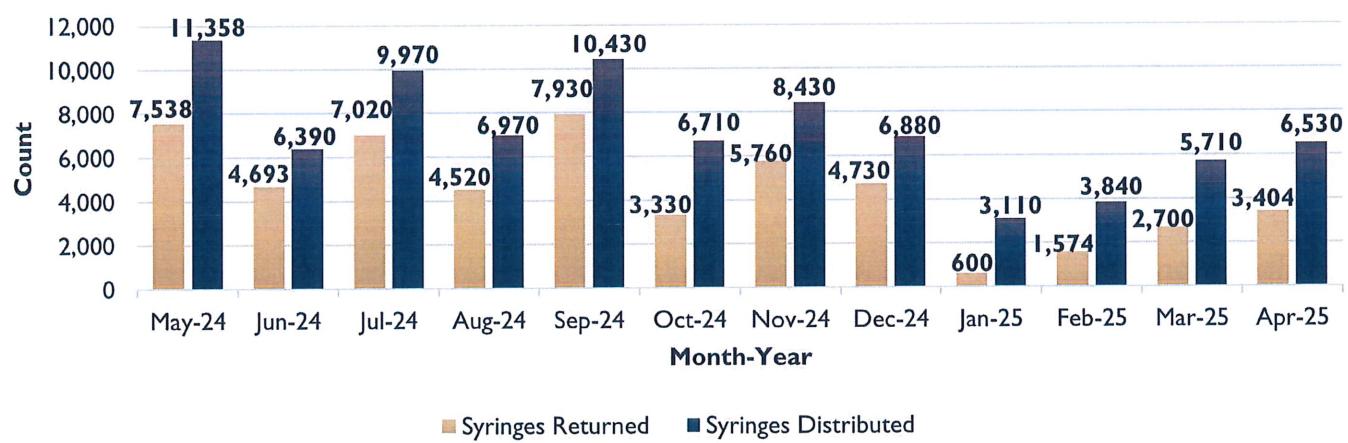
**Figure 1: Oxford SSP Site Visitors by Week for April 2025**



**Figure 2: Oxford SSP Site Visitors by Month for 2024 and 2025**



**Figure 3: Syringes Returned and Distributed by Month for the Oxford SSP Site for 2024 and 2025**

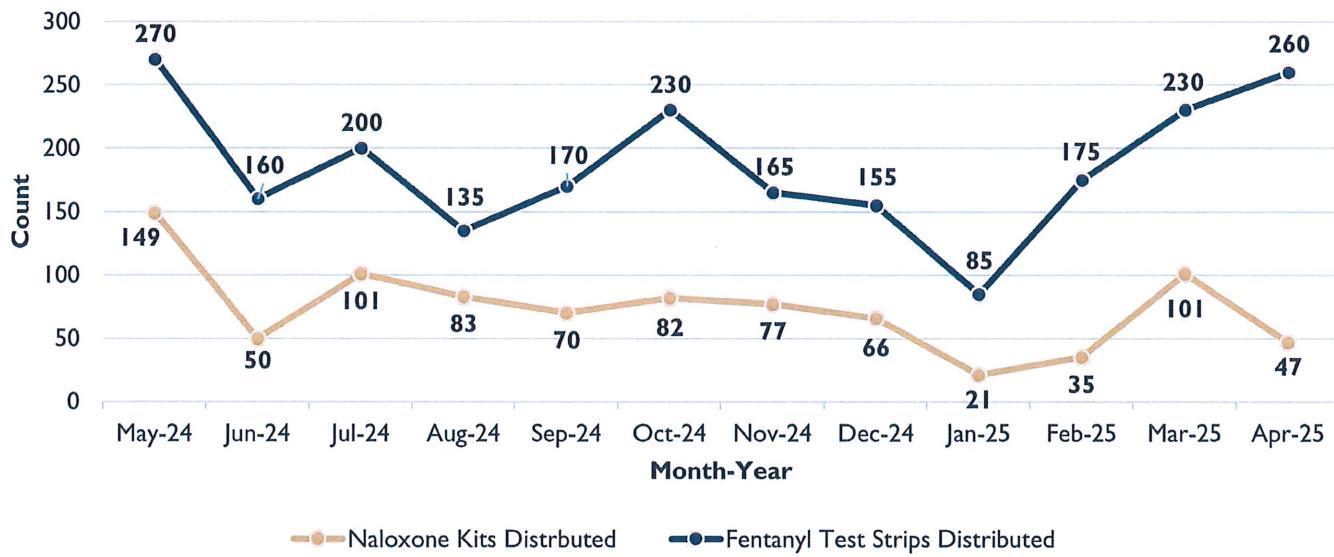




**Table I: Syringes Returned and Distributed by Zip Code – City or County for the Oxford SSP Site by Visitors' Reported Home Residence for April 2025**

County	Syringes Returned	Syringes Distributed	Percent Returned
<b>Hamilton</b>			
45011	564	1,530	36.86%
45013	1,370	2,450	55.92%
45015	0	80	0.00%
<b>Hamilton Total</b>	<b>1,934</b>	<b>4,060</b>	<b>47.64%</b>
45044 - Middletown	20	200	10.00%
45056 - Oxford	1,450	2,230	65.02%
Fayette County, IN	0	40	0.00%
<b>Total</b>	<b>3,404</b>	<b>6,530</b>	<b>52.13%</b>

**Figure 4: Naloxone Kits and Fentanyl Test Strips Distributed at the Oxford SSP Site for 2024 and 2025**



BCGHD is a PHAB Accredited Health Department



City of Middletown Health Department

Middletown, Ohio

*A Connected and Healthy Community to Live, Work and Play*

## Smoking Complaint Spreadsheet

For April 2025

Business Name		Date	Notice of Report	Dismissed	Notice of Violation (60 Days)	Letter of Warning (15 Days)	Civil Fine Letter	Violation Contested	Notice of Hearing	Additional Comments
1	Billy T's	02/27/2025			X					Facility has until 05/15/2025 to request departmental review
2										
3										

Notes:

# City of Middletown Health Department

## April 2025

### Vital Statistics

	MONTHLY	YTD
Birth Certificates Filed	80	287
Death Certificates Filed	99	376
Birth Certificates Issued	506	1577
Death Certificates Issued	329	1497
Indigent Cremation Services	2	9

### Deaths Filed

Accidental		
Drug Overdose	0	3
Falls	0	2
Motor Vehicle	0	0
Exposure to Elements	0	0
Choking	0	0
Fire	0	0
Homicide	0	0
Suicide	0	0
COVID-19 Related Deaths	0	1
Could Not Be Determined	0	0
Pending Investigation	9	9

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

### Environmental Inspections

	MONTHLY	YTD
Food Service Operations(FSO)	33	196
Retail Food Establishments(RFE)	18	74
Prelicense/Consultations	15	48
Sewage Inspections	0	0
School Inspections	5	17
Vending Locations	0	1
Temporary FSO/RFE	1	6
Mobile FSO/RFE	7	18
Complaints	7	32
Smoking Complaint Inspections	0	2
Swimming Pools	0	2
Tattoo	0	0
Temp Park/Park Camp	0	0
Jail Inspection	0	0
Site Visit (Septic)	0	0
T 21 Inspections	8	15
Well Sealing Permits	0	1
Septic Abandonment	0	1

### Level 1 Certification Training

### Animal Bite Events

Number of Attendees

0      14

Dog	7	22
Cat	1	4
Bat	0	2

## Health Commissioner Notes

April 2025

### Middletown Connect/Grant OHIZ

- All Ambassadors meeting are joint and scheduled on Saturday and Monday
- All are welcome
- Legal Aid Lori Elliot and Larry Tuttle housing rights and nuisance presentations

### BC Cares

- Continues every Wednesday focusing on Health of Butler County

### Annual Financial Report

- Ready to be submitted to state just waiting for Mayor approval

### PHAB

- CHIP
- Walk with Doc April Rosa Parks Elementary school Earth Day Sunshine and Fresh Air Awareness Month
  - HC Carter speaker
  - Next Walk with a Doc will be held 5/17 Mental Health- Rosa Parks

### Trending health concerns:

Measles continue to spread now 1002+ cases across 24 states

Ohio 34 measles cases -Allen County (1), Ashtabula County (10) and Knox County (20), Holmes (1), Cuyahoga and Defiance (1)

Six states are currently battling significant outbreaks, defined as three or more related cases: Texas, New Mexico, Kansas, Indiana, and Michigan.

The virus has been found in 24 states overall, including Alaska, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Kentucky, Maryland, Minnesota, New Jersey, New York, Oklahoma, Pennsylvania, Rhode Island, Tennessee, Vermont, and Washington.

96% of this year's cases have occurred in unvaccinated individuals or this with unknown vaccination status.

### Grant disruptions-Hospital Preparedness Program-Health Collaborative

### Meetings Internal/Activities

- Indigent/Unclaimed Services and activities
- Accela trainings (Environmental and front staff new Software)

- Vital Statistic training (New software)
- Weekly Sr. Staff Meeting
- Council Review Meeting
- Middletown Connect Core Meetings
- Middletown Connect Ambassador Meetings
- Together We Can ODH Weekly
- Infectious Disease Call
- AOHC Call-re: grant disruptions
- Meet with Finance, City Manager, and Neal re: space
- City Event Planning-Middletown Connect may help with Movies in the Park
- Planning and Zoning meeting re: Transitional Living and more
- Amanda Task Force
- City and Cats Concerns Mtg

#### Community Participation/Events

- CenterPoint Program Meeting
- CenterPoint Board Meeting
- SWO District Mtg
- Prevention Advocacy and Policy Coalition Meeting
- BC Development and Disabilities Board of Committee
- Butler County Suicide Coalition
- Kevin Harlan CEO Atrium
- Safety Around Water YMCA Pilot Program-Rosa Parks



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## PROCLAMATION

WHEREAS, the week of April 7, 2025, is National Public Health Week, and the theme is "It Starts Here" highlighting the importance of making a difference in our home, community and state. This year is the 30<sup>th</sup> anniversary of celebrating National Public Health Week, and in the past 30 years significant strides have been made in public health, including the following public health successes:

- (1) deaths due to HIV/AIDS, which peaked in 1994 at 49,095 AIDS-related deaths that year in the U.S., have dropped significantly with Antiretroviral therapy ensuring most people with HIV can live normal lifespans and prevention tools like PrEP significantly reduce transmission;
- (2) smoking rates, which were as high as 25.5% among U.S. adults in 1994, have now fallen to 11.4 % due to comprehensive smoke-free policies, public awareness campaigns, and taxation of tobacco products;
- (3) childhood mortality, which was at a rate of 13.8 deaths per 1,000 live births in 1994, has now fallen to 5.4 deaths per 1,000 live births due to vaccines, better healthcare access and nutrition;
- (4) mental health awareness and treatment, with 40% of people with mental health conditions being untreated in 1994, has progressed with increased awareness, parity laws and integration into primary care, which have expanded access to mental health services and reduced treatment gaps;
- (5) lead poisoning, with 4.4% of U.S. children having elevated blood lead levels in 1994, has now fallen to less than 0.5% due to policies banning leaded gasoline and reducing lead in paint, pipes, and water systems;
- (6) health impacts of climate change such as rising heat-related deaths were under-recognized in 1994, but are now being mitigated by actions such as public health campaigns, local adaptation plans including cooling centers and other preparedness plans to protect the public from extreme weather, wildfires and other regional threats and global frameworks like the Paris Agreement;
- (7) pandemic preparedness, which was in its infancy in 1994, has now grown, especially after the COVID-19 pandemic, spurring significant advancements in mRNA technology, global vaccine deployment, and increased investments in infrastructure, stockpiles and global surveillance – all of which must be sustained; and

WHEREAS, racial and ethnic minority populations in the United States continue to experience disparities in the burden of illness and death, as compared with the entire population of the United States. A person's health status can differ drastically by ZIP code due to differences in the built environment, environmental quality, community context, access to healthy food, access to education and access to health care; and

WHEREAS, public health organizations use National Public Health Week to educate public policymakers, public health professionals and the public on issues that are important to improving the health of the people of the United States. Public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, ranging from infectious disease outbreaks to natural disaster preparedness; and

WHEREAS, efforts to adequately support public health and the prevention of disease and injury can continue to transform a health system focused on treating illness into a health system focused on preventing disease and injury and promoting wellness.

NOW, THEREFORE, I, Elizabeth Slamka, Mayor of the City of Middletown, Ohio, do hereby proclaim the week of April 7-13, 2025, as National Public Health Week in Middletown, Ohio and call upon the people of Middletown to observe this week by helping our families, friends, neighbors, co-workers and leaders to recognize the contribution of public health in improving the health of the people of our state and achieving health equity, as the theme states, "It Starts Here."

IN WITNESS WHEREOF, I have hereunto set my hand this 1<sup>st</sup> day of April, 2025.



Elizabeth Slamka

Elizabeth Slamka, Mayor



Amy Schenck

Attest: Clerk of Council

## McDonald, Amanda

---

**From:** Mattingly, Tiffany <TMattingly@HealthCollab.org>  
**Sent:** Wednesday, May 7, 2025 9:44 AM  
**To:** Volpenhein, Nicole; Ernst, Jill; Hartley, David; Skelton, Jessica; Beluan, Deirdre; rshonk@r3ap.age.ohio.gov; Feagins, Stephen; calhoudn@ucmail.uc.edu; Chris Chirumbolo; evaline.alessandrini@cchmc.org; grant.mussman@cincinnati-oh.gov; Ward, John (TriHealth); psclayton@dps.ohio.gov; Phillips Carter, Jackie; Kesterman, Greg; Holly Binnig; Amin, Maryse  
**Subject:** Hospital Preparedness Program- At Risk  
**Attachments:** Fiscal-Year-2026-Discretionary-Budget-Request.pdf; Defunding talking points 5.6.pdf  
**Importance:** High

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

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Dear Region 6 Multi-agency Coalition,

The federal Fiscal Year 2026 discretionary budget request was submitted to the Committee on Appropriations, Honorable Chair Collins, on May 2, 2025. President Trump proposes cutting federal spending by \$163 billion. One of The Health Collaborative's signature programs, the Hospital Preparedness Program, is at risk of elimination (see attached- page 13, Fiscal Year Budget Document). The complete elimination of this program would have a catastrophic impact on our region (see attached- Defunding Talking Points).

The recommendation in the discretionary budget request is for states and territories to fund hospital preparedness at the local level. On Monday, the Ohio Department of Health and the Ohio Hospital Association shared they were aware of the recommended elimination of the federal program but did not address plans for a viable path forward for this program to be managed and funded by the state if it is eliminated federally.

In addition, the budget request significantly decreases funding for public health coordination and emergency management.

**The Health Collaborative is taking action by creating awareness with our Board of Directors, stakeholders, and committee members, and developing an advocacy plan.**

The purpose of this email is twofold: 1) situational awareness and education, 2) request for your advocacy. We have included talking points for you that are attached to this email.

**Defunding emergency preparedness programs will not only result in lost lives but significant economic costs, including higher response and recovery expenses, overwhelmed hospitals, and lost productivity. These decisions will place a severe financial burden on our healthcare system, with costs extending well beyond the immediate disaster. The compounded impact of these cuts will lead to avoidable fatalities, long-term recovery costs, and inefficiencies in addressing regional crises.**

### **About the Hospital Preparedness Program**

The Hospital Preparedness Program (HPP) [Hospital Preparedness Program](#) prepares the health care delivery system to save lives through the development of health care coalitions (HCCs) that incentivize diverse and often competitive health care organizations with differing priorities and objectives to work together. **HPP is the only source of federal funding for health care delivery system readiness**, intended to improve patient outcomes, minimize the need for federal and supplemental state resources during emergencies, and enable rapid recovery.

The purpose of the Regional Healthcare Coalition is to provide training and exercises, the coordination of plans, and operational support during emergency response, and to develop policies and procedures that identify responsibilities required for the successful interoperability of coalition partners: hospitals, public health, Emergency Medical Services (EMS), emergency management, and community partners during a major disaster.

The Ohio HPP activities include:

- Guidance and development of health care coalitions
- Management of the Ebola Assessment Hospital (EAH) and Ebola Coalition contracts
- Participation in the Great Lakes Healthcare Partnership with Ohio, Indiana, Wisconsin, Minnesota, Illinois, Michigan, and Chicago
- Facilitation of Burn Surge planning committee
- Management of the bed tracking (EMResource), and patient tracking (EMTrack) systems
- Facilitation and participation in healthcare planning, training and exercises

We appreciate your collective partnership.

Kindly,

Tiffany



**TIFFANY MATTINGLY, MSN, RN**

Chief Engagement Officer, Vice President, Clinical Strategies  
(513) 618-3649  
[healthcollab.org](http://healthcollab.org)



**The Health Collaborative**

615 Elsinore Place, Suite 225, Cincinnati, Ohio 45202

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For over 20 years, The Health Collaborative has been charged with leading the Tri-State Disaster Preparedness Coalition to ensure the Tri-State area is aware of, prepared for, and can robustly respond to and recover from **disasters, public health emergencies, and other catastrophic events** that impact the health and safety of the community and healthcare system. This work is funded by the federal Hospital Preparedness Program.

**President Trump has proposed eliminating this federal funding which puts the Tri-State Disaster Preparedness Coalition at risk.**

#### **Impact of Defunding Emergency Preparedness**

- The removal of funding will dismantle regional preparedness, severely limiting our ability to respond to a broad range of emergencies. Without effective response planning, communication, and coordination—within states and across state borders—we face greater risks to lives, healthcare systems, and economic stability.
- The compounded impact of these cuts will lead to avoidable fatalities, long-term recovery costs, and inefficiencies in addressing regional crises.
- The loss of multi-organizational training and exercises will leave us unprepared to handle complex, cross-agency emergencies, making it nearly impossible to coordinate an effective and timely response when lives are on the line.
- Defunding emergency preparedness programs will not only result in lost lives but significant economic costs, including higher response and recovery expenses, overwhelmed hospitals, and lost productivity. These decisions will place a severe financial burden on our healthcare system, with costs extending well beyond the immediate disaster.

In short this will result in the following:

- **Lives at risk** — Poor coordination will directly lead to preventable deaths during emergencies.
- **Significant economic costs** — High recovery and expense, overwhelmed hospital and lost productivity.
- **Breakdown of trusted partnerships** — Loss of long-standing relationships that ensure fast, coordinated responses.
- **Disjointed communication and slow response times** — Delays in information-sharing and decision-making across agencies.
- **Fragmented leadership and lack of coordination** — Confusion among hospitals, EMS, public health, and state agencies like the Ohio Department of Health.
- **Spread of misinformation** — Without unified messaging, the public is more vulnerable to confusion and harmful misinformation.
- **No clear ownership** — Without a defined structure, no one takes responsibility, and response efforts stall.
- **Fewer resources when they're needed most** — Critical shortages in personnel, equipment, supplies, and funding during crises.
- **Weakened surge capacity** — Inability to scale up medical care during mass casualty events or pandemics.

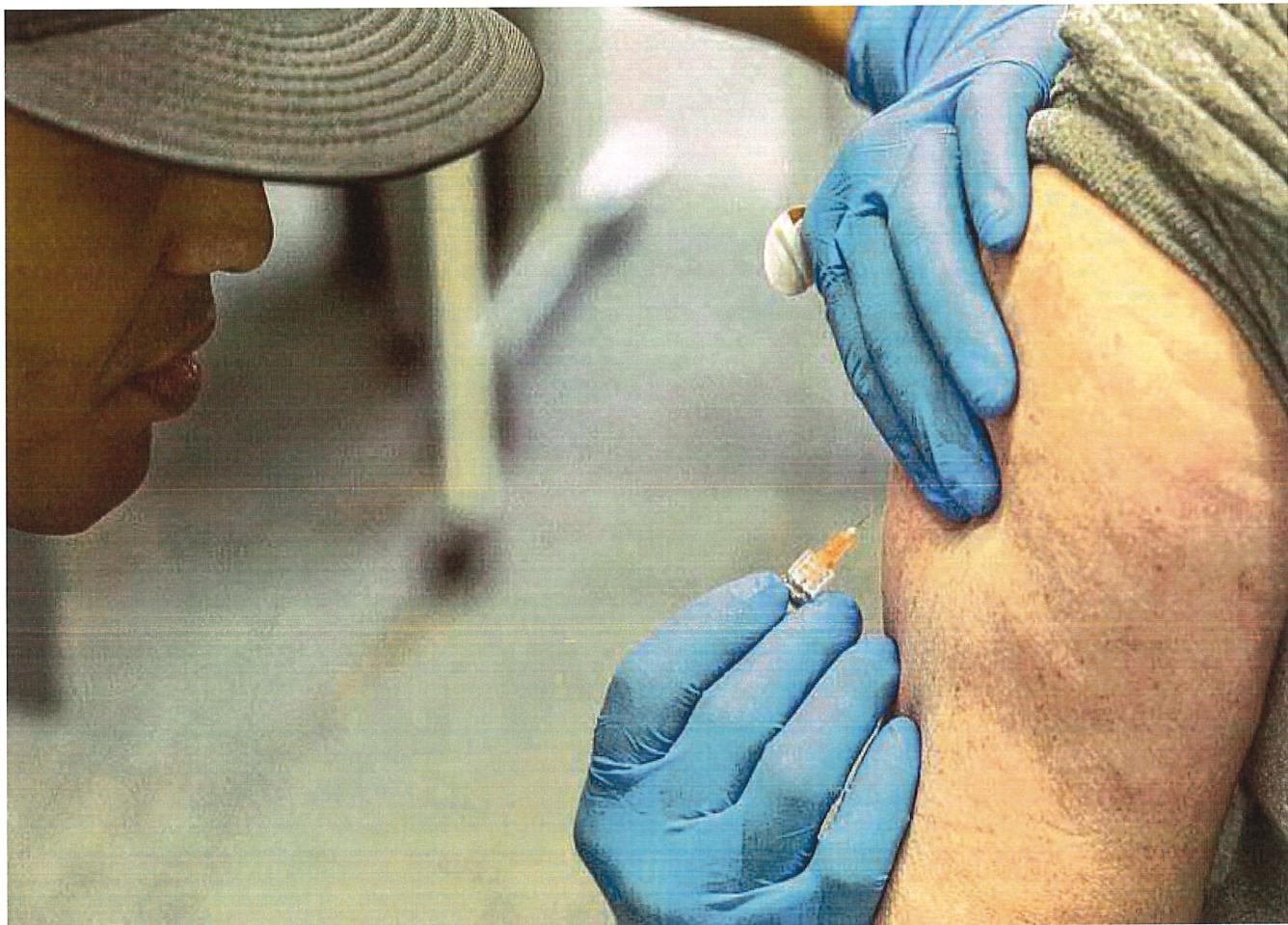
# Measles vaccination rates at more than 150 area schools too low to prevent spread

Lower immunity means higher risk of outbreaks.



*We have created a searchable database of kindergarten vaccination rates at every elementary school in Ohio. Scan the QR code above to see how protected children in your community are.*

4/3/2025



*Matt Caldwell (left), a Lubbock (Texas) Fire Department official, administers a MMR vaccine to Clair May, 61, at the Lubbock Health Department in February. As of the end of the March, a total of 483 measles cases were reported by 20 states and jurisdictions, according to the U.S. Centers for Disease Control.*

MARY CONLON / ASSOCIATED PRESS



*Dr. Becky Thomas*



*Dr. Michael Klatte, chief of the infectious diseases division at Dayton Children's, talks Thursday about the importance of childhood immunizations. MARSHALL GORBY / STAFF*

BY SAMANTHA WILDOW STAFF WRITER

Amid a measles outbreak in other parts of Ohio, a Springfield News-Sun analysis of statewide vaccination data finds more than 150 area elementary schools have kindergarten measles, mumps and rubella vaccination rates below what health experts say is needed for community protection.

More parents at one Springboro elementary school filed to have their kids exempted from vaccine requirements on moral grounds than any other school in Ohio. That school has the state's lowest vaccination rate among in-person schools with more than 300 students.

In general, vaccination rates are declining here and across the state.

While some of this is due to access, vaccine refusal has grown enough in some local counties to leave the countywide vaccination rate below what's needed to prevent spread, the data shows.

Doctors and public health experts say not enough children are meeting routine immunization requirements, which increases the risk of an outbreak should they get exposed to a highly contagious illness like measles.

This is something pediatricians are actively preparing for at places like Dayton Children's Hospital.

"We're a global community, and there's no insulating ourselves," said Dr. Michael Klatte, chief of pediatric infectious disease at Dayton Children's, adding the hospital is using lessons learned from past cases of the measles to inform what they plan to do if they see cases in this region this year.

"If it's in one place on the globe, it very easily has the potential to spread," Klatte said.

Every year, this news outlet obtains vaccination data for Ohio schools to help the public understand the status of efforts to protect children from contagious diseases through vaccinations. Our analysis of newly released 2024-2025 vaccination data from the Ohio Department of Health shows there's been little improvement in vaccination rates and more utilization of non-medical exemptions.

"It's important that children are fully vaccinated before they attend school because they're going to be in close contact with lots of kids and probably exposed to a lot of diseases, including diseases that vaccines can prevent," said Dr. Becky Thomas, medical director for Public Health - Dayton & Montgomery County.

Statewide, vaccination rates have declined among kindergarten students, from 86.2% in the 2023-2024 school year, to 85.4% of kindergarten students being fully vaccinated in the 2024-2025 school

year, according to ODH. Similar trends were seen in five of the nine counties in the Dayton, Springfield and Butler County region.

"Unfortunately, we've seen those rates decrease over the past several years to a place where now we're at a higher risk of having outbreaks in school settings," Thomas said.

### Herd immunity challenges

The majority of schools in the nine-county Dayton, Springfield and Butler County region are not meeting the threshold for herd immunity, which is the minimum percentage of the population that needs to be immune to prevent the spread of a highly contagious illness.

As of the end of March, a total of 483 measles cases were reported by 20 states and jurisdictions, according to the U.S. Centers for Disease Control. There have been five outbreaks, which are defined as three or more related cases, reported in 2025, and 93% of confirmed cases (447 of 483) are outbreak-associated.

For measles, a vaccination rate between 92-94% is needed in order to prevent or limit the spread of measles infections, according to the American Academy of Pediatrics.

Only about 33% of the elementary schools in the region have 92% or higher of their kindergarten students meeting all of their immunization requirements, according to a News-Sun analysis of ODH data. That goes down to 19% when looking at how many schools meet the 94% threshold.

"Our modeling studies from the CDC show that when that rate gets less than 85% in particular, if a case of measles comes into a school and the vaccination rate is that low, it's more than likely going to lead to a measles outbreak in that school," Thomas said.

### Montgomery County continues decline

Montgomery County has not bounced back to its pre-pandemic vaccination rate of 91.3%, according to Public Health.

Last school year, 83% of kindergarten students in Montgomery County met all of their vaccination requirements, ODH data shows, with that figure dropping to 81.9% for the 2024-2025 school year.

Some of the schools in the region with the lowest vaccination rates are public charter schools, such as National Heritage Academies' Emerson Academy, which reported to the state that six out of 71 of its kindergarten students met all of their immunization requirements.

Since the time they reported that to the state, the number of children who have gotten vaccinated has since gone up, a spokesperson for the school said.

The rate of fully immunized kindergarten students at Emerson Academy increased from 17% during the 2023-2024 academic year to 66% during the 2024-2025 school year, the spokesperson said.

The school attributes this to ensuring an easy-to-navigate paperwork submission process for families, while connecting them to community resources as needed and decreasing any barriers, the spokesperson said.

National Heritage Academies' North Dayton School of Discovery reported 33 out 67 kindergarten students met their immunization requirements.

Updated data since those figures were reported to the state were not available.

### Moral exemptions grow

The percentage of kindergarten students whose parents or guardians are filing non-medical exemptions to avoid vaccinations continues to increase both statewide and in most of the nine-county Dayton region.

The state as a whole declined in the percentage of kindergarten students who met their vaccination requirements while seeing another increase of the religious or reason of conscience exemptions, going from 3.6% in the 2022-2023 school year to 4% in 2023-2024 and 4.5% in 2024-2025.

All of the counties in the region except for Darke County had an increase in the percentage of students whose families submitted a religious or reason of conscience exemption, according to our analysis of ODH data.

Springboro's Clearcreek Elementary School has the state's highest number of students who have religious or reason of conscience exemptions with 40 students with that type of exemption, according to ODH data.

About 86% of kindergarten students there have all of their required vaccinations, which is 262 students out of 304. The school district did not respond to requests for comment.

Northmont's Kleptz Early Childhood School has one of the higher number of kindergarten students with a religious or reason of conscience exemption with 19 kindergarten students, according to ODH.

"The nurses send multiple communications to families.

They start with grade level and then narrow it down to those who still need to provide proof of vaccination," said Tony Thomas, superintendent at Northmont City Schools.

The Kleptz Early Learning Center also has a large number of kindergarten students with 326 out of 345 kindergarten students, or 95%, vaccinated, according to the district.

Many other schools in the region with students with religious and moral exemptions are smaller in size.

Preble County has the largest percentage of kindergarten students with

a religious or moral exemption at 10.4%, according to ODH.

Eaton Community City also has 19 kindergarten students with that type of exemption.

Of its 141 kindergarten students, 121 meet all of their vaccination requirements.

### Springfield schools

Springfield schools have some of the lower rates of vaccination in Clark County.

The district faces unique challenges, it said, adding that the district is committed not just to compliance, but to finding solutions to support the well-being of students and their families.

“Unlike other school districts in Clark County, Springfield serves a highly mobile student population, with high rates of transience, homelessness, and poverty — all of which contribute to lower vaccination rates,” said Jenna Leinasars, communications specialist for Springfield schools.

While a rural district may have a kindergarten class of 25 students who remain enrolled throughout the year, an urban district like Springfield’s sees frequent student movement, with new enrollments and withdrawals happening regularly, she said.

Additionally, the Springfield City Schools District accounts for 10 of the 20 elementary buildings in the countywide data set and serves 681 kindergarten students, making comparisons to smaller, rural districts difficult, she said.

“Despite these challenges, county health officials have noted that the district’s vaccination rates are actually higher than expected given the city’s poverty levels,” Leinasars said. “This success is a direct result of the dedicated efforts of our Health Services team. District and building nurses work proactively, sending multiple vaccination reminders before

the school year, followed by letters and personal phone calls to families about missing immunizations."

To further support student health, the district opened a new School-Based Health Center (SBHC) at Springfield High School in partnership with Rocking Horse Community Health Center. Open during and after school hours, the SBHC provides a range of medical services, including vaccinations.

"Since opening in August, the center has served over 2,000 patient appointments, with the majority being SCSD students and families," Leinasars said.

The district expanded its partnership with Rocking Horse by deploying a mobile health unit to schools on a bi-weekly schedule. This initiative ensures students stay up to date on vaccinations while eliminating transportation barriers for families, Leinasars said.

### Butler County

Some progress was made this school year. Butler, Champaign, Darke and Preble counties each saw an increase in the kindergarten students who met all of their vaccination requirements this school year compared to the previous school year.

Middletown's Amanda Elementary School has one of the lower rates of kindergarten students who have all of their required vaccinations in Butler County. About 76% — 53 out of 70 kindergarten students — are up-to-date on required vaccinations, according to ODH.

The Middletown City School District is committed to supporting families in keeping their children healthy and ready to learn, said Dan Wohler, MCSD communications administrator "MCSD works closely with parents and guardians by sending reminders and making personal phone calls to help ensure students receive the required vaccinations," Wohler said.

The district shares information about local immunization clinics through

the Butler County General Health District, as well as how to access services through the district's school-based health center.

MCSD also provides resources about other local providers where families can obtain vaccinations, Wohler said.

### Young patients most at risk

Young children are the ones who are most vulnerable to experiencing a severe illness, health complication or even death when it comes to highly infectious diseases like measles and pertussis.

"As a pediatrician, a lot of these infections disproportionately infect younger children when it comes to the severity," Klatte said.

Since the measles vaccine was developed in 1963, the worst the illness has to offer hasn't been a common thing to see, especially for parents who are Generation X, Millennials or Generation Z, all of whom were born after the introduction of the vaccine.

For the medical professionals who have watched the severity of these illnesses impact their youngest patients, it is a difficult thing to see. This leads doctors like Klatte to encourage parents and guardians of young children to talk to a trusted medical professional about their concerns when it comes to vaccination.

# Deadly, drug-resistant fungus CDC calls 'urgent threat' spreads in hospitals

## PUBLIC HEALTH



*A strain of *Candida auris* cultured in a petri dish at the Centers for Disease Control and Prevention (CDC). SHAWN LOCKHART / CDC / TNS*

BY CLARA HARTER LOS ANGELES TIMES

LOS ANGELES — A deadly, drug-resistant fungus that preys on the sick and old is continuing to spread in hospitals and senior care facilities across the country, killing more than 1 in 3 infected.

Candida auris, a type of yeast that can cause life-threatening illness, was

first identified in the U.S. in 2016 with 52 infections reported across the country, according to the U.S. Centers for Disease Control and Prevention.

The number of cases has more than doubled annually, hitting 4,514 in 2023, the latest year the CDC has data available. During this same period, California reported 1,566 infections, more than any other state.

The CDC issued a public safety announcement declaring *C. auris* an “urgent threat” in 2023 because it is resistant to many antifungal drugs, spreads rapidly in health care facilities and can cause severe infections with high death rates.

“The rapid rise and geographic spread of cases is concerning and emphasizes the need for continued surveillance, expanded lab capacity, quicker diagnostic tests, and adherence to proven infection prevention and control,” CDC epidemiologist Dr. Meghan Lyman said in a statement.

Now, there are signs that the fungus is once again on the move.

The Georgia Department of Public Health recently reported a surge in cases in health care facilities, and a recent study found an alarming rate of spread in Florida hospitals.

*C. auris* spreads through direct contact with colonized or infected individuals, contaminated surfaces and medical equipment.

A colonized person has the fungus on their skin but does not experience symptoms. In an infected person, the fungus invades the body and causes symptoms such as fever, chills, sepsis and organ failure.

The risk of infection is especially high for patients with catheters, breathing tubes or feeding tubes because they create direct entry points for *C. auris* to enter the bloodstream or lungs. Most healthy people are not at serious risk of complications from infections.

"Most of the patients that get infections with *Candida auris* are themselves pretty sick to start with," said Stuart Cohen, chief of infectious diseases at UC Davis.

"This is something that can push people over the edge and become life-threatening."

Studies have found *C. auris* infections have a mortality rate of 30% to 60%.

To prevent the spread of the disease, most California hospitals have implemented screening procedures for patients transferred from high-risk health care settings. Those found to have *C. auris* are then isolated from the rest of the hospital.

"The goal is, first and foremost, to keep the people in your hospital safe," Cohen said. "When somebody comes in for a procedure, they're not expecting to go home with a life-threatening illness or having spent time in an ICU from a hospital infection."

Most common disinfectants do not kill *C. auris*, which can live on surfaces for weeks. There are, however, specialized products that hospitals can use to eliminate the yeast.

# Middletown City Council votes against proposed Wawa store

## CLOSER LOOK



*Council decided in a 5-0 vote against a proposed Wawa in Middletown at the site of vacant CVS. NICK GRAHAM / STAFF*

BY BRYN DIPPOLD STAFF WRITER

Middletown City Council voted Tuesday against a proposed Wawa convenience store on the city's east side.

The chain convenience store and gas station based out of Pennsylvania wanted to build a store at the vacant CVS at 3445 Union Road. The company will soon open a location in Liberty Twp.

Council said the size of the proposed Wawa was too large for that

location and did not meet zoning requirements of at least 5 acres.

Patrick Warnement, a real estate project engineer for Wawa, spoke in support of the project at Tuesday's meeting.

On the council's 5-0 decision, he said, "We respect it, but we don't agree."

Warnement said Wawa would be "looking elsewhere" in Middletown and the area for another opportunity.

Councilman Paul Horn said of his decision, "We want Wawa in Middletown, but this site might not be the best site for that."

"We want the best for our city, but we also want something that makes sense for our city," Horn said.

Horn said this would be a "totally different conversation" if the site's proposed square footage met the standard for the zoning change (210,000 sq. ft.). Wawa's square footage would be 75,000 sq. ft. for the store itself and parking lot.

There are over 1,000 Wawa stores in six states and the District of Columbia with 45,000 associates.

The average store investment for a Wawa is \$7 million, with over \$2 million going to local contractor fees, \$250,000 to local worker fees and \$50,000 to local landscaper fees, the company said. The store would have created 40 area jobs.

The building on the property that is not in use was built in 2008 and has a total of 13,145 square feet.

City Planner Claire Fettters said staff recommended city council deny the proposal because the acreage is too small to meet the planned development acreage criteria, it is a utilization of the planned development district to spot zone the property to allow for a use that is

prohibited in the current zoning district and the comprehensive plan calls for other uses and vision for the property.

Also noted in the staff recommendation for denial was the potential for the over-saturation of retail fuel establishments in the vicinity of the proposed site. There is a BP gas station on the northeast intersection of Commerce and Ohio 122, approximately 650 feet from the proposed Wawa site.

Another gas station would have a negative impact on the future development, according to staff.

The Middletown City Council meets the first and third Tuesday of the month

# Animal advocates urge city not to remove food, shelter from stray cats

They say hungry feral cats may move from Smith Park closer to human habitations.



*Cinda Lee, who opposes how the city of Middletown is handling the overpopulation of cats in Smith Park, shows off the T-shirt that she and other animal advocates wore to Tuesday's city council meeting. RICK MCCRABB / CONTRIBUTED*

BY RICK MCCRABB CONTRIBUTING WRITER

The city of Middletown has been dealing with an overpopulation of stray and feral cats for years.

Last month, the Animal Control Officer removed and destroyed \$560 worth of food, shelters and dishes that cat advocates said they had

provided at Smith Park.

They said those actions broke laws that protect cats, and instead of reducing the population, will move the feral cats closer to human habitations and malnourished cats will have a greater risk of developing parasitic infections.

After several animal advocates addressed city council with their concerns, Vice Mayor Steve West said the cat population in the city is a “massive issue.”

He called dumping cats, or any animal, “one of the worst things you could do.” West said the city needs to look at possible solutions.

“I don’t know the answer,” he told about 30 animal advocates who sat through nearly two hours of public hearings before they were allowed to express their concerns during citizen comments.

Mayor Elizabeth Slamka said the cat issue will be discussed further at the next council meeting on April 15.

Meg Melampy, founder of Joseph’s Legacy, an animal rescue organization, said according to state law, all cats, whether pets or homeless, are considered companion animals under the law.

That means, she said, that harming, neglecting or depriving a cat of necessary sustenance is a felony in Ohio.

Melampy said removing food and shelter from these Smith Park cats, who have no means of providing for themselves, “directly contradicts” this law.

She said the feeding bans do “more harm than good” when it comes to trying to control feral cat populations.

The issue of the stray cat population in Middletown was brought before

council seven years ago, before the city had an animal control officer, according to Melampy. The matter was tabled, she said.

“Now, years later, the problem remains unresolved,” she said. “Instead of resorting to inhumane and legally questionable tactics like food bans, we must focus on solutions that are both effective and lawful.”

Cinda Lee, president of All Paws Matter, a local nonprofit group, said supporting Trap-Neuter-Return (TNR) is the most cost effective solution.

Her group has been working to control the feral cat population locally, including Smith Park. through TNR and emergency care, she said.

Her group has captured five cats for TNR that significantly reduced future stray births, she said.

Lee said TNR is the “best investment in long-term population control and public health.”

Many of those who attended the meeting wore gray T-shirts that read: “We did not ask to be thrown out. We deserve food and shelter. Save the Smith Park cats.”

# Xenia state rep. wants fluoride out of Ohio water

GOP Rep. Levi Dean cites right to choose health care; dentist group says ban would cause harm.



*State Rep. Levi Dean, R-Xenia*

BY LONDON BISHOP STAFF WRITER

An Ohio state representative has proposed a bill that would prohibit adding fluoride to public water systems in the state, a long-standing public health practice to prevent tooth decay.

House Bill 182, which simply reads, “No public water system shall add fluoride to the water supplied by the system,” would effectively ban the mineral from being added to public water systems, even though the process is generally considered one of the greatest public health achievements of the last century.

State Rep. Levi Dean, R-Xenia, introduced the bill earlier this month, and said he did so after being contacted by a municipal water supplier in his district that had been receiving pressure from residents.

4/4/2025

"This (bill) is not about whether fluoride is healthy for your dental hygiene or not," the Republican lawmaker said, adding that the bill is not a ban on fluoride itself.

"This is about an individual's right to choose how they go about with their health care options."

American studies on fluoride focus on the benefits of topical fluoride, Dean said, which many people get through modern routine dental care.

"Most toothpaste in stores have fluoride added. So when you brush your teeth, you're applying it topically because you're directly applying it to your teeth, which is where the fluoride is needed," he said.

Not every municipal water system adds fluoride. Current Ohio law says that, naturally or through fluoridization, fluoride in public water systems serving at least 5,000 people shall be "not less than eighttenths milligrams per liter of water nor more than one and three-tenths milligrams per liter."

"To put that in perspective, that's three drops in a 55-gallon drum of water," said Hal Jeter, doctor and President of the Ohio Dental Association.

"The studies that have been referenced by those in opposition have utilized amounts at least twice that much."

An analysis of several studies published in the JAMA medical journal of pediatrics found that fluoride had an inverse relationship with the IQ of children.

However, many of these studies come from China, where naturally occurring fluoride is in significantly higher quantities than what is recommended for fluoridation in the U.S.

"The poison is in the dose," Jeter said.

The bill comes after federal health secretary Robert F. Kennedy Jr. expressed skepticism on X, formerly Twitter, about water fluoridation.

Dentists have long been advocates of fluoridated water, said Jeter, who practices dentistry in Lawrence County, part of Appalachia.

"Anecdotally in my practice ... a lot of children especially, I see folks from both fluoridated water sources and nonfluoridated water sources. And there is a distinct difference in the number of cavities," he said.

Utah became the first state to ban fluoride from being added to public water systems last month.

If the ban takes effect in Ohio, Jeter said he fears that tooth decay will become more prevalent, possibly leading to other health issues, "especially among children," he said.

"The reason I say that is because kids a lot of times have a bit more difficulty in accessing the oral healthcare system anyway," Jeter said.

"And there are a variety of reasons for that, you know, ranging from are they on Medicaid, are they not on Medicaid? Are they special needs? Are they not? Things like that."

Contact this reporter at [london.bishop@coxinc.com](mailto:london.bishop@coxinc.com).

# County should prioritize addiction support infrastructure



*Breana Hopper*

Despite significant efforts, addiction continues to devastate families, strain public resources and claim lives in Dayton. Recognizing addiction as a public health issue, it is imperative that we prioritize compassion, treatment and long-term support over punitive measures.

According to Dayton and Montgomery County Public Health, as of March 31, there have already been 42 overdose deaths so far this year.

These numbers are actually down from previous years, but they are still too high, and we need to do something about it.

As someone who has family and friends who struggle with substance use, it scares me to see these numbers because I worry that someday my loved ones will be a part of the statistics.

Dayton is home to several reputable substance use treatment centers dedicated to assisting individuals on their path to recovery. For instance, Woodhaven Residential Treatment Center offers comprehensive services, including withdrawal management, residential programs and

intensive outpatient care. Their mission is to provide a warm, caring environment that empowers clients to overcome obstacles caused by substance abuse.

Similarly, OneFifteen provides a holistic approach to addiction treatment, encompassing both residential and outpatient services. Established in 2019, OneFifteen is committed to changing the trajectory of America's addiction crisis by offering integrated care for substance use and co-occurring mental health disorders.

This agency is especially close to my heart as it is my place of employment.

I was drawn here because of their commitment to whole-person care and dedication to helping people from all walks of life.

Miami Valley Recovery specializes in individualized outpatient services, focusing on longterm recovery and providing tools necessary for a life free from alcohol and drugs. Their services include assessment, therapy sessions, case management and medication-assisted treatment.

Public Health's Recovery Services program is another vital resource, offering support for those beginning the path to recovery from substance use or gambling disorders.

They provide a range of services tailored to meet the unique needs of each individual.

While these centers offer essential services, more investment is needed in rehabilitation programs, mental health services and harm reduction strategies that prioritize recovery over punishment.

Additionally, efforts to reduce the stigma surrounding addiction must continue, encouraging those struggling with substance use to seek help without fear of judgment.

It is known that mental health and substance use go hand in hand, so

why are we arresting people for drug charges when we could be getting them linked to services to address the root need? I urge local leaders and the community to collaborate in expanding access to resources, supporting prevention initiatives and fostering an environment where recovery is attainable for all. There needs to be increased funding through the county to allow people to seek help with their substance use problems.

I would also love to see an increase in preventive measures, specifically in schools, on the dangers of substance use. Prevention also goes deeper, because we must do more for kids and adolescents to prevent and treat mental health disorders (depression, PTSD, anxiety, etc.) that leave them predisposed to substance use disorders.

This is a concern I am passionate about as a social worker, advocate, and maybe most importantly, someone who has experienced the terrors of substance use firsthand.

I've had custody of a child who wasn't mine due to the parents having substance use issues. I was physically abused by a partner because of these issues. I see the consequences of substance use every single day at work.

Substance use tears apart families, impacts a person's health (physical and mental) and most maybe importantly plays a huge role in behaviors and that can lead to incarceration.

By leveraging and enhancing the existing treatment infrastructure in Dayton, I truly believe we can make meaningful strides in combating this crisis.

Thank you for your attention to this critical issue and for your continued coverage.

Breana Hopper is a grad student at Ohio University, therapist at OneFifteen, community advocate, and mother.

# When will we see cicadas in Southwest Ohio?

What to expect as Brood XIV makes its 17-year emergence.



*An adult periodical cicada moves in the grass. CAROLYN KASTER / AP*

STAFF REPORT

Get your ducking moves ready: Cicadas may soon be flying at you.

The natural phenomenon of the arrival of Brood XIV (14) periodical cicadas in southwest Ohio returns this spring season, according to the Ohio Department of Natural Resources Division of Forestry.

“While there are annual cicadas throughout the world that emerge each year, periodical cicadas are a unique group of insects found only in eastern North America,” ODNR said in a news release.

They emerge after living underground for periods of either 13 or 17 years. And they return in massive numbers.

4/12/2025

Southwest Ohio will likely see them in late May or when the soil routinely reaches 64 degrees and above.

"We encourage everyone to take this unique opportunity to appreciate and learn more about these fascinating native forest insects and their value in naturally functioning ecosystems," said Tom Macy, forest health program manager for the ODNR Division of Forestry. "With appropriate protection and care for small and newly planted trees and shrubs, residents can safely enjoy this incredible natural spectacle as it unfolds across southwest Ohio in 2025."

Only 4 of 15 recognized broods of periodical cicadas are in Ohio.

Counties that will experience the emergence of Brood XIV include: Montgomery, Hamilton, Clermont, Brown, Adams, Scioto, Lawrence, Gallia, Butler, Warren, Clinton, Highland, Ross, Pike, Jackson, Washington, Greene.

Some of the northern edge counties, such as Montgomery, will not see as heavy an emergence as others.

ODNR says periodical cicadas emerge when the soil temperature reaches 64 degrees, which typically occurs in the second half of May. They will remain active for three to four weeks as they focus on mating and reproduction.

Male periodical cicadas produce a deafening chorus of calls to attract females.

Once mated, female cicadas deposit their eggs into the branches of trees and shrubs.

Cicadas are sometimes unsettling as they fly in the air and occasionally may run into a person, pet or structure. They are harmless, however.

"They are also a valuable food source for many native wildlife including birds, mammals and fish," ODNR says. "While egg-laying by female

cicadas can cause 'flagging' on trees and shrubs (death of branch tips, from the egg-laying site to the end of the branch), there is little to no impact on established, otherwise healthy plants."

## MORE DETAILS

## BE A DOCUMENTER

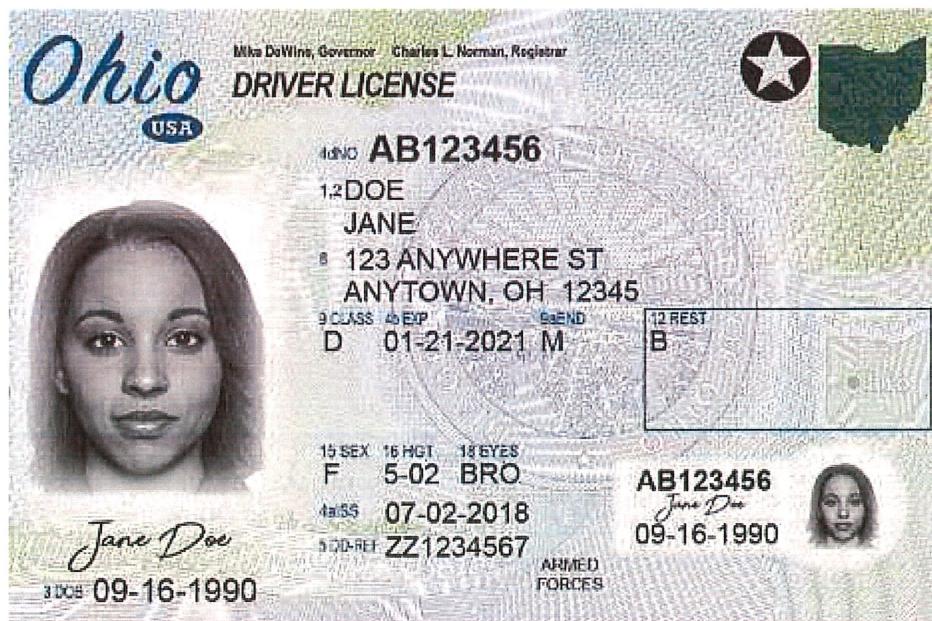
People are sought to help document the cicada emergence. Those wishing to participate in documenting this event are encouraged to use the Cicada Safari citizen science app at cicadasafari.org to report their sightings, thereby contributing to ongoing research efforts.

## CICADA FACTS

Only the male cicadas sing because of their soundproducing structures called tymbals on either side of the abdomen A female cicada will have a groove in which is found the ovipositor and the male's abdomen will terminate with a square shaped flap Cicadas do not eat solid food, but do drink fluids to avoid dehydration They do not sting or bite humans, and they do not carry diseases They can harm young trees when female cicadas lay their eggs in the tree's new growth. Spraying will not kill incoming cicadas: If you have a young tree, you can loosely wrap the branches with cheesecloth to keep the female from laying her eggs Pesticides are not effective at controlling periodical cicadas. They are not pests and do not need to be killed SOURCE: CICADASAFARI.ORG

# ‘REAL ID’ deadline approaching: Here’s what you need to know

## CLOSER LOOK



*You can apply for a Real ID by visiting an area Ohio Bureau of Motor Vehicles office.*

BY THOMAS GNAU STAFF WRITER

The enforcement deadline for having REAL ID-compliant forms of identification if you want access to certain federal properties is about a month away.

The REAL ID Act was passed by Congress two decades ago, enacting the 9/11 Commission’s recommendation that the federal government “set standards for the issuance of sources of identification, such as driver’s licenses.”

Full enforcement of the requirement affects anyone who wants to get into certain federal buildings and properties or board domestic flights. One example: Federal agencies, including the TSA (Transportation Security Agency), will only accept REAL ID-compliant state-issued driver's licenses and identification cards at TSA airport security checkpoints.

Another example: Getting on Wright-Patterson Air Force Base.

Beginning May 7, all visitors seeking access to the base will be required to present REAL ID-compliant identification.

If a visitor does not have a REAL ID-compliant driver's license or identification, they will need to present two valid forms of identification to gain access to the base, such as a Social Security card and other form of ID, the basenotes on its web site.

"To avoid delays or inconvenience, it is recommended that visitors obtain a REAL ID before their visit," the base says.

"The REAL ID Act creates a uniform standard across all states to verify the identity of an individual," Tech. Sgt. Logan Karnbauer, non-commissioned officer in charge of Wright-Patterson Installation Access Control, said in a release. "The implementation of REAL ID at Wright-Patterson AFB continues to strengthen the security of our installation."

Ohio has issued its own form of REAL ID-compliant licenses since 2018. The telltale sign of a REAL ID-compliant license – the encircled star on the card's front upper right.

You can apply for a Real ID by visiting an area Ohio Bureau of Motor Vehicles office.

To get the card, you must document your full legal name, date of birth, Social Security number and proof of Ohio residence. A passport can

cover three of those needed elements, name, date of birth and U.S. citizenship.

By this point, about 56% of Ohio's credentialed drivers are compliant with REAL ID requirements, over five million people, BMV Registrar Charlie Norman said.

You do have to come in person to your local BMV office when you upgrade to REAL ID, he added. That's in line with federal requirements.

"It's kind of what you had to bring when you first got your driver's license," Norman said of the documents required to obtain the credential.

# Medicaid cuts could impact jobs, revenue

Experts warn of potential effects of adding work requirements.



*A Medicaid office employee works on reports at an office in New York last year. The Ohio Department of Medicaid is seeking approval from the federal government to add work requirements to the Medicaid expansion group. AP*

BY SAMANTHA WILDOW STAFF WRITER

4/18/2025

Cuts to Medicaid or a reduction in membership could result in a loss of jobs and state and local tax revenue, along with increased medical debt and a reversal of progress made in getting more Ohioans access to health insurance, analysts say.

The Ohio Department of Medicaid is seeking approval from the federal government to add work requirements to the Medicaid expansion group, which provides health insurance to people living up to 138% of the poverty level.

Approval for the requirements, which can be also be met by schooling or other exemptions, is still pending. The work requirements were previously approved in 2019 under President Donald Trump's first term in office. Former President Joe Biden's administration reversed the approval in 2021.

A decade after Ohio expanded Medicaid, the percentage of Ohioans who did not have health insurance dropped more than 60%, according to the Health Policy Institute of Ohio.

"There is a chance that the state would see a reversal of that progress," said Amy Rohling McGee, president of the Health Policy Institute of Ohio.

### Employment, health linked

Proponents of work requirements for the expansion group want to help those Ohioans get the ball rolling on getting employed, often citing open jobs on OhioMeansJobs.com. "I believe just as we are helping these folks get the health care they need, we also need to be helping them get the work or training they need to rejoin the workforce and help fill some of the 150,000 jobs currently listed on the OhioMeansJobs website," said Clark County Sen. Kyle Koehler, R-Springfield, in his sponsor testimony of Senate Concurrent Resolution 5.

Employment is linked to improved health, according to Maureen Corcoran, director of the Ohio Department of Medicaid.

"With almost 90% of individuals served by Medicaid in managed care, the plans will work with individuals who are not otherwise deemed to be exempt or already meeting the Work and Engagement Requirement to ensure that they have the tools and supports they need to comply with the waiver," Corcoran said.

### Unpaid caregivers could fall through the cracks

Providing unpaid care to children and family members not able to take care of themselves is another reason why some Medicaid members may not be employed. While some may be able to retain coverage, others may not.

Of about 17.8% of Medicaid members who reported leaving work in 2023, 18.1% of them said they left due to childcare responsibilities, according to the Ohio Medicaid Assessment Survey.

Also in 2023, 35.5% of respondents to the Ohio Medicaid Assessment Survey said they were not working because they were being a caretaker.

"This means that these respondents may end up without health coverage or need to limit their caretaker responsibilities, including paying for childcare or a home health aide or assisted living for older parents, in order to work," Rohling McGee said.

Some parents may be eligible for the Covered Families and Children eligibility group if the household has an income up to 90% of the federal poverty level and one or more children younger than 18 years old in the household, Rohling McGee said.

"However, caregivers who are not working and do not fit that eligibility criteria may end up without health coverage or need to limit their caretaker responsibilities, including paying for child care or a home health aide if caring for a parent, in order to work," Rohling McGee said.

### A ripple effect across the economy, workforce

With uncertainty about whether federal tax cuts will reduce federal funding for Medicaid, Ohio's current state budget bill includes a provision that could terminate the expansion group entirely if federal funding falls under 90% for that group.

"While Ohio may see savings from reducing coverage for people enrolled in Medicaid, reducing coverage will also come with costs to the state, as well as lost revenue,"

Rohling McGee said.

If the expansion group gets reduced in membership or cut entirely, the state could lose revenue generated by the tax and franchise fee on managed care plan revenues, as well as other income tax and sales tax revenue generated through the provision of health care to these enrollees, said Rohling McGee.

Cuts to Medicaid, coupled with other possible cuts to the Supplemental Nutrition Assistance Program (SNAP), could cause a ripple effect across states' economies, according to the Commonwealth Fund, a foundation focused on health care policy and research.

The Commonwealth Fund estimates states' gross domestic products (GDPs) would go down by about \$95 billion. The total economic output lost would be about \$157 billion, and the average state's reduction in its GDP for 2026 would be \$1.9 billion, according to the foundation.

Health care jobs and other jobs that support the health care field could take a hit.

Nationwide, about 888,000 jobs would be lost in 2026, including 477,000 health care jobs at hospitals, clinics, doctors' offices, pharmacies and nursing homes, according to the Commonwealth Fund.

Health facilities, like rural hospitals and nursing homes, might close, limiting access even for those who remain insured. Another 411,000 jobs would be lost as the effects extend to other industries, such as retail,

construction and manufacturing, the foundation said.

In Ohio, the Commonwealth Fund estimates losses of:

- \$2.9 billion in federal funding
- \$6.4 billion in the state's economic output
- \$3.8 billion of Ohio's GDP
- 20,000 direct health care jobs
- 18,200 other jobs
- \$573.2 federal tax revenue
- \$260.5 state and local revenue

Hospitals in the region could feel the impact of reduced Medicaid coverage.

About 20.24% of Kettering Health's payor mix in 2022 was from Medicaid, along with 47.97% from Medicare, 24.8% commercial insurance and the remainder from other sources, according to past audits available through the Municipal Securities Rulemaking Board.

Premier Health saw a similar payor mix in 2023 with 20.6% from Medicaid, 48.4% from Medicare, 29.6% from commercial insurance and rest from other sources, like self-pay and charity care.

Across the Bon Secours Mercy Health group, which has locations in Clark, Champaign, Warren and Butler counties, about 16.1% of its payor mix was from Medicaid, 37.1% from Medicare, 44.3% from commercial insurance and the remainder from other sources in 2024.

## Medical debt

Decreased health coverage for low-income Ohioans could also increase medical debt and limit disposable income.

Nationwide, nearly one in 12 adults, or 20 million adults, owe medical debt totaling \$220 billion, according to one analysis from KFF, a health care policy and research organization.

Medical debt decreased in states that expanded Medicaid access, according to researchers from Harvard and Stanford in a study published in the Journal of the American Medical Association.

“People may be less likely to have expendable income for things like food and housing because of increased medical costs without access to insurance through Medicaid,” Rohling McGee said.

Medicaid expansion provides financial protection by lowering out-of-pocket costs and preventing catastrophic medical expenses, she said.

This, along with improved health due to access to care, helps keep them employed.

“In Ohio, Medicaid has played a crucial role in helping vulnerable households achieve greater economic security while improving access to necessary health care services,” Rohling McGee said.

Contact this reporter at 937- 503-5305 or email samantha.wildow@coxinc.com.

# Frazier's Kitchen to open in Middletown

## RESTAURANTS



*Robert and Anna Frazier are opening Frazier's Kitchen at 1206 Central Ave. in Middletown.* BRYN DIPPOLD/STAFF

BY BRYN DIPPOLD STAFF WRITER

The owner of Frazier's Kitchen, opening soon at 1206 Central Ave., has big hopes for how it can serve Middletown with food 24 hours a day.

Frazier's has been around for a few years, starting with late-night cooking out of the owner's home, to a spot in @ The Square for about a

year and now with its own location.

Robert Frazier, owner and cook, is hoping to open up in the 1800-squarefoot space within the next month, operating 24 hours a day.

Anna Frazier, Frazier's wife, said she's "excited" about opening. "I can't wait, we're ready. We want to open tomorrow."

Anna has been in the restaurant business all her life and isn't daunted by the 24-hour schedule. Her and Frazier were both born and raised in Middletown and have been together for about 10 years.

"She's my better half," Frazier said.

A few of their children will be working at Frazier's as cooks and waiters, making it a true family business.

Before starting Frazier's Kitchen, Frazier had a brief stint baking. He made his daughter's birthday cake one year and that "took off," but he soon realized baking wasn't his thing. He then started a transportation business.

The transition to cooking started when Frazier's wife, Anna, bought him a Father's Day gift: a flat top grill. He now has 3 at home.

He began cooking at night out of his home, starting at midnight, knowing that there weren't many places open late in Middletown where people could go for a bite to eat.

The first week, 50 people came out. The second week, 75 people. "The most people I had in my house was probably 150 people," Frazier said.

"It was too much," he said. "It was more of a hangout now. I just wanted to make food."

Quickly, Frazier realized that a different space was needed. His brother's

girlfriend came to him with the idea of getting a spot in @ The Square, a downtown Middletown restaurant that has since closed.

When the news got around about Frazier cooking @ The Square, he said "everybody came."

"I know everybody's order by heart," Frazier said. Hospitality has been a big focus for Frazier. "In this town, hospitality goes a long way."

When @ The Square closed in 2024, Frazier found a new spot at 1206 Central Ave. The space will feature a mural from Antwain Shaw-Huff, a Cincinnati-based mural artist.

Frazier's Kitchen will serve wings made on a flat top grill, quesadillas, taco salads, potato skins, fries and burgers with fresh never frozen beef. "That's what makes it really delicious," he said.

The restaurant will also serve all-day breakfast, including pancakes, sausage, biscuits, hashbrowns, breakfast burritos and grits.

Eventually, they hope to serve alcohol.

"I feel like this is going to be the biggest hit [for Middletown]," Frazier said.

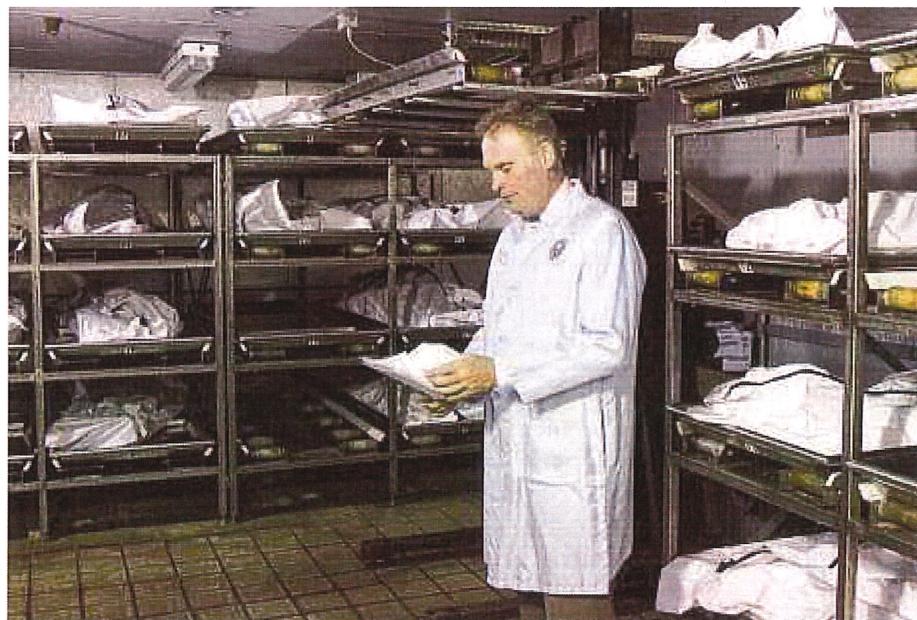
"We just want to serve the community," Anna said.

Eventually, Frazier's wants to donate lunch to the local police and fire departments and to the city building. "I want the city to know, we're here, we're not going nowhere," Frazier said. "I don't think food will be the last thing we get into."

"This is just the beginning," Anna said.

# Should Ohio's county coroners be elected?

Budget provision would turn all 88 county offices into appointed positions.



*Montgomery County Coroner Dr. Kent Harshbarger is seen in the cooler at the morgue where up to 60 percent of the bodies are those who died of drug overdoses.* STAFF FILE

BY AVERY KREEMER STAFF WRITER

Ohioans would no longer elect their county coroners if a provision passed by the Ohio House makes its way into state law.

The county coroner is one of a handful of countywide political offices elected by the entire county, alongside the offices of county commissioner, sheriff, auditor, recorder, engineer, treasurer, prosecutor,

clerk of court and county judges.

But the Republican-led Ohio House folded a provision into its budget proposal that would turn all 88 Ohio county coroners offices into offices appointed by county commissioners.

Appointed coroners, like elected coroners today, would still serve four-year terms under the proposal. Duly elected coroners would be allowed to serve out the remainder of their terms.

Ohio House Finance Chair Rep. Brian Stewart, R-Ashville, told reporters that the change was off the back of “years and years” of debate.

Stewart said the provision would help solve a scarcity issue counties are frequently running into. “It’s really hard to find folks that want to serve as a coroner at all, it’s even harder to find folks who are willing to be the coroner and want to run a political campaign to do so,” he said.

The result, Stewart said, is that Ohio lawmakers have had to step in to allow specific counties to appoint their coroners.

“We think it’s just time to get away from the entire process,” said Stewart, a former Pickaway County commissioner.

“I don’t think there’s a Democrat and a Republican way to sign a death certificate.

I think it’s time to just simplify matters (and) let the county commissioners retain a coroner the same way they retain a dozen other officials to do a very specialized job.”

Coroners react Montgomery County Coroner Kent Harshbarger told this outlet that the House’s proposal wouldn’t solve any problems.

“We’d love to improve the system if there’s ways to improve it,” Harshbarger said. “This saves no money; it changes nothing.

It doesn't improve any system, but it gives all the power to three people – the coroner's not accountable to anyone other than those three people."

Harshbarger, a Republican who has long run unopposed in the county, won another four-year term last year that will take him through 2028. If the House's provision had been law of the land last year, Harshbarger's political fate would have been decided by the three Democrats who manned the Montgomery County Commission at the time.

A joint statement from the county coroners of Butler, Clermont, Hamilton, Highland and Warren counties decried that the proposal wasn't brought to county coroners before being added to the bill. The statement called it "unprofessional and reckless."

"The office of the County Coroner – a position elected by the people – serves as a vital check against institutional overreach by ensuring that cause and manner of death determinations and forensic investigations are conducted impartially and without undue influence," the statement reads. "Eliminating this role removes a layer of democratic oversight and risks consolidating investigative power in less accountable, potentially politicized hands."

### The county coroner's job

Harshbarger raised general concerns about commissioners' considerations when appointing a coroner, given that commissioners are tasked with setting the county government's budget.

"Right now, I sit at the same table with everyone else who's elected by the same people and demands my operational piece of the pie," Harshbarger said.

"That goes away when (coroners) become appointed."

In Ohio, coroners must at minimum be licensed physicians with two

years experience and have good standing. As far as political legwork goes, candidates must obtain 50 verified signatures from independent or politically aligned county voters in order to participate in a primary — any further campaigning is optional.

Harshbarger explained that the pay of county coroners doesn't provide incentive to get active physicians to leave the private sector.

As such, the county coroner role generally attracts retiring doctors. Recent changes in the state's health benefits, combined with the fact that coroners must be on call 24/7, leads to the job being unattractive for many.

Of the state's 88 coroner offices, 10 are currently filled through non-electoral means: either through appointment or through contracting out coroner work to other counties.

Harshbarger, for example, also serves as the appointed Morrow County coroner.

Stewart told this outlet in a text that he has no intention of changing any other countywide elected office to an appointed office.

There is a well-documented shortage of forensic pathologists qualified to do a coroner's job. In fact, several local elected county coroners have fulltime jobs in other counties where they can make more money than the law allots for the elected position.

- Montgomery Count Coroner Harshbarger is chief deputy coroner for the Franklin County Coroner's Office.
- Clark County Coroner Susan Brown is a forensic pathologist at the Montgomery County Coroner's Office.
- Warren County Coroner Russell Uptegrove is deputy coroner at the Hamilton County Coroner's Office.

There has so far been no public testimony heard on the House's coroner provision.

It was folded into the budget proposal alongside more than a hundred other amendments and voted out of committee that same day before the bill was approved by the House the next day.

The provision is expected to draw debate once the Ohio Senate begins vetting the budget proposal later this month.