



MIDDLETOWN

City of Middletown Health Department



Public Health
Prevent. Promote. Protect.

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

DATE: October 10, 2025
TO: Board of Health Members
FROM: Jacquelyn Phillips Carter, MPH, BSN, RN-Secretary
SUBJECT: **Agenda for October 14, 2025**

City of Middletown Board of Health & Environment will meet in regular session **October 14, 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

CITIZEN COMMENTS

PUBLIC HEARING

1. MBHE Ordinance No. 2025-03- HSTS & Private Water Fees

APPROVAL OF MINUTES – September 2025 *(motion and approval)*

RECEIVE AND FILE FINANCIAL REPORT- Unavailable due to cyber incident

NEW BUSINESS

1. Travel Authorizations-None
2. Second Reading of MBHE Ordinance No. 2025-03-HSTS & Private Water Fees
(motion to read by title only)
3. Adoption of MBHE Ordinance No. 2025-04-By Emergency- Registered Service Providers
to Collect Effluent Samples
(motion to read by title only and motion to adopt)
4. Approval of CMHD Public Health Worker Agreement-DeAnna Shores
(motion to approve)
5. Approval of Contract for HSCloud Suite
(motion to approve)

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-Carla Ealy, BS, REHS

BOARD MEMBER OPEN DISCUSSION

ADJOURNMENT

The next Board of Health Meeting is scheduled for November 11, 2025 at 7:30AM.

It is the policy of 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 502-527-1280 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
September 9, 2025

The City of Middletown Board of Health met in regular session at 7:30 AM on September 9, 2025.

Members Present

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

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

None.

ROLL CALL

All board members were present.

CITIZEN COMMENTS

None.

APPROVAL OF MINUTES –August 2025

Motion: Ms. Sibcy moved, seconded by Mr. Richmond to approve the August Board of Health minutes.
Roll call vote: Yes-7 (Lolli, Bonnell, Sibcy, Zollett, Richmond, Miller, Baggett). No-0. Motion Passed.

RECEIVE AND FILE FINANCIAL REPORT

Ms. Phillips Carter explained that although the August Financial Report is unavailable at this time due to the cybersecurity incident, Mr. Richmond created a guide to make reading the monthly financial reports easier. The guide is an easy-to-read document that explains how to read the Health Fund reports the same way every month, spot trends and turn them into clear talking points for the board.

NEW BUSINESS

Travel Authorizations-Association of Ohio Health Commissioners (AOHC) Fall Conference

Ms. Phillips Carter stated that the Annual AOHC Fall Conference will be held in Columbus September 22nd-24th. Ms. Phillips Carter, Ms. Ealy and Dr. Jennewine will be attending the conference.

Motion: Ms. Lolli moved, seconded by Ms. Miller to approve the travel authorization.

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

First Reading of MBHE Ordinance No. 2025-03- HSTS & Private Water Fees by title only

Ms. Ealy stated that private water fees have not been increased in several years. The substantial increase is to include the water samples that are required for new wells and alterations of existing wells.

Motion: Dr. Zollett moved, seconded by Ms. Miller to read MBHE Ordinance No. 2025-03 by title only.

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

REPORTS

Health Commissioner

Ms. Phillips Carter introduced University of Cincinnati student, Heather Kimbrough, BSN, RN, currently working on her Master of Science in Nursing-Family Nurse Practitioner. Ms. Phillips Carter welcomed Ms. Kimbrough and encouraged her to ask any questions she may have.

Ms. Phillips Carter noted that the Health Commissioner report is included in the Board of Health packet.

Ms. Phillips Carter informed the board that through the Continuity of Operations Plan (COOP plan), CMHD was able to get up and partially operating by the second day of the cyber security incident, and fully operational by the third day. CMHD worked with its partners and acquired hotspots and laptops from the Butler County Emergency Management Agency (EMA).

Ms. Phillips Carter explained that initially, the department could only offer either birth or death certificates, not both. The decision was made to offer death certificates since clients have to purchase those in the city or county where the decedent passed away; whereas birth certificates can be purchased state-wide. The following day, CMHD was also able to process birth certificate orders.

Ms. Phillips Carter further explained that CMHD worked with partners at the state to issue burial permits and e-file death certificates and partnered with Drug and Poison Information Center (DPIC) to handle incoming calls for the health department. Additionally, CMHD created back-up email addresses for all CMHD staff and set up a google phone number to ensure continuity in communication with businesses and clients.

Ms. Kimbrough asked if we were prepared for the cybersecurity incident and if we are now more prepared in the event that it should happen again.

Ms. Phillips Carter explained that the department is always prepared thanks to our emergency planning. An After-Action Plan will be developed once the situation is fully resolved, and board members will be provided with the results. Mayor Slamka thanked Ms. Phillips Carter for keeping the Board of Health up-to-date throughout the cybersecurity incident.

Medical Director

Dr. Jennewine reported the August communicable disease case numbers.

Amebiasis	1
C. auris	1
COVID-19	161
Campylobacteriosis	2
Chlamydia infection	26
Giardiasis	1
Gonococcal Infection	8
Hepatitis B	3
Hepatitis C	7
Salmonellosis	3
Strep Pneumoniae-invasive	1
Streptococcal-Group A-invasive	1
Syphilis	1
Tuberculosis	1

Director of Nursing

Ms. Corbin informed the Board that we have completed the first quarter of the Public Health Emergency Preparedness (PHEP) grant deliverables.

Ms. Corbin reiterated that an after-action plan regarding the cybersecurity incident will be presented to the board after the conclusion of this event. Ms. Corbin informed board members that we are going into our fourth week of the cybersecurity incident.

Ms. Corbin stated that the basis of our COOP plan is solid, however; there will be things that we work on improving in the future.

Ms. Corbin informed board members that the health fair, "What the Health?", will be held September 27th at the Middletown Event Center. The planning committee is meeting again this week. Ms. Corbin informed the board that the health fair will include a face painter, touch-a-truck, vaccinations and physicals by Centerpointe Health, and the library will also be present.

Environmental Director

Ms. Ealy informed the Board that during August three plan reviews were received: a vending, mobile and body art. Four facilities were licensed: Ollie's Halal Munchies, Chick Fil-A and a vending.

Ms. Ealy informed the board that there were two failing septic systems located, on Finley Street and Windsor Drive. The Finley location has to be approved by the Ohio EPA. A Notice of Intent (NOI) must be submitted and approved by Ohio EPA for surface discharge.

Ms. Ealy informed the board that CMHD is planning on sending all unpaid septic fees to the auditor by the end of the month. Ms. Ealy noted that the cybersecurity incident may cause a delay.

Ms. Ealy informed the board that Accela continues to present challenges. Ohio Association of Health Commissioners (OAHC) has been working with HealthSpace to come up with a reasonable contract available to health departments. Nine local health departments have already converted back to HealthSpace, with 12-15 more departments working on going back. Ms. Ealy stated that we have received a reasonable estimate for the cost of returning to HealthSpace.

Board Member Open Discussion

Ms. Lollie informed the board that the next Walk with a Doc will be held September 20th at 9am at Sunset Park.

Mayor Slamka thanked CMHD for hand delivering board packets in the absence of email.

Mayor Slamka informed the board that the State of the City Address is a great opportunity to learn what has gone on in the city over the last year. The State of the City Address will be held on Tuesday September 23rd at 6pm at the Middletown Event Center.

Mayor Slamka informed the board that the 2nd annual Comicon will be held at Miami University Middletown this Saturday, September 13th.

Ms. Kimbrough asked if the Board of Health is the voting body for health policies.

Ms. Phillips Carter informed her that it is and Board of Health Meetings are held the second Tuesday of each month in Conference Room 2C of the City Building at 7:30am.

Mayor Slamka added that Board of Health members are appointed by City Council and the Mayor is always the president of the Board of Health.

The board and CMHD staff introduced themselves to Ms. Kimbrough.

ADJOURNMENT

The meeting was adjourned at 8:21AM. The next meeting will be held on October 14, 2025 at 7:30AM in Conference Room 2C.



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



Elizabeth Slamka, President
City of Middletown Board of Health

MBHE ORDINANCE NO. 2025-03

AN ORDINANCE AMENDING THE FEES CHARGED BY THE MIDDLETOWN BOARD OF HEALTH AS AUTHORIZED BY THE OHIO ADMINISTRATIVE CODE AND OHIO REVISED CODE IN O.A.C. 3701-28 AND R.C. 3701.344 FOR PRIVATE WATER SYSTEMS, AND O.A.C. 3701-29 AND R.C. 3718.06 FOR SEWAGE TREATMENT SYSTEMS.

BE IT ORDAINED, by the Middletown Board of Health, Middletown, Ohio, that:

Section 1

The fees authorized by Ohio Administrative Code 3701-28 and R.C. Section 3701.344 for Private Water Systems are hereby amended as set forth in Exhibit A, attached hereto.

Section 2

The fees authorized by Ohio Administrative Code Chapter 3701-29 and R.C. 3718.06 for Sewage Treatment Systems are hereby amended as set forth in Exhibit B, attached hereto.

Section 3

The amended fees herein shall begin on December 1, 2025.

Elizabeth Slamka, President	1 st Reading: <u>9/9/2025</u>
	2 nd Reading: <u>10/14/2025</u>
	3 rd Reading: _____
	Adopted: _____

Jacquelyn Phillips Carter
Health Commissioner

Approved as to form:

Law Director

EXHIBIT A

Private Water Samples		Current Fee	New Fee
Total Coliform Samples (per sample)		\$65.00	\$65.00 plus lab cost
Nitrate Samples (per sample)		\$35.00	\$65.00 plus lab cost

Private Water Systems	Current Fee	New Fee
Installation of a Private Water System (Well) <i>Single-family / Non Single-family dwelling; includes 1 water sample.</i>	\$100.00	\$250.00
Alteration of a Private Water System (Well) <i>Single-family / Non Single-family dwelling; includes 1 water sample.</i>	\$100.00	\$225.00
Installation of a Private Water System (Non-well) <i>Single-family / Non Single-family dwelling: Cisterns, Ponds, Springs, Hauled Water Storage Tanks. Includes 1 water sample. For ponds, turbidity lab fee required in addition to permit fee.</i>	\$100.00	\$250.00
Sealing of a Private Water System <i>Single-family / Non Single-family dwelling</i>	\$30.00	\$75.00
Well Conversion <i>Single-family / Non Single-family dwelling; includes 1 water sample.</i>	\$100.00	\$225.00
Construction of a Test Well <i>Single-family / Non Single-family dwelling; includes 1 water sample.</i>	\$100.00	\$200.00
Alteration of a Test Well <i>Single-family / Non Single-family dwelling; includes 1 water sample.</i>	\$100.00	\$200.00
Water Haulers (per truck)	\$65.00	\$65.00
Application for a Variance	\$30.00	\$30.00
Water Survey for Real Estate Closing <i>Includes 1 water sample</i>	\$100.00	\$300.00

Penalty fee of 25% of the permit fee for each new installation, alteration or sealing will be assessed if work has commenced prior to a permit being issued per R.C. 3709.09. This additional fee shall not be charged for an alteration of new construction performed in compliance with O.A.C. 3701-28-03(H).

EXHIBIT B

Household Sewage Treatment Systems (HSTS) / Gray Water Recycling Systems (GWRS)	Current Fee	New Fee
Permit for the operation of HSTS / GWRS		
Mechanical		
Surface Discharging – 1 year permit	\$40.00	\$40.00
Non-Surface Discharging – 3 year permit	\$40.00	\$40.00
Non-mechanical – 5 year permit	\$40.00	\$40.00
Inspection for operation of an HSTS / GWRS	\$20.00	\$20.00
Registration of Septage Haulers	\$105.00	\$105.00
Vehicle Permit for Septage Haulers	\$25.00	\$25.00
Registration of Installers	\$140.00	\$140.00
Registration of Service Providers	\$140.00	\$140.00
Permit for new or replacement HSTS / GWRS <i>Includes 12-month inspection</i>	\$266.00	\$290.00
Permit to alter an existing HSTS / GWRS	\$200.00	\$250.00
Site review application	\$65.00	\$125.00
Abandonment of HSTS/GWRS	\$15.00	\$25.00
Subdivision Review		
First Lot	\$95.00	\$95.00
Each Additional Lot	\$55.00	\$55.00
Addition Review (Pool, Garage or Room Addition)	\$30.00	\$30.00
Variance	\$30.00	\$30.00
HSTS Effluent Testing (per sample)	\$65.00	\$65.00 plus lab cost

Each registration shall expire on December 31 of the year in which registration occurred.

Penalty fee of 25% of the permit fee will be assessed if work has commenced prior to a permit being issued for a new installation or alteration per R.C. 3709.09.

MBHE ORDINANCE NO. 2025-04

AN ORDINANCE AUTHORIZING REGISTERED SERVICE PROVIDERS TO COLLECT EFFLUENT SAMPLES AS PROVIDED FOR BY THE OHIO ADMINISTRATIVE CODE IN O.A.C. 3701-29-19 AND THE OHIO REVISED CODE IN R.C. 3709.21 AND DECLARING AN EMERGENCY.

WHEREAS, Under O.A.C. 3701-29-19(E)(1), a local board of health shall either collect effluent samples from home sewage treatment systems with a National Pollutant Discharge Elimination System (NPDES) permit or allow, in accordance with O.A.C. 3701-29-19, registered service providers to collect such samples; and

WHEREAS, The Middletown Board of Health desires to allow registered service providers to immediately begin collect such samples;

BE IT ORDAINED, by the Middletown Board of Health, Middletown, Ohio, that:

Section 1

As authorized by O.A.C. 3701-29-19(E) and R.C. 3709.21, the Board of health hereby allows registered service providers to collect effluent samples for a system with a National Pollutant Discharge Elimination System (NPDES) permit, provided that they accurately and consistently collect such samples in accordance with the protocols established by the Ohio Department of Health or the Ohio EPA.

Section 2

This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, to wit: in order for registered service providers to be immediately allowed to collect effluent samples as needed, and shall take effect and be in force from and after its adoption.


Elizabeth Slamka, President
Board of Health and Environment

Adopted: 10/14/2025


Jacquelyn Phillips Carter
Health Commissioner
Board of Health and Environment

Approved as to form:

Law Director



MIDDLETOWN
City of Middletown Health Department

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City of Middletown Health Department Public Health Worker Agreement

Name DeAnna Shore S Affiliation Middletown Council Date Completed 7/25/25

PUBLIC HEALTH WORKER AGREEMENT

I hereby acknowledge that I have accepted the Public Health Worker position in the City of Middletown Health Department. I further acknowledge I am a temporary worker and not a permanent employee (and, therefore, not subject to certain benefits conferred on permanent employees pursuant to applicable law, regulations and rules) of the City of Middletown or the City of Middletown Health Department (CMHD). I understand and agree that all work performed pursuant to this Agreement shall be for CMHD, and all materials produced during my time worked with and/or for the CMHD are the property of CMHD. I acknowledge that my time worked will be compensated in the amount of (30) dollars/hour until the termination of this contract or grant period end date (11/30/2027), not to exceed \$30,000.

I agree and understand that I will follow the directions of CMHD while participating in this Agreement. In addition, as applicable, I agree to follow all pertinent federal, state and local laws, rules and regulations, including policies and standards related to and governing the access of CMHD data, databases, and data sets.

I irrevocably waive, release, and forever discharge, on behalf of myself and my successors and assigns, the City of Middletown, CMHD and their respective representatives, agents and employees from any and all claims, demands, damages, actions, causes of action, suits and liabilities of any kind or nature whatsoever which may arise now or in the future and are in any way related to this Agreement, including but not limited to CMHD representatives, agents or employees assisting with any of my assigned activities pursuant to this Agreement. I acknowledge that this release and waiver includes, but is not limited to, any claims of bodily injury and property damage, whether sustained before, during or after my time working as a Public Health Worker for CMHD.

I understand that my Confidential Information, as well as any additional information requested, may be shared with other federal and state agencies, including, but not limited to, law enforcement and security agencies. I understand that the CMHD will not make this information available for any purpose except as set out in this Agreement.

I understand I may have access to certain confidential or Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, (collectively, "Confidential Information" and further defined in the CMHD HIPAA Agreement I am executing in conjunction with this Agreement, which is attached hereto and incorporated herein by reference) in my capacity as a Public Health Worker. Accordingly, I understand and agree that:

1. Confidential Information is specifically protected under state and federal law. Unauthorized release of Confidential Information may make me subject to legal and/or disciplinary action.
2. It is my legal and ethical responsibility to protect the privacy, confidentiality and security of all Confidential Information, including business, employment and medical information relating to patients, members, volunteers and



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Middletown, Ohio

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health care providers. I shall respect and maintain the confidentiality of all discussions, deliberations, patient care records and any other information.

3. I will only access the minimum necessary information to satisfy my duties and responsibilities. I shall only access or disseminate Confidential Information in the performance of my assigned duties and where required by or permitted by law, and in a manner which is consistent with CMHD's officially adopted policies, or where no officially adopted policy exists, only with the express approval of my supervisor. I shall make no voluntary disclosure of any discussion, deliberations, or Confidential Information.

4. My obligation to safeguard Confidential Information continues after the termination of my Public Health Worker assignment(s) and/or this Agreement.

5. I may not assign this Agreement or any interest herein without prior written consent from CMHD.

I understand that either party hereto may terminate this agreement by giving the other party 14 days written notice. The Parties intend that all items listed above shall survive the termination of this Agreement.

This Agreement shall be in effect from the date of my signature below until the earlier of: (i) termination of this Agreement by CMHD or Contractor; or (ii) completion of my Public Health Worker assignment(s).

I hereby acknowledge that I have read and understand the foregoing information, and have had a reasonable opportunity to review this Agreement in consultation with independent legal counsel of my choosing, and that my signature below signifies my agreement to be bound by, and comply with, the above terms. In the event of a breach or threatened breach of the Confidentiality Agreement, I acknowledge that CMHD may, as applicable and as it deems appropriate, pursue any action to enforce this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand as of the day and year first above written.

CITY OF MIDDLETOWN BOARD OF HEALTH

By: *Elyse L. Lander* / 10/14/2025
President Date

Approved as to form:

Attest: *Jacqueline L. Lander* / 10/14/25
Secretary Date

Law Director

Date

Public Health Worker

By: *Chad Lander* / 9/25/25
Public Health Worker Date

EIN, TIN, or Social Security Number

City of Middletown Health Department
Middletown, Ohio

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CMHD HIPAA AGREEMENT: SIGN, RETURN A COPY, AND KEEP A COPY FOR YOURSELF

CITY OF MIDDLETOWN HEALTH DEPARTMENT CONFIDENTIALITY AGREEMENT FOR PUBLIC HEALTH WORKERS

I, the undersigned, acknowledge that during the course of my participation or performance of duties at the City of Middletown Health Department, hereby referred to as the “facility,” that I may receive access to confidential information of the facility that is prohibited from disclosure to others.

“Confidential Information” means information provided by the facility that is not commonly available to the general public, Protected Health Information (as defined in 45 C.F.R. § 160.103), or information which is otherwise required by applicable federal, State or local law or regulation to be protected from disclosure to third parties not considered part of the facility’s “workforce” as that term is defined by federal and state health information privacy regulations such as the Health Information Portability and Accountability Act.

Confidential Information includes information contained in patient medical records and any other health information which identifies a patient; quality assurance, research or peer review information; and information concerning the facility’s employees, services or business operations. Such information can be acquired by any means and in any form, written, spoken or electronic.

I agree not to share, disclose or discuss Confidential Information with anyone who does not have a legitimate interest in such information. I will abide by the facility’s policies and procedures concerning the use or disclosure of Confidential Information and I will contact a representative if I have any questions regarding these policies and procedures. I will immediately notify the facility in the event I suspect or become aware that Confidential Information has been disclosed in breach of any applicable law or the facility’s policies and procedures.

I will maintain and protect the privacy of the facility’s employees, staff and patients in my use and disclosure of Confidential Information and I will not misuse or be careless with such information.

I understand that any violation of this Agreement or the facility’s policies related to access, use or disclosure of Confidential Information may result in significant legal ramifications for which I will be held solely responsible with respect to this Agreement.

I acknowledge that I have reviewed all of the information above.

I understand that compliance with the principles, policies and procedures expressed above is a condition of my participation and continued presence at the facility.

Name (please print) DeAnna Shores

Signature [Signature]

Date 9/25/25



HS GovTech

Contract for HSCloud Suite

Between:
"Customer"

City of Middletown, OH

Jackie Phillips Carter Health
Commissioner Phone: 513.425.1818
mchd@cityofmiddletown.org

And

"HS GovTech"

HS GovTech USA

PO Box 90044
Charlotte, NC 28209-0044
www.HSGovtech.com
Eric Thomas, CEO

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This HS GOVTECH CONTRACT FOR HSCLOUD (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between HS GovTech and the Customer identified on the cover page to which this Agreement is attached. Each of Customer and HS GovTech shall be referred to herein individually as a “Party” and together as the “Parties.”

WHEREAS, HS GovTech is the provider of a web-based permit, financial, and inspection software application (as further defined herein, “HSCloud”);

WHEREAS, Customer desires to purchase access to all or a portion of the functionality of HSCloud for data management services, including performing inspections in the field using HSCloud, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. Definitions

- a) “**Confidential Information**” means any and all data or information in any form or medium (whether oral, written, electronic, or other) that the disclosing Party considers confidential or proprietary or that is otherwise not generally available to the public, or that, by its nature or the circumstances of its disclosure, the receiving Party should reasonably understand to be confidential or proprietary information of the disclosing Party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a Party, or any such information of clients or customers of a Party, which is disclosed by or on behalf of such Party to the other Party.
- b) “**Custom Configuration**” means alterations to the Standard Application, requested by Customer, to meet specific needs of Customer.
- c) “**Customer Data**” means all information, processes, documentation, and data provided or produced by Customer in connection with HSCloud that is not Public Data.
- d) “**Decommissioning**” means the process of transitioning Customer away from using HSCloud following termination or expiration of this Agreement, as more particularly set out in Section 9.
- e) “**HSCloud**” means HS GovTech’s web-based application for permitting, inspections, complaints, and reporting and the associated mobile applications that interface with the web-based application, as more specifically described in Appendix A hereto.
- f) “**HSCloud Services Agreement**” means a professional services agreement entered into by and between the Parties pursuant to which HS GovTech provides Customer with implementation, training, consulting, and other professional services in connection with HSCloud.



- g) **"HS GovTech Servers"** means servers operated and maintained by HS GovTech or co-located on which Customer Data and Public Data may be stored and accessible by Customer.
- h) **"MyHD"** means the citizen portal that allows Customer to interact online with its constituents. This includes the ability to post inspection results online, as well as to apply for permits, renew permits, and pay invoices and fees due to Customer securely online.
- i) **"Public Data"** means any and all information entered into or stored in the cloud by Customer, or by HS GovTech on behalf of Customer, that is published and made available to the general public via MyHD at the request of Customer, or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to Customer.
- j) **"Service Add-Ons"** refers to features or functionality of HSCloud that are part of the Standard Application but that must be purchased as additional features.
- k) **"SOW"** means a Statement of Work entered into by the Parties pursuant to an HSCloud Services Agreement.
- l) **"Standard Application"** means application functionality for the HSCloud that is available out-of-the-box including the standard configurability options in the system.
- m) **"Super User"** means a Customer user that has been delegated – by Customer – authority to perform all administrative functions in HSCloud, including but not limited to; adding Users and managing their permissions, the ability to manage documentation and interact with, and speak for Customer, with support, and to have access to the configuration and system editing tools of HSCloud.
- n) **"UAT"** means user acceptance testing.
- o) **"User"** is defined as anyone who Customer authorizes to access HSCloud on its behalf, whether or not employed by Customer.

2. Scope of Services

- a) HS GovTech will provide the customer with the features and functionality of HSCloud as set out in Appendix A.
- b) HS GovTech will provide Customer with training, implementation, and other professional services relating to HSCloud that are not specifically provided hereunder pursuant to an HSCloud Services Agreement which shall set forth the terms and conditions that will apply to such services. In addition, if the customer desires HS GovTech to develop any custom configurations for the customer, such development services will be subject to the HSCloud Services Agreement.

3. Right to Use HSCloud

- a) Subject to the terms and conditions specified in this Agreement, HS GovTech grants Customer a limited, non-exclusive, non-sublicensable, revocable right during the Term to use HSCloud as specified in Appendix A, subject to Customer paying the Fee according to the terms set out in Appendix C. The foregoing rights specifically



exclude any right of reproduction, sale, lease, sub-license or any other transfer or disposition of HSCloud, or any portion thereof, by Customer; provided, that Customer's Users shall be entitled to access HSCloud on Customer's behalf.

- b) The Fee is calculated based on the specifications set forth in Appendix A as of the Effective Date. Upon mutual agreement of the Parties with respect to the addition of any new modules, functionality, or expansion of use of HSCloud by Customer following the Effective Date, Appendix A will be amended to reflect the changes, and Appendix C will be amended to reflect any adjustments to the Fee to reflect the changes.
- c) HS GovTech will provide sufficient software access rights and upgrades of the supporting software required for the number of Users and scope as defined in Appendix A, subject to Customer's payment of the associated Fee.
- d) Customer is responsible for and agrees to abide by all the provisions of this Agreement, and will ensure that all Customer personnel with access to HSCloud comply with the terms of this Agreement.
- e) Customer acknowledges and agrees that its access to, and accordingly its use of, HSCloud is at all times subject to the following limitations:
 - i. No Modification or Reverse Engineering—Customer will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the documentation) the whole or any part of HSCloud, nor will Customer translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of HSCloud.
 - ii. No Demonstration with Intent to Replicate—Customer shall not demonstrate HSCloud to a competitor in whole or in part, or any other company or person with the intent to create a similar or like product.
 - iii. No Rental or Timeshare Use—Except as permitted herein, Customer will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit HSCloud in any way, nor will Customer use HSCloud in a computer service business, service bureau, hosting or time-sharing arrangement.
 - iv. Unauthorized Equipment—Customer will only use HSCloud on computing devices which are supported by HS GovTech and meeting the minimum system requirements specified by HS GovTech.
 - v. Proprietary Notices—Customer will not directly or indirectly remove any proprietary notices, labels, or marks from HSCloud or other materials, including those indicating any intellectual property rights of HS GovTech or any third party, unless otherwise agreed between the Parties in writing.
 - vi. Customer agrees that each individual accessing HSCloud must have a unique, individual email address. The use of shared or group email addresses is not permitted under this Agreement. A "User" is defined as any individual authorized by the Customer to access HSCloud on its behalf, regardless of employment status. User accounts and login credentials may not be shared and must be used solely by the assigned individual.



- vii. The Customer may add additional Users to accommodate organizational growth, up to a maximum of 20% above the originally licensed user count, without incurring additional fees. Any increase beyond this 20% threshold will result in a charge of \$900.00 per additional User.

4. Ownership of Software and Data

- a) HS GovTech warrants to Customer that HS GovTech has all necessary rights and licenses with respect to the HSCloud as required for HS GovTech to provide HSCloud to Customer in accordance with the terms set forth herein.
- b) All Customer Data and Public Data, whether entered into or stored in the system by Customer or by HS GovTech on behalf of Customer, is and will remain the sole property of the Customer. Customer represents warrants and covenants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as provided in accordance with this Agreement, the Customer Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- c) Customer hereby grants HS GovTech the irrevocable, royalty-free license during the Term of this Agreement to use, copy, and otherwise exploit the Customer Data and the Public Data for the express purpose of exercising its rights and performing its obligations pursuant to this Agreement or the HSCloud Services Agreement, including to extract, derive, compile, and publish the Public Data, and for any other purpose permitted hereunder or pursuant to the HSCloud Services Agreement. Customer acknowledges that whether HSCloud uses HS GovTech Servers or third-party servers, the supporting software will transmit data to HS GovTech Servers for the purpose of performing functions on the data required by this Agreement and to collect the Public Data.
- d) Except for the express warranties set forth herein, HSCloud is provided "as is" and "as available." HS GovTech specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, HS GovTech makes no warranty of any kind that HSCloud, or any products or results of the use thereof, will meet customer's or any users' other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. All third party materials are provided "as is" and any representation or warranty of or concerning any third party materials is strictly between customer and the third party owner or distributor of the third party materials.

5. Obligations of Customer

Customer will designate staff members to provide the following functions under this Agreement:

- a) Customer Administrator: This individual is responsible for Administrator functions within the system for Customer.
- b) Customer agrees to designate a replacement Administrator within thirty (30) days if the primary cannot serve in that capacity or leaves Customer's organization.
- c) Customer will provide access to HS GovTech's online learning material for all Users using HSCloud.
- d) If Customer supplies the computing devices to operate the supporting software, Customer is responsible, with support from HS GovTech, to install HSCloud on Customer's computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the supporting software on such devices.
- e) Customer will pay the Fees set out in Appendix C on the terms and conditions provided therein.

6. Software System Upgrades and Changes

- a) The Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with Customer's specific needs and requirements. It does not include any custom development, such as design changes to modules deployed for Customer that are outside the normal configuration options of HSCloud. Phone number, office address, Customer logo changes, print forms (i.e., permits, inspections, etc.) are modifiable for no additional fee (if mandated by state or local ordinance changes). Changes that are discretion-designed in nature but not regulatory are only covered once per year. Non-regulatory changes greater than once per year will be billed as a change fee. A year is defined by a rolling twelve-month basis.
- b) HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HSCloud resulting from system upgrades and changes.

7. Intellectual Property

- a) HSCloud and all intellectual property and other rights therein will, at all times, remain the property of HS GovTech. Subject only to the use rights granted herein, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to HSCloud, whether expressly, by implication, estoppel, or otherwise. All rights, title, and interest in and to HSCloud are and will remain with HS GovTech and its licensors.
- b) If Customer provides any input, feedback, suggestions, ideas or proposals regarding HSCloud ("**Feedback**"), and such Feedback is not provided in connection with the development of a Custom Configuration or otherwise specifically on a confidential basis, Customer grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all such Feedback without restriction, provided, that such Feedback is given to HS GovTech on an "as is" basis and Customer does not provide any warranty regarding the Feedback.

8. Term

- a) The term of this Agreement will be five (5) years from the Effective Date (the “Initial Term”).
- b) This Agreement will automatically renew under the same terms and conditions for consecutive one-year periods (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) at the expiration of the Initial Term and each subsequent Renewal Term unless:
 - i. Customer and HS GovTech enter into a new written agreement which replaces this Agreement, or;
 - ii. Customer or HS GovTech provides the other Party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or the applicable Renewal Term, as the case may be.

9. Termination

- a) Should either Party materially breach any provision contained in this Agreement and not correct or substantially cure such breach within sixty (60) days after receipt of written notice by the other Party of such breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-breaching Party. Notwithstanding the foregoing, with respect to Customer’s payment obligations hereunder, if Customer fails to make a payment within thirty (30) days of the applicable due date, such failure shall constitute a material breach, and Customer shall only have an additional thirty (30) days to cure such breach following notice from HS GovTech.
- b) In the event either Party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other Party may, at its sole discretion, terminate the Agreement upon thirty (30) days notice to the other Party and the provisions set out in Section 9 for Decommissioning will not apply.
- c) In addition, HS GovTech may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate, or otherwise deny Customer’s, or any User’s, access to or use of all or any part of HSCloud, without incurring any resulting obligation or liability, if: (i) HS GovTech receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (ii) HS GovTech believes, in its good faith discretion, that: (A) Customer or any User has failed to comply with any material term of this Agreement, or accessed or used HSCloud beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement provided by HS GovTech; (B) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with HSCloud; or (C) this Agreement expires or is terminated. This Section 8(c) does not limit any of HS GovTech’s other rights or remedies, whether at law, in equity, or under this Agreement.

10. Decommissioning

- a) Upon termination of this Agreement, or its expiration without replacement, (i) Customer will immediately cease using HSCloud, and (ii) HS GovTech will transmit all Customer Data stored on HSCloud to Customer and securely erase such Customer Data from HSCloud within thirty (30) business days of the effective date of termination or expiration, as the case may be. Customer Data will be provided in a SQL backup file (.bak file), or comma delimited if requested by Customer. For Decommissioning to occur, all outstanding monies owed to HS GovTech by Customer must be paid in full at the time of Decommissioning. If Customer is in arrears at the time of termination or expiration of the Agreement, Customer will begin its thirty (30) day Decommission cycle upon full payment of all outstanding amounts owed to HS GovTech. HS GovTech will permanently delete all Customer Data after Decommissioning within ninety (90) days of the date of termination or expiration of this Agreement.

11. Confidentiality

- a) Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other Party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.
- b) Upon termination or expiration of this Agreement or upon the written instruction of the Party owning Confidential Information, the other Party will return or destroy the requesting Party's Confidential Information. For purposes of the foregoing, a Party will be deemed to have destroyed electronic Confidential Information when it executes an application - or operating system-level, commercially reasonable delete function on it, provided that thereafter, it does not conduct or permit any recovery or restoration of the same.
- c) Each Party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such Party and for any failure by such Party to comply with the terms hereof. Each Party will indemnify and hold harmless the other from and against any and all claims arising out of any breach by it of this Section 11(c).
- d) The obligations of confidentiality set out in this Section 11 will not apply in respect of uses or disclosures of Confidential Information where:
 - i. The Party disclosing such Confidential Information consents in advance in writing,
 - ii. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the Party proposing to disclose the Confidential Information gives the other Party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or



iii. The Party proposing to use or disclose the Confidential Information can establish with documentary evidence that other than because of a breach of this Agreement, The Confidential Information:

- A. is available in the public domain or is Public Data,
- B. was disclosed to it by a third party without violating confidentiality obligations or
- C. was already known by it or was subsequently developed by it without any use of Confidential Information of the other Party.

12. Protected Health Information

- a) HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronically protected health information (PHI) included in the Customer Data in accordance with the NIST 800-53 Security Guide should Customer require that HS GovTech, subcontractor(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of Customer. PHI data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.
- b) HS GovTech will use encryption that is in accordance with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.
- c) Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.
- d) HS GovTech will implement technical security measures, including mechanisms to encrypt and decrypt electronic PHI "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.
- e) HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to Customer upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- f) HS GovTech will provide reports or additional information upon request of Customer and access by Customer or designated staff to HS GovTech's facilities and/or any location involved with providing services to Customer or involved with processing or storing Customer Data, and HS GovTech shall reasonably cooperate with Customer staff and audit requests submitted under this Section. Any Confidential Information of either Party accessed or disclosed during the course of the security audit shall be

treated as set forth under this Agreement or applicable laws or regulations. Each Party shall bear its own expenses incurred in the course of conducting this security



audit. HS GovTech shall, at its own expense, promptly rectify any non-compliance identified by the security audit and provide proof to Customer thereof.

g) HS GovTech will immediately report any security incident to the appropriate Customer identified contact. If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any Customer Data that is subject to applicable data breach notification law, HS GovTech shall:

- i. Promptly notify the appropriate Customer identified contact within 24 hours or sooner unless a shorter time is required by applicable law,
 - ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner,
 - iii. Cooperate with Customer as reasonably requested by Customer to investigate and resolve the data breach,
 - iv. Promptly implement necessary remedial measures, if necessary, and
 - v. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- h) Access to Customer Data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security, and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance with their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.
- i) HS GovTech will deliver to Customer its annual SOC2 Type 2 audit within thirty (30) days of request if formally requested.

13. Indemnification

- a) HS GovTech shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and assigns from and against any and all liabilities, claims, or demands arising out of any third-party claim that HSCloud infringes or misappropriates such third-party's United States patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent the alleged infringement arises from (i) third party materials or Customer Data, (ii) access to or use of HSCloud by Customer in combination with any hardware, system, software, network, or other materials or service not specified by HS GovTech for use with HSCloud, (iii) Customer's failure to comply with its obligations pursuant to Section 4(d), or (iv) any acts or omissions of Customer or its personnel. Customer will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.

- b) To the maximum extent permitted by law, Customer shall defend, indemnify, and hold harmless HS GovTech and its officers, directors, employees, agents, successors, and assigns from and against any and all



liabilities, claims, or demands arising out of any third-party claim based on Customer Data, including any processing of Customer Data in accordance with this Agreement, and any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any User, including HS GovTech's compliance with any specifications or directions provided by or on behalf of Customer or any User to the extent prepared without any contribution by HS GovTech.

- c) Each Party shall promptly notify the other Party in writing of any claim for which such Party believes it is entitled to be indemnified pursuant to Section 13(a) or Section 13(b), as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitee's sole cost and expense. The Indemnitor shall promptly assume control of the defense at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such claim, the Indemnitee shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 13(c) will not relieve the Indemnitor of its obligations under this Section 13, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.
- d) Customer acknowledges that HSCloud provided by HS GovTech constitutes part of an information system to be used by Customer, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.
- e) Section 13 sets forth the customer's sole remedies and HS GovTech's sole liability and obligation for any actual, threatened, or alleged claims that HSCloud or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

14. Limitations of Liability

- a) In no event will HS GovTech or any of its licensors, service providers, or suppliers be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (i) loss of production, use, business, revenue, or profit or diminution in value; (ii) impairment, inability to use or loss, interruption, or delay of the services, other than for the issuance of any applicable service credits pursuant to the service level agreement; (iii) loss, damage, corruption, or recovery of data, or breach of data or system security; (iv) cost of replacement goods or services; (v) loss of

goodwill or reputation; or (vi) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such



persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

- b) In no event will the aggregate liability of HS GovTech arising out of or related to this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to HS GovTech by customer under this agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.

15. Notice

- a) All notices provided under this Agreement will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below or to such other addresses as either Party may specify by notice to the other Party. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours or on the next business day if sent outside of regular business hours.

To HS GovTech:

HS GovTech Solutions Inc.
PO Box 90044, Charlotte NC 28290-0044
Eric Thomas, CEO
Telephone: 866-860-4224 ext 1004
Website: www.hsgovtech.com

To Customer:

CONTRACT CONTACT	
Name	Jackie Phillips Carter
Address	1 Denham Plaza Middle town OH 45042
Phone	513.425.1818
Email	mehd@cityofmiddletown.org - Jackie Carter @ City of Middle town.org

ACCOUNTS RECEIVABLE CONTACT	
Name	Nancy McKillop
Address	1 Denham Plaza, Middle town OH 45042
Phone	513 -425-7850
Email	Nancy McKillop @ City of middle town.org

- b) If normal mail service or email is interrupted by a Force Majeure (as defined below) or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the Party sending the notice will use

any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

16. General

- a) Neither Party is liable for any delay, interruption, or failure in the performance of its obligations hereunder if caused by acts of God, war, declared or undeclared, fire, flood, storm, landslide, earthquake, such Party's failure or inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the reasonable control of the Party affected (each, a "Force Majeure") that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the Party affected will promptly notify the other Party, giving reasonable particulars of the event. The Party so affected will use reasonable efforts to eliminate or remedy the event.
- b) This Agreement and the schedules and all attachments attached hereto and referenced herein will constitute the entire Agreement of the Parties and will supersede all prior negotiations, proposals, and representations, whether written or oral with respect to the subject matter hereof.
- c) This Agreement may not be modified except by subsequent agreement in writing executed by authorized representatives of both Customer and HS GovTech.
- d) It is mutually agreed by and between the Parties that the relationship between Customer and HS GovTech will be that of independent contractors, and this Agreement creates no principal-agent or employer-employee relationship.
- e) It is mutually agreed by and between the Parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.
- f) It is mutually agreed and acknowledged by and between the Parties that any breach by it of this Agreement with respect to the intellectual property rights or Confidential Information of the other Party may cause the other Party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other Party, and so upon such a breach the other Party may seek injunctive or other equitable relief against the breaching Party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.
- g) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of Ohio and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.
- h) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement, and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- i) This Agreement will ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Customer may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.



- j) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.
- k) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

For HS GOVTECH SOLUTIONS INC.:

For CUSTOMER:

Date Eric Thomas, CEO

10/14/20 Jackie Phillips Carter
Date Jackie Phillips Carter

09/25/2025 Ashley Franco

Date Ashley Franco, VP of Professional Services

Approved as to form:

Alexander Ewing Jax
Law Department



Appendix A – HSCloud Suite Functionality

Enablement Project Services

Scope of Services

This section describes the scope of the Project that the Customer and HS GovTech agree is needed to meet the Project objectives. The scope of this Project is based upon information gathered by HS GovTech, as well as information provided by the Customer during demonstrations. Listed below is the scope of work that will be performed and is predicated on the assumptions listed in Section **Operating Assumptions** of this SOW.

Should the Project scope be required to change at any time during this Project's lifecycle, those changes will be managed as described in the section **Change Order Process** of this SOW.

In Scope

Program Areas (Programs outside of the scope would constitute an additional fee)

- Food*
- Campgrounds
- Recreational Water
- Body Art
- Nuisance/Complaints
- Septic *
- Rabies*
- Private Water/Wells*

*Food based on existing state of OH food code and forms already in the system with no changes or customizations.

*Septic/Rabies/Private Water/Wells - meet code requirements and are based on Cuyahoga and/or Marion's live implementation of this module

All modules will be updated based on state mandates regulations and updated requirements at no additional cost to the agency.

Program - A standard Program in the HS GovTech system includes the following utilities, workflow and features.

Standard Workflow Utilities

Address Manager	Establishment Manager	Permit Manager
Contact Manager	Invoice and Fee Manager	Inspection Manager
Plan Review Manager	Temporary Event and Temporary	Event Vendor
Managers Complaint Manager		

Features within the Standard Workflow

- Bulk Invoicing for Annual Permit Renewals/Fees
- Unique Fee Schedule Management
- Ability to Bulk Import Check Payment Data

- HSMobile Inspection App
- Inspection Scheduler for Routine and Follow-up Inspections
- Violation Library Data Management Tool
- Public Facing Citizen Portal Inspection Results Posting Page (standard format)
- Standard Time Log Time Tracking Utility
- Standard Attachments Utility on all Utilities
- Standard “Record Summary” print-friendly view for all utilities/records
- Conversation Manager Interactive Emails Feature
- Ability to Mass Email System Contacts through Primary Workflows
- The ability to accept credit, debit, and ACH payments, including online payments by operators, through HS Pay using our native processor, CORE.
- Single Sign-On (SSO) integration supports the SAML protocol. Integration with OIDC protocol is available exclusively for AzureAD, Okta, and Google Workspace, provided SAML is not feasible for the client.
- Standard Print Engine and Expected Configurable Forms*
- Standard HSAalytics Platform with Standard Reports**

***Standard Print Engine Per Program**

- Ability to Print the following forms Per Program:
 - Permit Form (1) Inspection Form (1)
 - Complaint Form (1) Invoice Form (1)
 - Receipt Form (1)

Ohio Specific Print Forms:

- RFE Permit
- FSO Permit
- Food License Application*
- Campground License
- Temp Campground License
- Temp Campground Application
- Campground Application*
- Body Art Permit
- Body Art Application*
- Pool Application*
- Pool Equipment Inventory
- Pool Permit
- Temporary Body Art Permit
- Temp ODA (RFE) License
- Temp ODA (FSO) License
- Temp FSO/RFE Application
- Temp Body Art Application*
- Private Water Permit
- PSW Administrative Summary
- Septic Administrative Summary
- Septic Permit
- Vending License
- Vending Application
- Complaints Investigation Form

*Applications are renewal applications and not exposed on the online public portal.

****HSA Analytics Standard Reports**

Accounting Report	Deposit Report	Inspection Dashboard
Inspection Overview Report	Inspection Violation Report	Invoices Accounting Report
Permissions Report	Permit Info Report	Productivity Report
Time Tracking Report	Record History Report	Directors Report
Completed & Average Inspections Report		

Ohio Standard Reports

- 12 Month Inspection Report
- Audit Report - FSO License Report
- Audit Report - RFE License Report
- Audit Report for Temporary Vendor
- Campground Transmittal & Audit Report
- HSTS Systems Permit Report
- Ohio Department of Health Operations Permit Report
- Pool Audit Report
- Pool Transmittal
- RFE Temporary Transmittal
- STS Permit Fee Transmittal
- Transmittal Report - Food Service Operation
- Transmittal Report - Retail Food Establishment
- Private Water Transmittal, including ODNR Filing Fee

Data Conversion Services

Data Conversion is the process of receiving data from another source, and processing it and importing it into the HS GovTech Software.

The Data Conversion Services included under this Agreement are limited to the program areas identified above within the existing Notes database. Only demographic data from facilities shall be imported from HDIS, and no inspection data shall be included.

Standard Data Import Process requirements.

- File Types: *.bak, *.mdf, *.txt, *.csv *.xls(x)
- Initial Data Review, Cross Walk, Processing and Import
- 2 Rounds of Remediation on the Initial Import Process
- Final Go Live Data Processing and Import
- Historical Violation Libraries for all inspection data not generated from HSCloud
- Financial Data includes only open invoices (IE containing a balance)
 - All other Historic Data will be imported into historical utility



NOTE - Files provided in Excel need to meet certain criteria for acceptance:

- Each column must have a unique column name
- There must be only one header row
- All data should be in a single tab within the spreadsheet
- No cells may be merged
- No images may be present

Not Included with Data Import Process

- File Types:*.dbf, *.log, images, pdfs, *.dat
- Data De-Duplication and Sanitizing
- Additional Remediation Rounds
- Data Sets Submitted not listed in this appendix
- Attachments

Out-of-Scope

The In Scope section above describes the Services that HS GovTech will perform. Other services are not included. The process described in section **Change Order Process** can be used to add items to the scope.

Specialized Customization Requiring Development Resources (Non-Standard):

- There is no data conversion from existing databases to HSCloud Suite for the program areas listed above in this agreement.
- No complex Mathematical Calculations on Fields
- No complex logic for changing values of fields, based on the value of another field, or filtering drop down values
- No specialized logic for triggering the creation of invoices/fees
- No specialized logic for the triggering of record creation or the automation of steps within a workflow process

Project Enablement Approach

The approach described in this section reflects a combination of HS GovTech's best practices and experiences in providing enablement services to other HS GovTech's customers. HS GovTech's enablement methodology provides a simple and efficient, proven approach. Unless otherwise agreed, the Project will use this approach.

Enablement Methodology

Project methodology is carried out in the simplified phases defined below:

- Engage
- Enable
- Ensure

- Execute
- Exceed

HS GovTech's Enablement Methodology, in conjunction with the assumptions stated in Section **Operating Assumptions**, has been used to estimate all activities in this SOW.

Project Enablement Team

This section defines the organizational structure that could be utilized on this engagement.

HS GovTech's Management

HS GovTech will assign the following levels of management to support the professional services associated with this SOW / contract's referenced in section implementation phased activities:

HS GovTech's Project Enablement Manager – is responsible for the successful management and completion of the Project scope (Activities, Tasks, and Deliverables) in this SOW and for monitoring the HS GovTech team assigned to the effort to assure their performance is in accordance with this SOW and the Project Schedule. In addition, the HS GovTech's Project Enablement Manager will manage the "Change Order Process" defined in Section **Change Order Process**.

HS GovTech's Executive – is responsible for any matters brought for escalation and participates in the Project Steering Committee when HS GovTech's Program Manager or Customers' Project Manager requests such presence.

Project Phases

This section describes the activities and the tasks to be performed, the responsibilities of each organization while performing the activities, the deliverables to be produced, the project enablement burndown of hours, and the project charges.

Operating Assumptions

- The HS GovTech's Project Enablement Manager will control all changes to this SOW via the initiation of the Project Change Order Process described in section Change Order Process of this SOW. All mutually agreed-upon changes will become part of this SOW.
- The HS GovTech Project Enablement Manager will be responsible for coordinating as set forth in Section Enablement Phase with the customer's decision point of contact.
- Any activities, tasks, or Deliverables not specifically stated in this SOW are, by default, excluded from the work to be performed by HS GovTech, unless included by mutual agreement via the Change Order Process.
- All hours and days are business hours and days.
- Working hours are local to the office each resource is working.
- HS GovTech services will be performed at HS GovTech site(s)

- HS GovTech will be hosting (1) HSCloud Suite Environment. Any additional required environment(s) will have cost implications.

- Any third-party products not outlined in this SOW will be subject to the Change Order Process.
- A request for a revised schedule (Exceeding number of hours) must be reviewed and approved within three (3) days of presentation by the Customer's leadership in writing and will be subject to additional fees and costs incurred.
- The Project commences with an overview of the Standard HSCloud Suite Platform to allow the Customer stakeholders to be exposed to the most current release of HSCloud Suite.
- Customer will be responsible for executing the user acceptance plan. HS GovTech may provide limited support and guidance during this phase of the enablement project and will be subject to the Change Order Process.
- Customer will be responsible for assigning testing resources according to the mutually agreed upon plan and in accordance with the mutually agreed upon allotted timelines.

Phase Activities

Engagement Phase

Tasks Associated with this Activity:

- Initial Demonstration with Sales Team
- Confirm the standard enablement project requirements with Enablement Team
- Final Demonstration
- Contracting Process

Deliverables:

- Signed Contract

Enablement Phase

Tasks Associated with this activity:

- Sales handoff to Professional Services
- Enablement PM Kickoff
 - Cadence with customer established
 - Confirmation of requirements for programs selected
- Enablement
 - Check-ins with customer per cadence
 - Timeline Burndown Review
 - Documentation creation for UAT(testing)

Deliverables:

- Project Status Updates

- Testing Documentation

Ensure Phase Activities

Tasks Associated with this activity:

- HSGT testing on all programs end to end
- Tweak or fix any internal issues found
- PM - Ensure phase check in with customer
 - Turn over all documentation
 - Walk through use cases
- Customer UAT (1-2 weeks)
 - PM Triage any critical issues
 - Remediate or Reject
 - PM - Change orders created for new functionality
- Close out Ensure Phase
 - PM - Alert client of movement to execute phase
- Customer Enablement train the trainer
 - Prepare customer train-the-trainer materials if needed

Customer Responsibility:

- Execute UAT within the designated timeframe
- Prepare end user training curriculum
- Prepare go-live transition guides for customer's end user staff

Deliverables:

- Review Customer UAT summary report
- Customer training curriculum, transition guides, training materials, as appropriate
- For details on UAT, please refer to **Appendix D: User Acceptance Test**

Execute Phase Activities

Tasks Associated with this activity:

- PM sets date immediately following UAT
- Confirm environment ready for go live execution
- PM to allocate resources needed to execute go-live
- PM to Introduce support staff and process according to SOW

HS GovTech Responsibility:

- Obtain Sign-Off on all Named Project Deliverables
- Conduct a Lessons Learned session and distribute documented results to participants
- Conduct End Meeting to review, discuss and finalize all the above

Customer Responsibility:



- Participate in the Definition, Development, and Review of Deliverables
- Participate in the Lessons Learned session
- Participate in End Review meeting

Deliverables:

- Standard Platform Components Defined in the SOW

Exceed Phase Activities

- Enablement PM to Support Services handoff
- Enablement PM to set post enablement audit with customer (lessons learned)
- Support to establish cadence with customer (monthly check-ins)
- Support to suggest any additional billable training if needed
- Account manager introduction for first QBR

Schedule

HS GovTech's estimated Project schedule to perform the tasks outlined in this SOW is approximately **16** weeks (4 months) from project kickoff. Once the contract is fully executed, Notes will be turned on during the implementation for functionality. Notes support will be limited during this time and no changes or updates will be allowed. A project phase timeline will be developed according to the project's **Project Engagement Phase**.

Set Up Fee Estimate

HS GovTech's estimated total charges to perform its HSCloud Suite responsibilities as described in this document on a time and materials basis is \$6,250.00. This estimate includes 90 hours in project enablement services. This estimate provides the Customer with a high-level estimation based on the information provided at the time this SOW was prepared.

Appendix A-1 Go Live Criteria

Go-live is determined as the milestone where Customer provides HS GovTech formal approval that the HSCloud Suite implementation has reached the point where the programs listed in “**Appendix A - HSCloud Suite Functionality**” have met the In Scope criteria approved during the engagement phase.

The following Go Live Criteria checklist represents at a high level the criteria HS GovTech will measure to ensure that the project has reached the Go Live Milestone.

- **Configuration**
 - The configurations, including print forms, have been completed for programs listed in “Appendix A - HSCloud Suite Functionality”
 - Standard Reports have been deployed for HS Analytic
- **User Acceptance Testing (UAT)**
 - Approved customer UAT closure based on the HSGT provided testing plans.
 - Issues identified during UAT have been identified and resolved.
- **Training**
 - Train the trainer has been completed for customer identified staff in accordance with the terms of the HSCloud Suite Services Agreement.

Appendix A-2 Included Support

Hosting:

- a) Service includes web hosting, data storage, data backup and publishing public data, which includes inspection information configured to meet the requirements of Customer.
- b) HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any Force Majeure. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Appendix B.
- c) HS GovTech will allow access, via the internet, to the system servers.

Support and Maintenance:

Any issue or needs with ongoing use of the system can be handled by using the HSCloud Support feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three (3) business days. Any change or additional functionality requests - outside the scope of

this Agreement - will be reviewed and assessed, and if approved, a quote for the work will be provided.



Appendix A3 - Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance of HSCloud. The HS GovTech 99.99% uptime guarantee sets standards for service in these critical areas:

Network Availability

Network uptime occurs when the functionality of all HS GovTech network infrastructure, including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech Servers cannot transmit and/or receive data, and if the Customer opens a service ticket for the incident in the Customer system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Customer and HS GovTech. Should a network outage occur that results in Customer system unavailability, HS GovTech will credit Customer 5% of the [Annual] Fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one [monthly payment]. These credits will be applied toward future Fee payments.

Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to a Customer system is shut down because of power or heat problems, and if the Customer opens a service ticket for the incident in the Customer system ticket-tracking module. Critical system downtime is measured when the Customer ticket is opened to when the issue is resolved and the HS GovTech server returns online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HS GovTech will credit Customer 5% of the annual fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one annual payment. These will be applied toward future Fee payments.

Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Customer system. All hardware components directly related to the customer system will function properly, and any failed component will be replaced immediately at no additional customer cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit Customer 5% of the annual Fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one annual payment. These credits will be applied toward future Fee payments.

Maintenance and Escalation (scheduled and unscheduled)

HS GovTech will notify Customer at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HS GovTech will immediately notify the Customer System Administrator of the outage and its estimated length.



For outages lasting one (1) hour or longer, the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours, HS GovTech will provide updates to the Customer System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST, except for federal holidays. An after-hours emergency support number is made available for Client division director-level personnel.

Additional Services

Hosting of Customer Data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Customer system in the event the state or other regulatory Customer modifies the format in which Customer Data is collected or output on a standard form.

Critical errors or bugs in system code will be addressed and repaired immediately for the Term of the Agreement. System change requests from Customer will be evaluated on a case-by-case basis and scheduled for completion based on priority.

Exceptions

Customers with delinquent accounts may not take advantage of the uptime guarantee set forth in Appendix A3. Customer must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future Fee payments.



Appendix C - Contract Fees and Payment Schedule:

1. Fees

- a. The fees payable under this Agreement are as follows:

Set-up: Configuration, data conversion, and implementation to HSCloud Suite for the programs listed in the SOW	\$ 1250.00 per user* Based on 5 users: \$6,250.00
License Fee: Annual cost for warranty, hosting, maintenance, and technical support	\$ 900.00 per user* Based on 5 users: \$4,500.00

- b. Payment schedule and terms:

100% of set-up fee, and of first-year license, warranty, hosting, maintenance, and technical support is due upon execution of contract.

Fees for second-year licensing, hosting, maintenance, and technical support are due on the one-year anniversary of the contract's execution. These services will continue annually for the duration of the contract term, with a 6% annual escalation applied beginning in the third year

Payments:

Payment 1 - \$10,750.00
Payment 2 - \$4,500.00
Payment 3 - \$4,770.00
Payment 4 - \$5,056.20
Payment 5 - \$5,359.57

2. Term:

This Agreement begins on the date it is executed and continues for a period of five (5) years as outlined in Section 8 titled 'Term'.

Renewal: 60 days prior to the end of the contract term, the agency must renew the annual contract to continue service or provide a written notice for contract termination.

If a deliverable has been completed and properly noticed to the agency, and should the agency withhold approval for no disclosed technical defect after 30 days, the deliverable will be deemed accepted for payment purposes.

***User** is defined as anyone who Customer authorizes to access HSCloud on its behalf, whether or not employed by Customer and access cannot be shared by anyone other than the named user. The agency may add users due to growth up to 20% of per user base. If the additional user base exceeds 20%, the agency will be charged \$1250.00 per user over the 20% threshold.



Appendix D: User Acceptance Test (UAT)

1. A **2 week** timeframe is set aside for UAT support by HS GovTech and has been recommended as the maximum time required for Customer to test the HS GovTech-produced components. Customer understands that this timeframe includes:
 - a. Customer's components to be tested in the UAT environment.
 - b. All Customer UAT testing, regardless of the number of Customer organizations involved in the testing.
 - c. HS GovTech's remedy to any verified Severity Level 1 issues (see severity definitions table below) found while executing the User Acceptance Test Plan.
 - d. HS GovTech's remedy to any verified Severity Level 1 configuration related problems (see severity definitions table below), issues, and Customer's re-testing of HS GovTech' corrections.
 2. UAT will be conducted by Customer in accordance with the HS GovTech User Acceptance Test Plan.
 3. If a verified issue arises during the UAT period that prevents the continuation of UAT and no reasonable work-around exists, then UAT will be "suspended" until a fix is provided by HS GovTech to which then UAT will restart.
 4. The UAT period shall commence immediately upon the completion of standard system configuration and testing of components by HS GovTech to Customer as outlined in the HS GovTech Enablement Project Plan. If Customer is not able to begin UAT in accordance with the HS GovTech Enablement Project Plan, Customer has the following options:
 - a. Shorten the UAT period, so as not to delay its scheduled Go-Live Date
 - b. Delay the start of UAT, which may extend the originally scheduled end Go-Live Date
 - c. Any combination of the above alternatives
- Any such changes to the Enablement Project Plan involved with UAT will be managed under HS GovTech's Change Order Process as defined in Section **Change Order Process** of this SOW.

Problem Reporting Process

1. All problems reported by Customer must be specifically documented and provided to HS GovTech at the time of problem reporting. Documentation includes, but is not limited to, screen shots, context in which the error happened (steps taken prior to encountering the error) and any other information such as an error code or message. Documentation will vary based on the type of error encountered.
2. The severities assigned by Customer will be reviewed and agreed upon by HS GovTech and Customer prior to the issue being entered into the issue reporting log maintained by HS GovTech.
3. Adjudication of issue severities, i.e., the delineation between technical component code issues, Design or Test Specification issues is the responsibility of HS GovTech.

4. If HS GovTech is unable to reproduce a Customer-reported issue, then the issue will be closed, unless the time to resolve the issue is extended by Customer via the Change Order Process defined in Section **Change Order Process** of this SOW.

Severity Definitions Table

Priority Level	Severity Level 1 - High	Severity Level 2 – Medium	Severity Level 3 - Low
Definition	An issue that prevents operation of the entire System or operationally critical System processes, or which destroys important non-recoverable data with no available workaround.	An issue that has more than a cosmetic or insignificant effect on the System, but which does not meet the criteria for a High level issue. An issue that prevents use of part of the System. A workaround may or may not be available.	An issue that has only cosmetic or other insignificant effects on the continued use of the System, such as formatting or spelling error.
Impact	A majority of Permitted Users are unable to process transactions or access data critical for conducting daily business.	Multiple Permitted Users are affected. Prolonged outage may affect ability to complete business functions critical to Customer.	Permitted User impacted but business not stopped. A workaround or alternate capability exists. Business can continue with minor capability impact.

Appendix E: Change Order Form (COF)

Created By:	Change Order Number: To Statement of Work:
--------------------	---

This Change Order <Change Order Description and Numbering Information> to SOW between HS GovTech and <Insert Customer Name Here ("Customer") is effective on <MM/DD/YYYY> ("Effective Date"). This Change Request describes the changes to the Services for SOW <#> to the Professional Services Agreement entered into as of <MM/DD/YYYY>, as amended, by and between HS GovTech and Customer (the "Agreement").

Project Name:
Expected Start Date for the change:
Fee Structure for the change:
Estimated Duration of the
Estimated Total Hours for the
Estimated Total Charges for the
Estimated Expenses of the change:

2. Description of Change:

3. Impact of Change:

4. Cost of Change:

Description	Quantity	Unit of Measure	Price (per Unit) \$	Estimated Total \$

Appendix F: TRAINING SERVICES

Training for Customer users for go-live included in this Agreement:

Customer will be offered (5) amount of virtual hours for the following users:

Administrator (EH Management), Field Inspector Staff, and Business Support / Front Office Staff

Training will consist of:

- Login procedures:
 - Basic navigation of the HSCloud System
 - Data Structure overview for all users
- General System Usage:
 - Address Manager
 - Establishment Manager
 - Permit Manager
 - Contact Manager
 - OWTS Program Process Flow
 - List Screen features and setup
 - Time Tracking (If implemented)
 - Inspection Manager (All staff knowledge)
 - Complaint Submission
 - Additional added utilities (Will be based on finalized program list)
- Inspection Staff Training
 - Conducting Inspections for all purchased programs
 - HSCloud
 - HSMobile
- Business Staff
 - Application processing
 - Accounting procedures
 - Invoice Creation
 - Payments
 - Bulk Invoice
 - Payment Reporting
 - Online Payments (If applicable)
- Administrative Tools
 - HS Analytics

For all training elements, if additional utilities are added as part of the contract process, a training plan will be developed to ensure that staff are trained for these utilities.

Optional Admin/Super User Training will consist of:

- Form Builder
- Permissions Controls
- Troubleshooting list screen configuration issues

Additional Hourly Rate for Training Services-

\$140.00 (Minimum of 2 hour virtual training per person per hour)

\$425.00 (in person training) per person per hour for each trainer. Cost includes travel.



Public Health
Prevent. Promote. Protect.

Butler County
General Health District

Butler County Monthly Communicable Disease Surveillance Report

September of 2025

Josh Melegari, MPH

Josh.melegari@bcahio.gov

Notifiable Communicable Diseases

Summary:

- Number of Disease Cases Reported in Butler County: 862
- Most Frequently Reported: COVID-19, Chlamydia, Gonococcal Infection, Hep C, Pertussis

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

	Reported Cases	Rate per 100,000	Rate Ratio	Confidence Interval
State of Ohio (excluding BC)	15999	136.7	-	-
Butler County	740	189.6	1.387	(1.28-1.49)

Interpretation: The residents of Butler County were 38.7% 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)

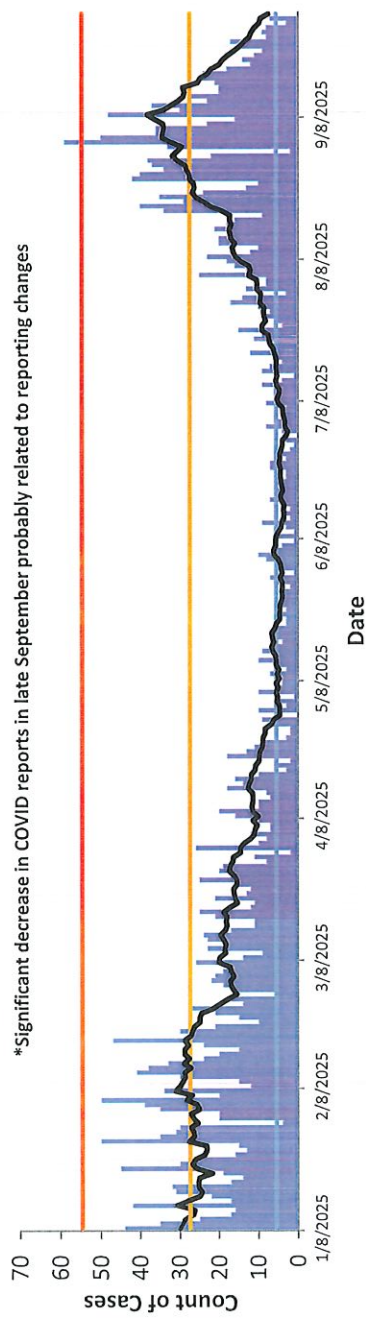
Table 2.* Communicable Diseases by Jurisdiction (September 2025)

Jurisdiction	Count	Rate per 100,000	Change from Previous Month
Butler County General Health District	551	199.7	↑7.2% from August 2025 (n=514)
Middletown City Health Department	130	254.7	↓15.0% from August 2025 (n=153)
City of Hamilton Health Department	181	285.6	↓16.6% from August 2025 (n=217)
Butler County (all inclusive)	862	220.8	↓2.5% from August 2025 (n=884)

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

Reportable Disease Subgroup	Count	Trend
Viral Hepatitis (B and C)	26	↓10.3% from August 2025 (n=29)
Sexually-Transmitted Infections (Chlamydia infection, Gonorrhea, Syphilis and HIV)	128	↓6.6% from August 2025 (n=137)
Enteric Diseases (Hepatitis A, Amebiasis, Campylobacteriosis, Cryptosporidiosis, Cyclosporiasis, STEC, Giardiasis, Salmonellosis, Shigellosis, Vibriosis and Yersiniosis)	8	↓46.7% from August 2025 (n=15)
Vaccine-Preventable Diseases (COVID-19, influenza-associated hospitalizations, Haemophilus influenzae, Bacterial meningitis, Mumps, Pertussis, invasive Streptococcus pneumoniae, Tetanus, and Varicella)	684	↑1.6% from August 2025 (n=673)

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

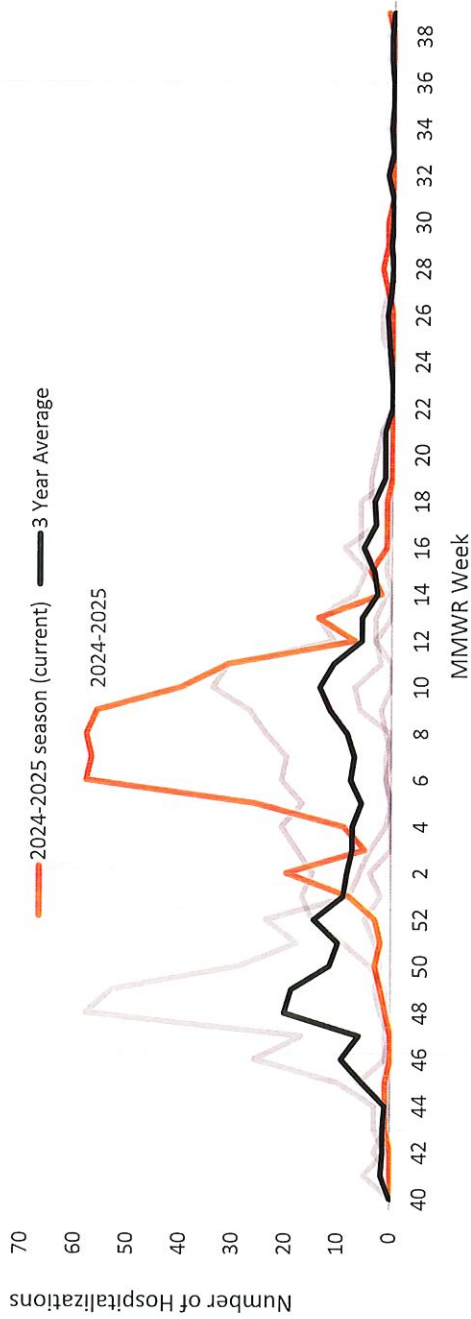


*Data is provisional and subject to change – Table 1 does not include Gonorrhea or Chlamydia infection due to the high likelihood of duplicate cases and co-infections. Suspected, probable, & confirmed cases are included in counts for Tables 2-4 except for cases of arboviral encephalitis such as Zika 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 September 1 – 30, 2025, unless otherwise noted. Table 5 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 10/06/2025.

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

Jurisdictions	Butler County General Health District	City of Hamilton Health Department	Middletown City Health Department	Butler County (all inclusive)
C. auris	1	2	1	4
COVID-19	436	142	91	669
CPO	2	0	0	2
Campylobacteriosis	1	0	0	1
Chlamydia infection	60	20	23	103
Cryptosporidiosis	0	2	0	2
Giardiasis	1	1	0	2
Gonococcal infection	12	3	5	20
Hepatitis A	2	0	0	2
Hepatitis B (including delta) - chronic	2	1	0	3
Hepatitis B - Perinatal Infection	1	0	0	1
Hepatitis C - chronic	13	7	2	22
Influenza-associated hospitalization	1	0	0	1
LaCrosse virus disease (other California serogroup virus disease)	1	0	0	1
Lyme Disease	2	1	1	4
Meningitis - aseptic/viral	1	0	0	1
Pertussis	5	1	2	8
Salmonellosis	1	0	0	1
Strep Pneumoniae - invasive	3	0	1	4
Streptococcal - Group A -invasive	0	1	0	1
Streptococcal - Group B - in newborn	0	0	1	1
Syphilis	2	0	3	5
Tuberculosis	1	0	0	1
Varicella	2	0	0	2
Vibriosis (not cholera)	1	0	0	1
Total	551	181	130	862

Figure 2. Confirmed Influenza-Associated Hospitalizations by MMWR Week with Past 3-Years and 3 Year Baseline Average for Butler County Residents



*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 September 1 – 30, 2025, unless otherwise noted. Table 5 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 10/06/2025.

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 9/30/2025
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	43
Campylobacteriosis	30	35	48	49	42	40.8	42
Chlamydia infection	1,512	1,406	1,359	1,321	1,208	1361.2	855
COVID-19 (not reportable prior to 2020)	26,420	39,521	49,323	12,192	9303	27351.8	4296
CPO (replaces CP-CRE) (not reportable prior to 2019)	10	11	12	93	58	36.8	41
Creutzfeldt-Jakob Disease	0	1	1	0	0	<1	1
Cryptosporidiosis	6	5	7	7	12	7.4	5
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	4
Ehrlichiosis-Ehrlichia chaffeensis	1	1	1	0	0	<1	0
Giardiasis	4	14	7	13	5	8.6	3
Gonococcal Infection	651	480	473	413	369	477.2	228
Haemophilus influenzae (invasive disease)	7	6	11	18	14	11.2	4
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	46
Hepatitis C – acute/chronic/perinatal	486	434	390	280	234	364.8	171
HIV	17	58	38	35	44	38.4	
Hansen's disease	0	0	1	0	0	<1	0
Influenza-associated Hospitalization	266	18	306	70	333	198.6	399
Legionellosis – Legionnaires' Disease	10	10	15	12	14	12.2	12
Listeriosis	0	0	1	2	0	<1	0
Lyme Disease	2	0	2	2	5	2.2	3
Malaria	2	1	3	4	3	2.6	1
Measles – imported outside Ohio	0	0	0	0	1	<1	0
Meningitis – aseptic/viral	9	14	10	10	26	13.8	6
Meningitis – bacterial (not N. meningitidis)	3	3	11	10	11	7.6	3
Meningococcal dz. – Neisseria meningitidis	0	0	0	0	3	<1	0
MISC 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	67
Salmonellosis	20	26	34	54	36	34.0	29
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	9
Spotted Fever Rickettsiosis (including RMSF)	2	0	1	0	0	<1	0
Streptococcal – Group A – invasive	27	24	34	39	31	31.0	14
Streptococcal – Group B – in newborn	1	0	1	1	0	<1	3
Streptococcus pneumoniae – Invasive	31	33	40	43	40	37.4	36
Syphilis (all stages)	17	23	45	66	55	41.2	39
Tuberculosis (active)	6	7	8	7	13	8.2	16
Varicella	1	5	8	19	11	8.8	2
Vibriosis (not Cholera)	0	2	2	3	2	1.8	2
West Nile Virus Disease	0	0	0	1	0	<1	0
Yersiniosis	0	1	2	4	4	2.2	2

*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 September 1 – 30, 2025, unless otherwise noted. Table 5 includes only probable and confirmed cases. Data accessed from the Ohio Disease Reporting System (ODRS) on 10/06/2025.



Butler County
General Health District

301 South Third Street
Hamilton, Ohio 45011
P: 513-863-1770
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health.bcohoio.gov

Figure 1: Oxford SSP Site Visitors by Week for September 2025

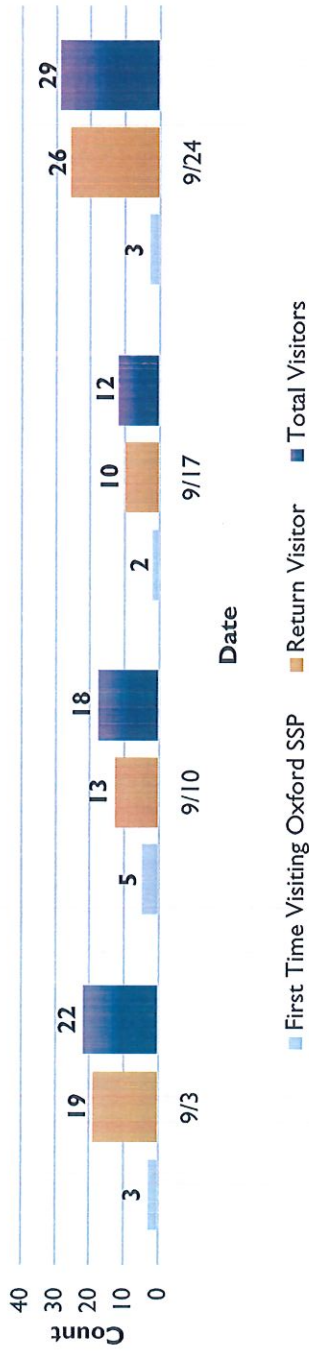


Figure 2: Oxford SSP Site Visitors by Month for 2024 and 2025

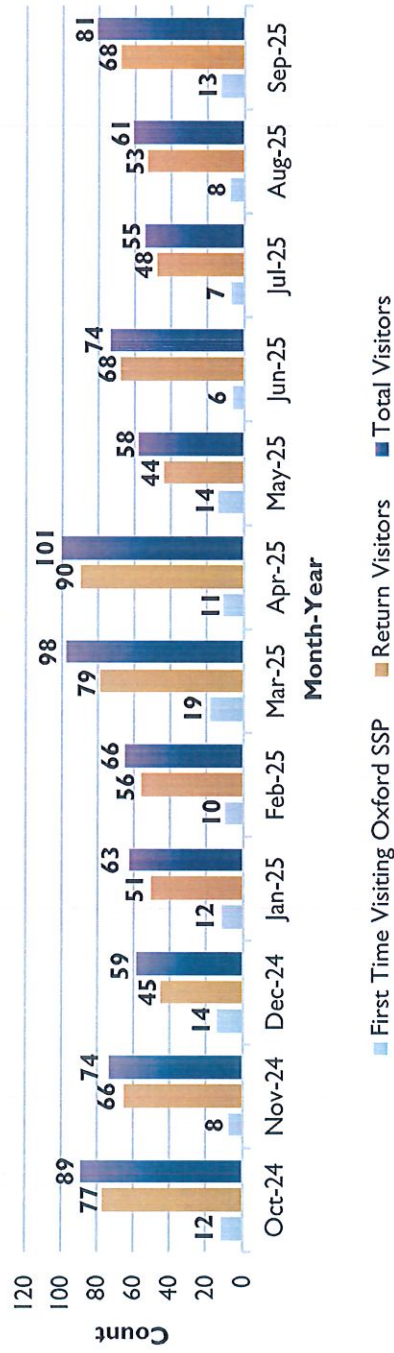
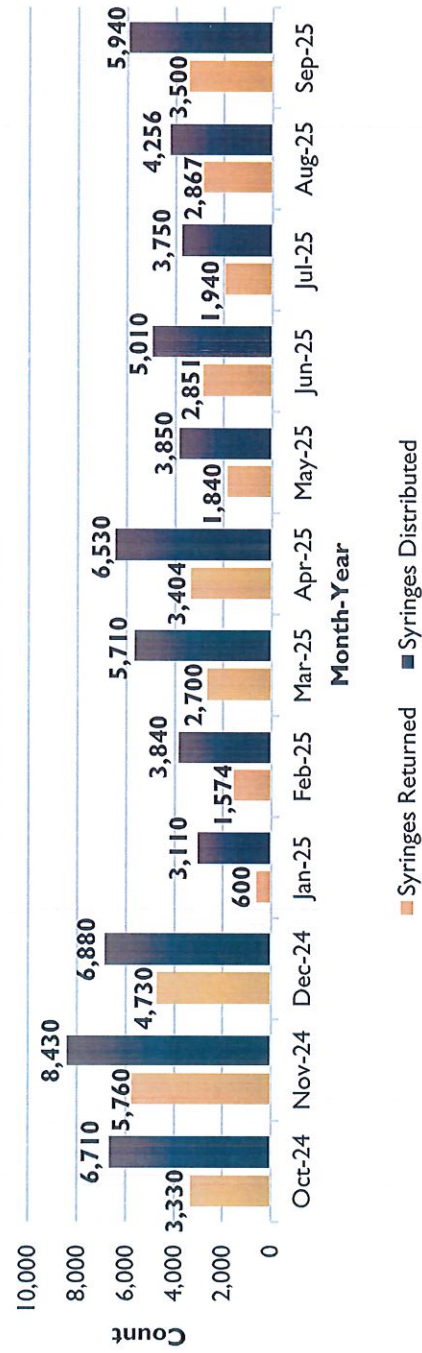


Figure 3: Syringes Returned and Distributed by Month for the Oxford SSP Site for 2024 and 2025



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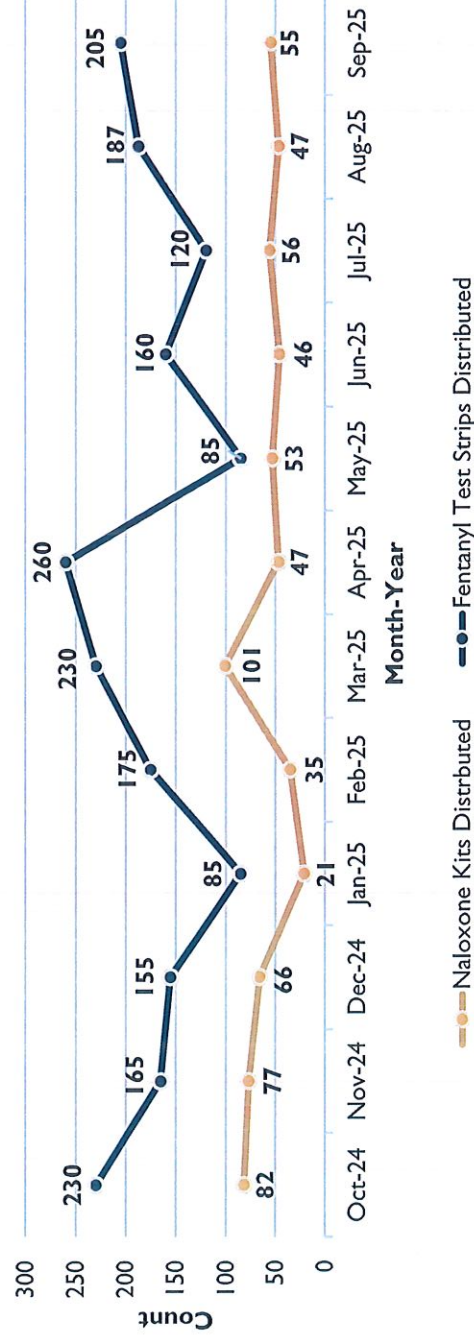
Butler County
General Health District

301 South Third Street
Hamilton, Ohio 45011
P: 513-863-1770
F: 513-863-4372
health.bcohoio.gov

Table 1: Syringes Returned and Distributed by Zip Code – City or County for the Oxford SSP Site by Visitors' Reported Home Residence for September 2025

County	Syringes Returned	Syringes Distributed	Percent Returned
Hamilton			
45011	1,180	2,020	58.42%
45013	570	1,370	41.61%
Hamilton Total	1,750	3,390	51.62%
Middletown			
45042	100	100	100.00%
45044	100	140	71.43%
Middletown Total	200	240	83.33%
45003 - College Corner Village	0	40	0.00%
45056 - Oxford	1,550	2,190	70.78%
45067 - Trenton	0	40	0.00%
Union County, IN	0	40	34.08%
Total	3,500	5,940	58.92%

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



Source: Butler County General Health District – Oxford Syringe Service Program Site. Data obtained October 1, 2025. Data is provisional and subject to change



BCGHD is a PHAB Accredited Health Department



Butler County
General Health District

301 South Third Street
Hamilton, Ohio 45011
P: 513-863-1770
F: 513-863-4372
health.bcohoio.gov

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

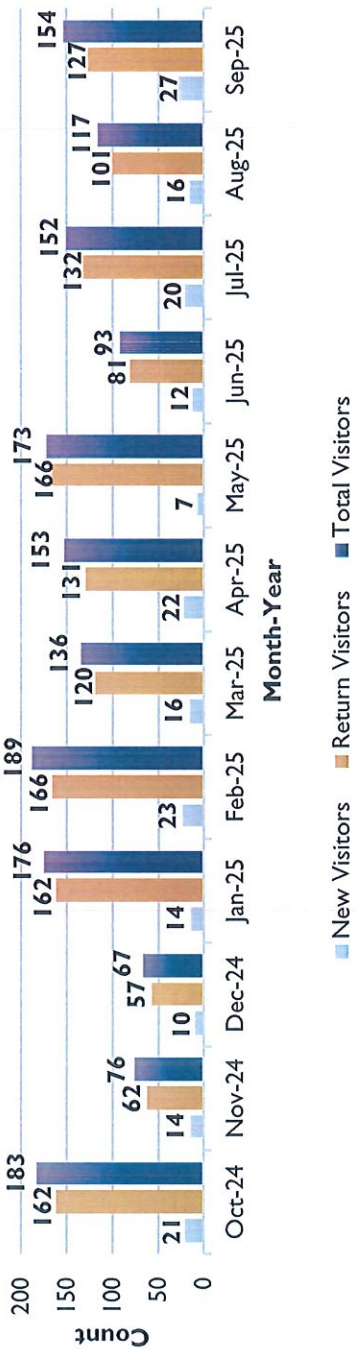


Figure 2: Syringes Returned and Distributed by Month for the Fairfield SSP Site for 2024 and 2025

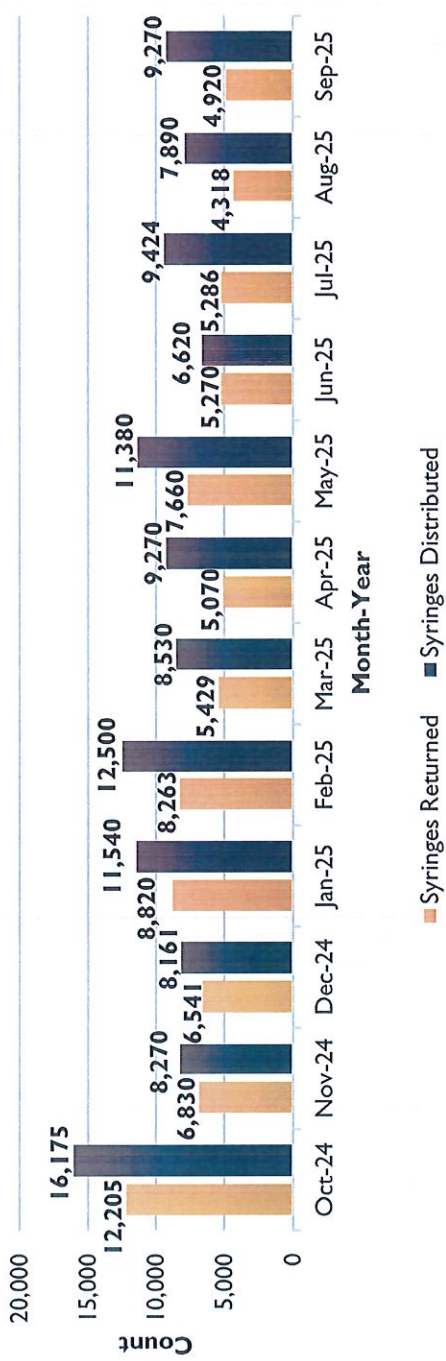


Table 1: Syringes Returned and Distributed by Visitors' Home County of Residence for the Fairfield SSP Site for September 2025

County	Syringes Returned	Syringes Distributed	Percent Returned
Butler County, OH	4,750	8,700	54.60%
Dearborn County, IN	0	40	0.00%
Hamilton County, OH	170	530	32.08%
Total	4,920	9,270	53.07%



BCGHD is a PHAB Accredited Health Department



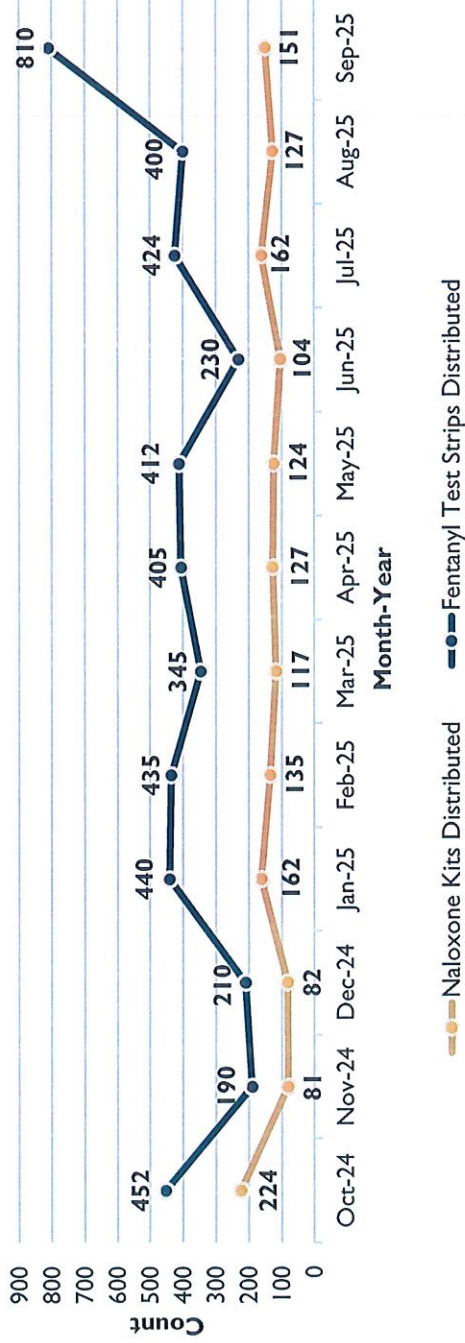
Butler County
General Health District

301 South Third Street
Hamilton, Ohio 45011
P: 513-863-1770
F: 513-863-4372
health.bcoohio.gov

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

Zip Code - City	Syringes Returned	Syringes Distributed	Percent Returned
Hamilton			
45011	1,820	3,230	56.35%
45013	1,430	2,290	62.45%
45015	360	1,000	36.00%
Hamilton Total	3,610	6,520	55.37%
Middletown			
45042	180	380	47.37%
45044	360	440	81.82%
Middletown Total	540	820	65.85%
45014 - Fairfield	430	1,150	37.39%
45050 - Monroe	100	100	100.00%
45067 - Trenton	70	70	100.00%
45069 - West Chester	0	40	0.00%
Butler County Total	4,750	8,700	54.60%

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



Source: Butler County General Health District – Fairfield Syringe Service Program Site, Data obtained October 1, 2025, Data is provisional and subject to change



BCGHD is a PHAB Accredited Health Department



Smoking Complaint Spreadsheet

For September 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	Speedway 4320 Roosevelt Blvd.	07/15/2025				X				
2	Eastern Lanes 6943 Cole Srd.			X						
3										

Notes:

City of Middletown Health Department

September 2025

Vital Statistics	Monthly	YTD	Environmental Inspections	Monthly	YTD
Birth Certificates Filed	77	708	Food Service Operations (FSO)	62	378
Death Certificates Filed	85	797	Retail Food Establishment (RFE)	13	142
Birth Certificates Issued	n/a	n/a	Prelicense/Consultations	9	86
Death Certificates Issued	n/a	n/a	Sewage Inspections	37	136
Indigent Cremation Services	0	17	School Inspections	4	25
			Vending Locations	0	2
			Temporary FSO/RFE	8	40
			Mobile FSO/RFE	1	20
			Complaints	0	46
			Smoking Complaint Inspections	1	4
			Swimming Pools	1	86
			Tattoo	1	7
			Temp Park/Park Camp	0	0
			Jail Inspection	0	0
			Site Visit (Septic)	0	0
			T 21 Inspections	2	45
			Well Sealing Permits	0	1
			Septic Abandonment	0	2
			Plans Received	1	11
**Totals reflect City of Middletown residents that died inside of city limits only					

Level 1 Certification Training			Animal Bite Events		
Number of Attendees	0	14	Dog	3	56
			Cat	0	7
			Bat	0	2

***The number of birth and death certificates issued during the month of August and September 2025 is currently unavailable due to the cyber incident.*

Contract PHEP/CRI #2026-2/Amendment #1

Pursuant to the Contract executed by the City of Middletown Health Department, One Donham Plaza, Middletown, OH 45042 and the Butler County Board of Health, 301 S. Third Street, Hamilton, OH 45011, for the period of July 1, 2025 through June 30, 2026, is hereby amended as follows:

Section 1. Scope of Service A (1):

A. Contract Requirements:

1. Contractor will submit all grant documentation as directed by the Board and ODH by the assigned deadline outlined in **REVISED** Attachment B – Deliverable Details. ***Deliverable – Objective 1 and Deliverable – Objective 2.2 have been restored. Deliverable – Objective 5.1 and 5.2 have been added.***

Section 3. Compensation and Method of Payment A (1)&(2):

A. Compensation:

1. The Board agrees to pay the Contractor up to but not in excess of **\$23,284.55** as full and complete compensation for the deliverables required and outlined in this Agreement.
2. Payment will be reimbursed upon completion of deliverables as described in the PHEP Deliverables Summary **REVISED** (Attachment B).

Motion # _____

BUTLER COUNTY BOARD OF HEALTH Tax ID 31-6000061

BY: _____ Date _____
Erik Balster, Health Commissioner

CITY OF MIDDLETOWN HEALTH DEPARTMENT Tax ID 31-6000139

BY: _____ Date _____
Jacquelyn Phillips Carter, Health Commissioner

Attachment B
Award Amounts and Deliverable Details

City of Middletown PHEP FY2026
Funding by Deliverable

Deliverable	Amount
1.1	1,571.43
2.1	1,833.62
2.2	1,571.78
3.1	785.89
3.2	785.89
4.1	2,095.47
5.1	1,164.28
5.2	1,164.28
5.3	0.00
5.4	0.00
6.1	1,309.82
6.2	1,833.62
7.1	1,047.85
8.1	3,929.33
9.1	1,571.78
10.1	2,619.51
11.1	0.00
12.1	0.00
13.1	0.00
Totals:	\$23,284.55

Deliverable Details

Deliverable – Objective 1: AFN Whole Community Inclusive Planning Overview Capability: 1, 2, 6, 7

Description: Whole community planning includes planning for those with disabilities and other access and functional needs. Building relationships and collaborating among disability organizations and their networks while creating sustainable relationships is an increased focus. *Prepared4All: Whole Community Inclusive Emergency Planning* aims to build, develop, and strengthen the whole community planning concept. The emergency response coordinator or planning designee will complete the *Prepared4All: Whole Community Inclusive Emergency Planning* virtual training. Successful Completion of the Deliverable(s) Includes:

- **Objective 1. 1: By June 12, 2026**, the subrecipient must submit into GMIS a certificate of completion for the *Prepared4All: Whole Community Inclusive Emergency Planning* online training course that is dated after July 1, 2025. **6%**

Deliverable – Objective 2: Integrated Preparedness Planning Capability: 1

Description: Integrated preparedness planning incorporates the whole community to plan and synchronize all aspects of preparedness, including training and exercise, to address capability gaps and improve overall preparedness.

All subrecipients will attend the ODH Statewide Integrated Preparedness Planning Workshop (IPPW) to identify and discuss exercise program priorities that will advance the State of Ohio's preparedness. Workshop attendance is necessary to collaborate on statewide training and exercise planning efforts among all PHEP and HPP subrecipients.

In addition, PHEP Core subrecipients will attend the drill planning session facilitated by the Regional Public Health Coordinators (RPHCs). During the planning session, PHEP Core subrecipients will complete the *BP3 Capstone Drill Worksheet*. The worksheet will outline how the subrecipient plans to conduct the capstone drill in BP3. Attendance at the regional planning session is necessary to collaborate regional exercise activities for the capstone exercise track.

Additional information and requirements for completing this deliverable are located in the BP2/SFY26 Exercise Deliverable Technical Assistance document.

Successful Completion of the Deliverable(s) Includes:

- **Objective 2. 1: By August 29, 2025**, the Emergency Response Coordinator, or designee, must provide representation at the ODH Statewide IPPW and must complete the participant feedback survey and upload into GMIS the verification of attendance. **7%**
- **Objective 2. 2: By May 29, 2026**, the ERC or designee will attend the regional drill planning meeting then submit their completed BP3 Capstone Drill Worksheet into GMIS.

Deliverable – Objective 3: Tactical Communications Drill Capability: 6

Description: The establishment of a tactical communications strategy is essential to ensuring the availability of redundant communications in the event of a public health emergency. The purpose of this deliverable is to develop, refine, and sustain redundant, interoperable communications systems. Upon the completion of this deliverable, redundant communications systems will be tested and a report indicating message response rate will be generated.

Successful Completion of the Deliverable(s) Includes:

The subrecipient must conduct alerting drills using the agency's redundant communication system to prompt agency- designated staff to respond to the activation of a dispensing campaign, simulated emergency, or volunteer activation. Template language for messaging is available, but not required.

1. The subrecipient must conduct two alerting drills via the agency's redundant communication system.
 - a. The subrecipient must report the completed action on the Communications Worksheet.
 - b. The subrecipient must attach a report from the alerting system that reflects responder acknowledgment rate of 75% or above within four hours of drill activation. If 75% acknowledgment is not achieved, the alerting drill must be conducted again until 75% acknowledgment is achieved prior to GMIS submission.
2. MARCS Radios: The subrecipient must participate in scheduled biannual MARCS radio checks conducted by ODH and include verification on the Communications Worksheet.
- **Objective 3. 1: By September 12, 2025**, the subrecipient must submit into GMIS the Communications Worksheet and alerting system message summary report. **3%**
- **Objective 3. 2: By March 13, 2026**, the subrecipient must submit into GMIS the Communications Worksheet and alerting system message summary report. **3%**

Deliverable – Objective 4: Build a Community Profile Capability: 1

Description: The purpose of building a community profile is to help each jurisdiction understand the unique challenges and needs of vulnerable populations in their community so they can better prepare for and respond to public health emergencies, incidents and crises. This template is designed to help each jurisdiction build a community profile based on readily available data from two ODH dashboards: The Ohio Health Improvement Zones dashboard and the Community Well-being: Social Determinants of Health dashboard. Integrating Social Vulnerability and Social Determinants of Health factors, a community profile can help LHDs proactively identify where funding, programs, and policies can make the greatest impact, creating opportunities for narrowing health, educational, economical, and community disparity outcomes for Ohioans.

Supporting information will be provided in the ODH "Build Your Community Profile" Template.

Successful Completion of the Deliverable(s) Includes:

- **Objective 4. 1: By October 13, 2025**, the subrecipients must fully complete the ODH "Build Your Community Profile" Template and upload it into GMIS. **7%**

Deliverable – Objective 5: Recruitment or Engagement Activities
Capacity: 15

Description: Preplanning recruitment events is crucial for aligning MRC training needs. It ensures a steady pipeline of qualified candidates while optimizing resources like trainers, venues, and materials. This approach allows for customized training that addresses skill gaps and maximizes strengths. By organizing recruitment and training processes strategically, organizations can improve their volunteer experience. Preplanning also enhances scalability, helping the organization adapt to growth, seasonal demands, or strategic changes, leading to a more agile and effective MRC volunteer cadre.

Successful Completion of the Deliverable(s) Includes:

- **Objectives 5.1:** by **January 12, 2026**, the subrecipient must submit into GMIS a completed *Recruitment or Engagement Planning Template*. **6%**
- **Objectives 5.2:** by **June 12, 2026**, the subrecipient must submit into GMIS a completed *Recruitment or Engagement Planning Template*. **6%**

Deliverable – Objective 6: Inventory Management Assessment
Capacity: 8, 9

Description: The establishment of an inventory management system is essential to ensuring medical countermeasures (MCMs) are tracked and deployed during a response and assists in daily operations. The purpose of this deliverable is to assess current inventory management system capabilities. Upon completion of the deliverable, subrecipients will also have identified best practices and areas for improvement for MCM inventory, tracking, and deployment efforts.

Successful Completion of the Deliverable(s) Includes:

- **Objective 6. 1: By November 13, 2025**, the subrecipient must submit into GMIS the completed Inventory Management Workbook, and the supporting evidence, in accordance with the requirements detailed in the form. **5%**
- **Objective 6. 2: By June 13, 2026**, the subrecipient must submit into GMIS a completed Inventory Spreadsheet for all PHEP-funded material. **7%**

Deliverable – Objective 7: Communicating with Specific Vulnerable Populations Capability: 6

Description: Subrecipients will fully complete the ODH-provided rubric regarding communicating/messaging to specific segments of the disability and other access and functional needs communities. Subrecipients will describe how they will communicate with three (3) actionable population segments, as determined by ODH and detailed in the rubric, plus two (2) population segments of their choice from the *ODH “Build Your Community Profile”* Template, during a specified incident scenario.

Supporting information will be provided in the Targeted Communications Rubric. Successful Completion of the Deliverable(s) Includes:

- **Objective 7. 1: By September 12, 2025**, the subrecipient must complete the Targeted

Communications Rubric based on the incident scenario and upload it into GMIS. **4%**

Deliverable – Objective 8: Administrative Preparedness Tabletop Exercise (TTX) and After-Action Report/Improvement Plan Capability: 1, 3, 6

Description: Subrecipients conduct exercises and complete subsequent after-action reports/improvement plans (AAR/IPs) to capture demonstrated performance, local capability, and identify gaps. During this TTX, subrecipients will test their BP1 administrative preparedness plan by discussing various fiscal, legal, and administrative authorities and practices governing funding, procurement, contracting, and hiring. Additionally, subrecipients will discuss how these authorities can be modified, accelerated, and streamlined during an emergency to support public health preparedness, response, and recovery at state, territorial, local, and tribal levels of government. Subrecipients may use any scenario of choice other than a biological incident to complete the exercise.

Supporting information on the TTX can be found in the BP2/SFY26 Exercise Deliverable Technical Assistance document.

Successful Completion of the Deliverable(s) Includes:

- **Objective 8. 1: By March 12, 2026**, the subrecipient must submit into GMIS the completed AAR/IP for the planned Administrative Preparedness TTX following requirements listed in the *PHEP AAR/IP Template*. **15%**

Deliverable – Objective 9: Biological Discussion-Based Exercise Capability: 1, 3, 8, 15

Description: Subrecipients conduct exercises to demonstrate performance, local capability, and to identify gaps. Exercising how the jurisdiction will respond in the event of a biological incident is critical to the public health system. Biological incident response can be exercised through a game.

PHEP subrecipients will conduct a discussion-based exercise game and evaluate the ability of the jurisdiction to distribute, dispense, and/or administer medical countermeasures using a mass dispensing/vaccination site. The exercise must have a biological incident scenario and can either utilize the ODH-provided exercise materials or the subrecipient may generate their own exercise materials. Subrecipients must include access and functional needs (AFN) partners in the game. Upon completion of the exercise, subrecipients will and submit the sign-in sheet and exercise materials. Supporting information on the game and associated data elements can be found in the BP2/SFY26 Exercise Deliverable Technical Assistance document.

Successful Completion of the Deliverable(s) Includes:

- **Objective 9. 1: By February 26, 2026**, the subrecipient must conduct a discussion-based exercise game with a biological incident scenario that includes AFN partners and submit into GMIS the exercise materials and sign-in sheet. **6 %**

Deliverable – Objective 10: Emergency Response Plan (ERP) Recovery Annex Development/Update Capability: 2

Description: A Recovery Plan, or Annex, provides the framework to coordinate the federal, state, local, and private sector recovery from either short-term or long-term consequences of a disaster affecting a jurisdiction. The purpose of the Recovery Plan is to: 1. Outline a framework that can

be used to assist the community in re-establishing vital services (public health, medical services and mental/behavioral health) after a disaster while increasing the community's ability to recover from future disasters; and 2. Provide the coordination necessary for the LHD to recover if needed. The Recovery Plan/Annex directs the coordination and management of the LHD's efforts to limit public health and medical impacts from an incident. Specifically, this plan/annex will outline agency coordination with the goal to reduce morbidity and mortality within the jurisdiction.

Subrecipients will fully complete the Recovery Annex Rubric before submission to ODH. Depending on the status of planning for recovery operations previously undertaken by the LHD, an existing Recovery Plan (or Annex to the LHD's ERP) may require update, or a new LHD ERP Recovery Annex may need to be developed. It is allowable to cite information within the rubric that addresses the rubric from other LHD ERP documents, if not specifically within a Recovery Annex to the LHD ERP.

Supporting information will be provided in the Recovery Annex Rubric. Successful Completion of the Deliverable(s) Includes:

- **Objective 10.1: By February 12, 2026**, the subrecipient must fully complete the Recovery Annex Rubric and upload both the completed Recovery Annex Rubric and Recovery Plan/Annex into GMIS. **10%**

PRINTED
09/18/2025

MIDDLETOWN

Class of 1959 to meet for lunch

The Middletown High School Class of 1959 will meet for lunch at 11:30 a.m. Friday at LaRosa's, 3451 S. Dixie Highway.

Art center to host Sensory Friendly Saturday

Middletown Arts Center will host Sensory Friendly Saturday from 10-11:30 a.m. Saturday at 130 N. Verity Parkway.

Join for a special morning designed with calm, comfort, and creativity in mind.

There will be a soothing atmosphere and safe surroundings for everyone who prefers a sensory-friendly environment.

Children and adults of all ages and abilities are welcome to attend.

Accessible art projects will be available to spark creativity in a welcoming space, with resources such as noise reduction headphones, fidgets, and sunglasses available to use.

This event and its activities are free. It is open to the public.

For more information, go to middletownartscenter.com.

What the Health? & Wellness Resource Fair at Event Center of Middletown

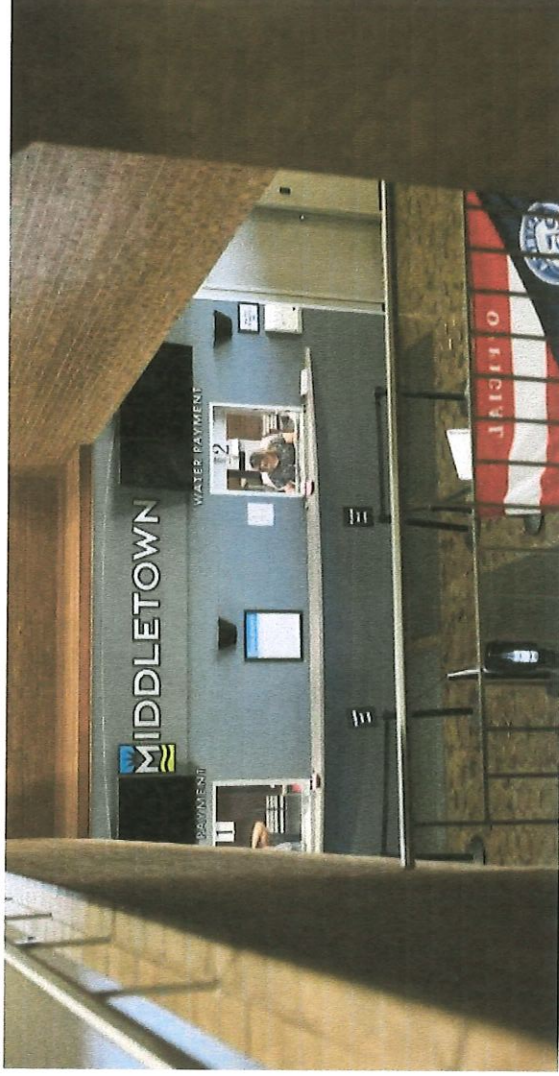
Community organizations are coming together to host a What the Health? & Wellness Resource Fair 10 a.m.-2 p.m. Sept. 27 at the Event Center of Middletown, 3907 Central Ave.

The city of Middletown, the city of Hamilton, Safety Council of Southwestern Ohio, Middletown Connect, Hospice Care of Middletown and more are hosting the event.

There will be free services and demonstrations including medical biometric screenings, child physicals and vaccinations, adult health education, educational health seminars, local health resources and info booths, and a “Stop the Bleed” demo.

This is a free event. No appointments are needed and all ages are welcome.

Middletown cyberattack: Phone lines, city building Wi-Fi restored



Credit: Nick Graham

Middletown City Building phone lines and Wi-Fi have been restored almost two months since city services were disrupted by a cyberattack.

10/8/2025

By Bryn Dippold

Some email accounts for staff also have been restored, according to Communications Manager Clayton Castle.

“While residents are welcome to call us with any needs moving forward, we ask for continued patience and understanding as we expect a higher volume of calls and are still working with backup processes in some cases,” Castle said.

People who need to contact certain services can call original numbers listed on the city’s [website](#).

In a September council meeting, Councilman Paul Lolli thanked City Manager Ashley Combs, her staff and the IT department for working “tremendously long hours” to get systems back online.

“Billion-dollar companies get cyberattacked, you know,” he said. “We didn’t get cyberattacked because we were Middletown, we got cyberattacked because there was something vulnerable...they’ll figure it out. We’ll fix it, and we’ll come back better.”

Explore

Middletown City Council to vote on \$795K settlement with Start Skydiving

Council spent \$295,610 on network hardware and consultation services in September. Castle said these changes were already planned for early 2026, but moved up due to the incident.

The city entered into a \$151,010 contract with SecureCyber to purchase network hardware and consultation services, according to a city staff report.

Also, 200 Dell desktop computers were purchased from Insight Public Sector, Inc. for \$144,600.

What was accessed?

The investigation into the incident remains ongoing with the assistance of third-party specialists, and it is not yet known what personal information, if any, may have been affected.

Clarification on whether this was resident or employee information was not given, though on Aug. 22, preliminary findings were released, stating some “city employee information may have been affected.”

The city did not give clarification on what type of employee data may have been accessed, and a statement said the city has “seen no evidence to date of any data being used for fraudulent purposes.”

Based on the results of the investigation, appropriate actions will be taken to notify and support any affected individuals.

How can people pay bills and access services?

Utilities: New utility bills are not being generated as of the date of the cybersecurity incident, which was on or about Aug. 17, according to Castle.

There is a planned grace period for payment of bills issued after systems are restored, and the length of this grace period will be determined once systems are fully restored, according to a city statement.

In-person payments for bills issued before services were down can be made online through InvoiceCloud or in person at the city building, but payments can only be made by credit card subject to credit card fees.

Utilities will not be shut off due to nonpayment during this time period.

Also, utility account information cannot be accessed and new utility accounts cannot be opened.

Income tax: The income tax office is also now open and accepting payments, though account information cannot be accessed.

Middletown Municipal Court is running on its normal schedule, and anyone with a pending court case should report as scheduled. In-person services for court administration; criminal and traffic ticket payment; and clerk of courts and warrants are open. The court can also assist residents with in-person court record searches.

Records: Requests for public and police records cannot be fulfilled online at this time. Fingerprint-based criminal background checks have also paused, but these checks can be requested from the county sheriff's departments and other state and federal agencies.

Health Department: All services have resumed at the Middletown Health Department, including birth and death certificates and inspections.

It is open to the public for in-person services 8 a.m. to 5 p.m. Monday-Friday at the city building.



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Industry group challenges DeWine's intoxicating hemp ban, says 20K jobs a risk



Ohio Gov. Mike DeWine compares Nerds Gummy Clusters to an intoxicating hemp knockoff. He signed executive orders on Oct. 8 to block intoxicating hemp product sales in Ohio.

LOCAL NEWS

18 hours ago



An industry trade group in Ohio is challenging Gov. Mike DeWine in court over his executive orders to ban all sales of intoxicating hemp in the state starting Tuesday.

The lawsuit filed Thursday alleges that DeWine's executive orders to ban intoxicating hemp sales and compel retailers to get rid of all intoxicating hemp stock exceeded his authority. Plaintiffs in the case are members of the Ohio Healthy Alternatives Association, or OHHAA. The case was filed in the Franklin County Court of Common Pleas.

Advertisement

“Ohio law classifies all products with no more than 0.3% THC-9 as hemp and allows any person to manufacture, distribute, or sell these hemp products,” the organization said in a press release. “These products were federally legalized by the 2018 farm bill and are responsible for an estimated close to \$3 billion in economic impact throughout the state.”

OHHAA estimates some 20,000 Ohioans will be unemployed as a result of DeWine's ban, if it goes into effect.

unpaid vendor debts, unpaid business taxes, and revenue losses for downstream supply chain partners that serve the industry,” the release said.

DeWine’s executive order banning intoxicating hemp directed the Ohio Department of Agriculture to change the state’s administrative legal definition of hemp to exclude intoxicating hemp products.

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On Wednesday, the governor expressed gripes against intoxicating hemp products, which have no legal mandates for safety testing and can be sold to any Ohioan at any age at the discretion of the retailer. DeWine targeted products that could appeal to children by spoofing well-known products like Gushers, Sour Patch Kids, and Nerds Gummy Clusters.

He argued it wasn’t the intent of federal or state legislators to create an unregulated market of intoxicating hemp products when the government moved to legalize the hemp industry.

Hemp and marijuana are derived from the same plant — cannabis — though hemp was defined in a 2019 Ohio law as any part of the plant with a delta-9 (also known as THC, the primary psychoactive compound in marijuana) concentration of 0.3% or less.

Intoxicating hemp products don't contain high levels of delta-9, but they do exploit compounds like delta-8 THC or THC-A.

The Ohio State University Moritz College of Law describes an intoxicating hemp product, in broad terms, as “a hemp-derived product that contains cannabinoids in concentrations high enough to produce psychoactive effects when consumed. These cannabinoids occur naturally in hemp plants, although their extraction requires extensive manipulation via chemical processes.”

Advertisement

In January 2024, when DeWine made a public appeal for the Ohio General Assembly to either fully ban intoxicating hemp products or at least place regulations on their production and sales, he told reporters he didn't believe his office had the power to put those regulations in place through a unilateral executive order.

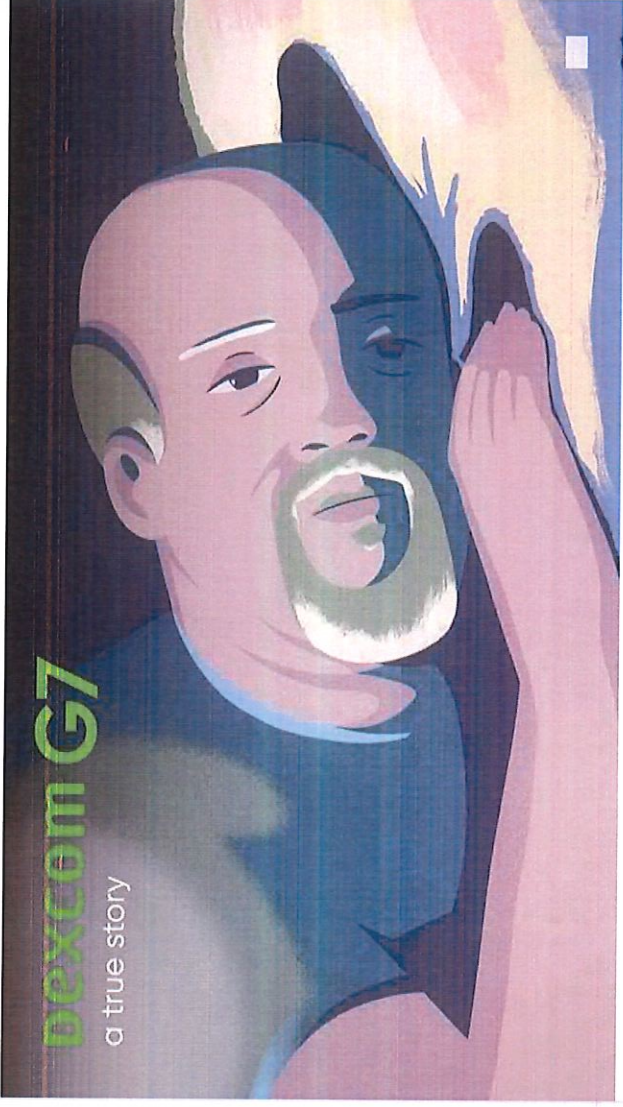
But, despite a considerable amount of time spent on the topic, Ohio legislators haven't managed to agree on what regulation should look like. On Wednesday, DeWine told the press that he was emboldened to sign the executive orders after asking the state's lawyers to take another look at his options.

absolutely absurd that a 14-year-old or 13-year-old can walk into the store and buy this stuff. It's never what anybody intended when the hemp law was passed."

The OHHAA called for DeWine and the Ohio legislature to approve a measured system of regulation on intoxicating hemp products, one that includes age limits on purchasing, child-proof packaging and product safety testing.

"While dozens of states including Indiana, Kentucky, Tennessee, Pennsylvania and others have successfully chosen to regulate this much needed industry, this total ban will cause systematic chaos overnight," the organization said.

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Not shared



* Indicates required question

Please specify the topic/issue/legislation you're commenting on: *

Your answer

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Council candidates differ on approach to address Middletown's homeless population

Four candidates for two open council seats on November ballot. One is incumbent.



Council candidates — Paul Lolli (from left), Joe Mulligan, Scotty Robertson and Larri Silas — discuss goals, visions and ideas during a forum Wednesday, Oct. 8, 2025 at Miami University Middletown. BRYN DIPPOLD / STAFF

[NEWS](#)

By [Bryn Dippold](#)

Oct 9, 2025

X

Though Middletown council candidates agreed on many issues in a candidates forum Wednesday at Miami University Middletown, there were some differing points about the homeless population in the city.

Candidates Paul Lolli, Joe Mulligan, Scotty Robertson and Larri Silas spoke at the forum organized by the Chamber of Commerce Serving Middletown, Trenton and Monroe; the Menard Family Center for Democracy; and the Miami Student.

Silas said absentee landlords downtown are holding back city progress, and Robertson said some of those empty buildings could be used to shelter people experiencing homelessness and offer resources.

“This is an issue where there is a not a lack of ideas ... there’s just a lack of political will to actually bite the bullet and put a plan together and then see it through,” Robertson said.

Silas agreed, saying having an address is needed for those experiencing homelessness to apply for and get a job.

“I believe it is the city’s responsibility to care about all the people of Middletown, whether they have a home address or not,” she said.

Lolli agreed absentee landlords are a problem, but said adding more housing for the homeless population is not the answer to the “humanitarian” goal of caring for people.



Wednesday's forum was held at Miami University Middletown and organized by The Chamber of Commerce Serving Middletown, Monroe and Trenton; the Menard Family Center for Democracy; and The Miami Student newspaper. BRYN DIPPOLD / STAFF

“What we need to do is get to the root of homelessness,” he said, adding mental health and substance abuse issues need to be taken care of.

Between local faith-based organizations, police, business owners and city officials, Mulligan said all parties need to get on the “same page” on how they will address homelessness.

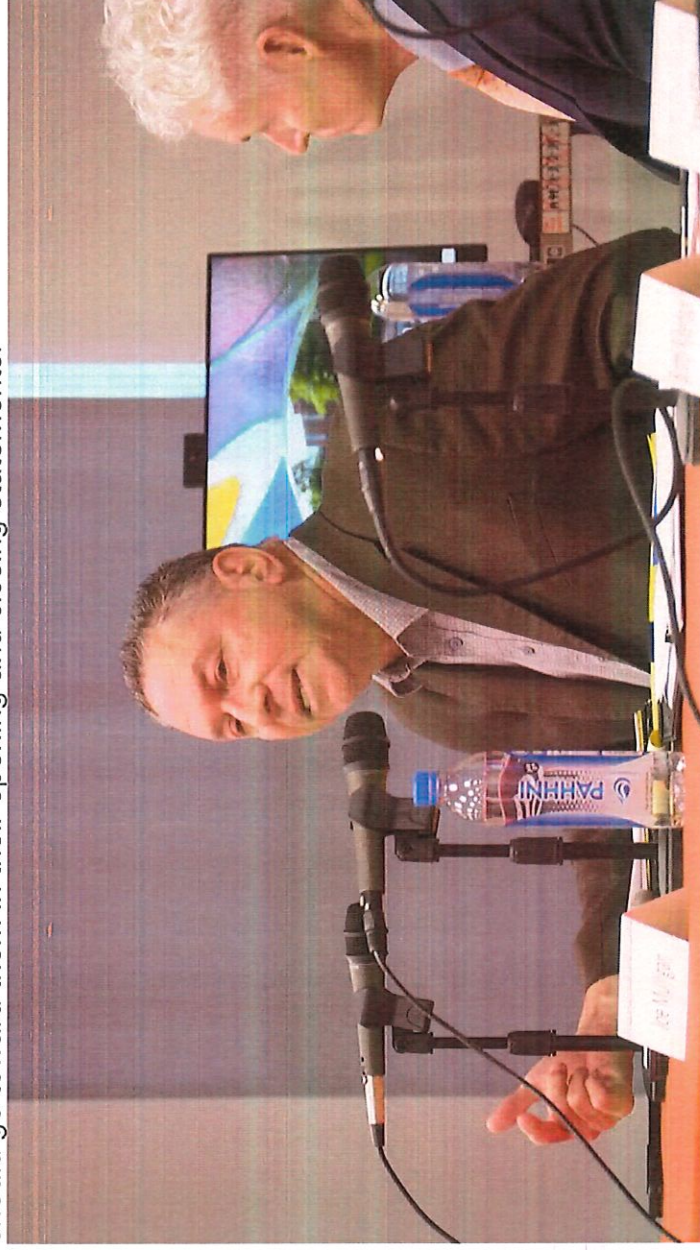
Mulligan wants to get people experiencing homelessness off the street because spending the night in city parks and by the river “is not acceptable.”

“We need to get them into housing,” he said.

Lolli said the biggest barriers to progress for the city are finances and negativity, while Mulligan said it is the ability to fill open positions and retain top talent at the city building.

Robertson said the state of the world and disconnection are holding back city progress; Silas said most barriers are coming from the federal and state level in terms of losing out on funding.

Candidates did agree “people” are the city’s greatest asset and explained why a vote should go toward them in their opening and closing statements.



Paul Lolli, an incumbent running for re-election, said his platform is centered on economic development, public safety and health, and community enrichment. BRYN DIPPOLD / STAFF

Lolli, an incumbent, asked the crowd to keep him on city council because of his passion to make Middletown a better place to do business, live and raise a family.

“I believe in local government that listens and works alongside its residents to create positive change,” he said.

Lolli, 64, said his platform is centered on economic development, public safety and health, and community enrichment.



Joe Mulligan previously has served two terms on council and said it's important to look at city operations with a "private sector business lens." BRYN DIPPOLD / STAFF

Mulligan, who has served two terms on council, said he is "inspired and enthusiastic" about upcoming opportunities in the city.

As a small business owner of a law firm, Mulligan, 50, said it's important to look at city operations with a "private sector business lens."

"I want to keep local government accountable and efficient," Mulligan said. "Without those things, we spend recklessly and waste tax dollars."



Scotty Robertson, a local Baptist pastor, said he wants to focus on listening because he wants to bring the “voice of citizens” to council. BRYN DIPPOLD / STAFF

Robertson, a Baptist pastor in Middletown, said he is running because of an observed “disconnect” between people and local government.

“I want to fix that,” he said.

Robertson, 37, said he wants to focus on listening because he wants to bring the “voice of citizens” to council.

“I am running to pursue the agenda of the people,” he said.



La'ri Silas, Middletown native, said she is focused on youth, families, small businesses and the elderly. BRYN DIPPOLD / STAFF

Silas said she believes she is the “least known candidate” and explained her upbringing in Middletown inspired her to run for council.

“Middletown is the only home that I’ve ever known,” she said.

Silas, 22, said she is focused on youth, families, small businesses and the elderly.

“If you elect me, you are electing someone who cares about your voice and your vision,” she said.

The four candidates on November’s ballot are running to occupy two open council seats.

WHAT TO KNOW

More information on each candidate can be found at tinyurl.com/MiddletownCandidateInfo.

The deadline to register to vote in this election has passed, but voter information can be accessed online at ohiosos.gov/elections/voters/. [Early voting](#) began Tuesday.

Miami Student journalists Taylor Stumbaugh and Owen Martin moderated the forum.

Area stores say intoxicating hemp ban will hurt small businesses, consumers

Many who sell intoxicating hemp products agree they should be regulated, but disagree with abruptness of ban.

[LOCAL NEWS](#)

By [Cornelius Frolik](#)

Oct 10, 2025

X

Local smoke shops, vape shops, alcohol retailers and other businesses say they are disappointed that starting on Tuesday they will no longer be allowed to sell popular hemp-derived THC products that account for a significant share of their sales.

An executive order signed by Ohio Gov. Mike DeWine on Oct. 8 that takes effect next Tuesday, Oct. 14 bans the sale of intoxicating hemp products for the next several months. DeWine says this is meant to crack down on the sale of unregulated psychoactive cannabinoid products that anyone, even children, can buy at gas stations, markets, convenience stores and other retailers.

Local shop owners and managers say they support regulating the hemp-derived THC marketplace for consumer safety and quality control, but they think the governor's order was rash and out of line and will harm many small businesses and their customers who use the substances for pain relief, relaxation and as an alternative to higher potency and more expensive cannabis products and alcoholic beverages.

Store owners and managers said reputable businesses would never sell or market THC products to kids.

"This is going to hurt a lot of businesses," said Ed Alkhateeb, the owner of Smoker's Saver in southeast Dayton where delta-8 and similar products account for about 30% of the store's sales.

A [lawsuit filed Thursday by a trade group hoping to prevent the ban](#) estimates that 20,000 Ohioans will be unemployed as a result of DeWine's ban, if it goes into effect, resulting in billions of dollars in negative economic impact.



Ed Alkhateeb, the owner of Smoker's Saver on South Smithville Road, on Thursday, Oct. 8. Alkhateeb says that an executive order signed by Ohio Gov. Mike DeWine on Oct. 8 that bans the sale of intoxicating hemp products for the next several months is going to harm many small businesses. Alkhateeb says that approximately 30% of his sales are of intoxicating hemp products, and those sales are mostly to customers in their 50s and 60s. BRYANT BILLING / STAFF

DeWine's "consumer product safety emergency order" can remain in effect for up to 90 days, and the governor also ordered changes to the Ohio Administrative Code to remove intoxicating hemp from the state's definition of legal hemp.

Ahead of Tuesday's ban, some smoke and vape shops around the Dayton region this week posted signs advertising "half off" and "buy one, get one free" deals and other deep discounts for hemp-derived THC goods.

The Vapor Haus store at 617 Watervliet Ave. in Dayton's Belmont neighborhood that has sold hemp THC products for years is selling gummies, vape cartridges, pre-rolled joints and concentrates for 50% off.

Store manager Troy Grant said the products are popular, accounting for around 30% of daily sales.

Consumers often like THC from hemp because the high is more mellow than traditional cannabis and has medicinal benefits, such as helping people relax and fall asleep, Grant said.

"For people who get anxiety attacks, where normal marijuana is way too powerful for them, it's a nice alternative," Grant said. "It's very unfortunate to see this get treated the way it does."



Vapor Haus manager Troy Grant with gummy drops, Thursday, Oct. 9. Grant said that intoxicating hemp products should not be sold to anyone under 21. Vapor Haus does not allow anyone under 21 to enter the store. BRYANT BILLING / STAFF

Local residents who smoke or consume hemp-derived THC told this news outlet that the high is less intense than regular marijuana and the goods sold at local businesses are much less expensive than pot sold at dispensaries.

Grant said of course hemp-derived THC products should not be sold to anyone under the age of 21, and Vapor Haus does not allow anyone under 21 inside of the store. Grant said he personally thinks it makes sense to prohibit these sales at certain establishments, like gas stations and corner stores.

Alkhateeb, the owner of Smoker's Saver, a discount tobacco outlet at 2525 S. Smithville Road, said his delta-8 and THCa customers are mostly in their 50s and 60s and many use the products to reduce pain and anxiety.

"It has a benefit," he said. "They aren't using it to party."



An executive order signed by Ohio Gov. Mike DeWine on Oct. 8 that takes effect next Tuesday bans the sale of intoxicating hemp products for the next several months. Local smoke shops, like Smoker's Saver on South Smithville Road, are offering deep discounts for the hemp-derived THC products they sell. BRYANT BILLING / STAFF

Alkhateeb said he does not believe the governor is banning hemp THC products because kids and young people are able to purchase the items. He said he thinks the move is meant to help state-licensed dispensaries, which are losing business from the sale of intoxicating hemp products.

Alkhateeb said he supports some regulations, like prohibiting THC from being sold in packaging that make the products look like candy or popular junk food brands. But he said customers at his store have to be 21 years old and his products are locked in a display case at the checkout counter.

Alkhateeb said the governor should have given stores more advance notice of the ban, so they don't have to scramble to sell their inventories in a matter of days. Smoker's Saver has a buy one, get one free sale going on, and Alkhateeb said he is going to have to throw away any products he does not sell in time.

Alkhateeb also said some people do not like marijuana dispensaries because they scan customers' driver's licenses and they don't want that information to go into a database. A couple of people told this news outlet that they do not want their employers, the court system or other government agencies to find out that they use THC products.



An executive order signed by Ohio Gov. Mike DeWine on Oct. 8 that takes effect next Tuesday bans the sale of intoxicating hemp products for the next several months. Local smoke shops, like Vapor Haus on Watervliet Avenue in the Belmont neighborhood, are offering deep discounts for the hemp-derived THC products they sell. BRYANT BILLING / STAFF

Less

Barrel House, a taproom and bottle shop on East Third Street in downtown Dayton, sells a variety of “THC bevies” — beverages like infused sodas, seltzers and alcohol-free spirits.

Owner Gus Stathes said the state should have implemented regulations on hemp-derived THC products a couple of years ago, before they became an important part of businesses’ sales.

“We sell a lot of these — it’s become something we rely on to keep our doors open,” he said. “As far as retail sales, this is probably a quarter to a third of what we sell, depending on the week.”



Barrel House owner Gus Stathes talks in the bar on Tuesday, Oct. 9. The bar offers a variety of THC-infused beverages, which it won't be able to sell when a ban takes effect next Tuesday. An executive order signed by Ohio Gov. Mike DeWine on Oct. 8 will ban the sale of intoxicating hemp products for the next several months. BRYANT BILLING / STAFF

Less

Stathes said many people who are trying to drink less alcohol or who don't like alcohol enjoy sipping on THC-infused drinks. He said he hopes Ohio continues to allow people to buy these products.

"My opinion on the ban is that it's silly — but there's an important caveat, which is I do think regulation is important," he said. "But small businesses will suffer. ... I don't put a lot of faith in the state of Ohio to listen to what people want."

NEWS > LOCAL NEWS > BUTLER COUNTY

Potentially dangerous Asian long-horned tick found on local dog

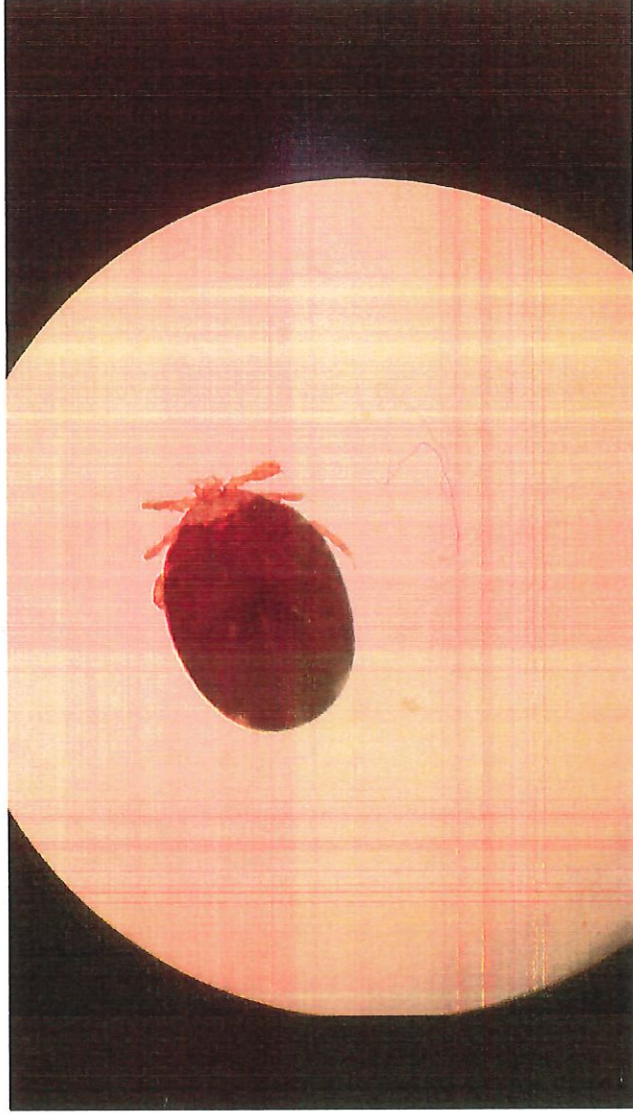


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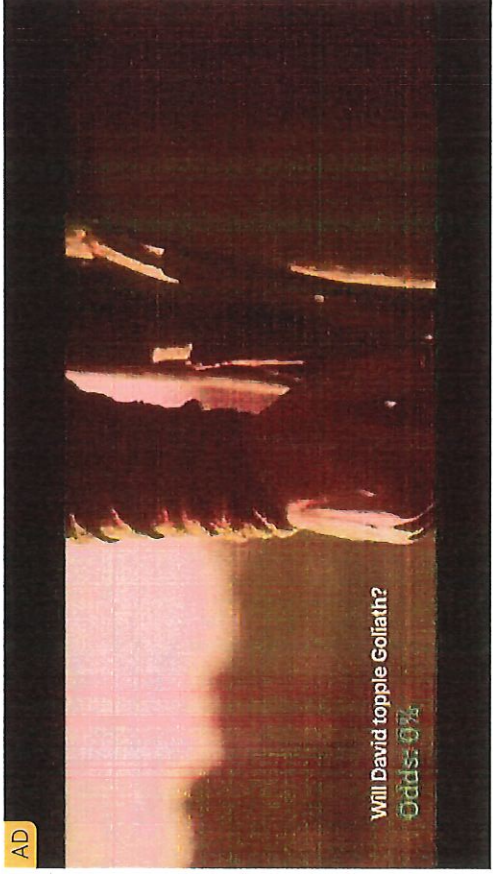
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Dr. Chantel Raghu [told the Journal-News](#) this week she was recently informed by officials at the United States Department of Agriculture (USDA) that the tick larva she found on a Hamilton-area dog appears to be an Asian long-horned tick.

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Since 2017, the *Haemaphysalis longicornis* or long-horned tick has been moving from its initial infestation in the nation's eastern states and earlier this summer was detected in southeast Ohio.

It can be hazardous to dogs, cats and cattle as well as humans and USDA officials have now said for the first time the species may be in Butler County.

Raghu, who works at the Oxford Veterinary Hospital and specializes in infectious animal diseases, said in September a Hamilton woman brought in her dog whose scalp including the tiny larva, about the size of a speck of pepper.

The larva has six legs but grow to sport eight legs as adults.

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The dog had stepped into a nest of the ticks while out walking and was quickly swarmed by them.

Raghu, sent the tick to USDA officials who said while they are still examining the larva, preliminary findings confirm her suspicion that it is the Asian long-horned tick.

“This tick can carry diseases important to both dogs and humans like Rocky Mountain Spotted Fever, and it can reproduce asexually which means that it can spread rapidly. This tick is especially devastating to cattle and it is important for farmers to be on the lookout,” said Raghu.

Stephen Young, an entomologist with an Iowa-based USDA lab, wrote Raghu recently noting: “This is likely the first record of Asian longhorned tick in Butler County, Ohio pending verification by other USDA sources.”

According to a late June [study](#) by the Ohio Department of Health (ODH), the single-digit cases of the tick had been reported in 14 southeast Ohio counties, with none being farther west of that region than Franklin County in Central Ohio and Pike and Ross counties in the state’s south-central region.

There were no ODH reports of the tick in Butler or other southwest and west-central counties.

Adding to the problematic nature of the tick is a rapid reproduction rate, said Raghu, because the species’ females are asexual and can reproduce without males.

“The female doesn’t have to mate before she can lay thousands of tick eggs.”

“This is a completely different species that isn’t found in our area. And from my talks with experts, this is not going away and will just become more prevalent,” she said.

“The problem is that the ticks can carry really bad infectious diseases. When a tick bites and it is allowed to feed (on its host) for more than 24 hours, that is when whatever infectious disease it is harboring spreads through their saliva.”

The Hamilton-based dog was treated and doing fine, she said.

To avoid all species of ticks on dogs and cats, Raghu recommends using tick prevention drugs and other applications year around – not just in the warmer months – and to keep dogs and cats from walking in long grass and taller plants.