

MINUTES
Central State University
Board of Trustees Special Meeting
Virtual via Microsoft Teams
March 20, 2026 – 10:00 a.m.

Notice having been given in accordance with the Board of Trustees amended Code of Regulations, the following members met virtually on March 20, 2026, for a special meeting. The purposes of the meeting were to discuss a review of academic policy, enrollment, fiscal controls and a real estate appraisal. The meeting was open to the public and trustees attended virtually in compliance with O.R.C. 121.22.

CALL TO ORDER

Trustee Gamblin called the meeting to order at 10:00 a.m.

Ms. Whatley called the roll and a quorum was announced (*eight voting trustees*).

Voting Trustees

Jacqueline Y. Gamblin, Chair	Present (in-person)
Natalia S. Harris, Vice Chair	Present (virtual)
Richard C. Perry, Secretary	Present (in-person)
Jason R. Manns	Present (virtual)
Linda D. Matthews	Present (virtual)
Shon P. Anderson	Present (virtual)
James L. Ervin, Jr.	Present (virtual)
Ervan D. Rodgers II	Present (virtual)

Student Trustee

Asia T. Brown	Absent
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Others present were members of the administration including Morakinyo Kuti, Kathleen Madden, Arcola Whatley, Amy Hobbs, David Massey, Arlene Nicholas-Phillips, Adrian Petway and Rebecca Kocher.

APPROVAL OF AGENDA

Trustee Ervin moved to approve the agenda as presented and Trustee Perry seconded. Ms. Whatley conducted a roll call vote to approve the agenda with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Jason R. Manns, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr and Ervan D. Rodgers II. The motion carried with eight affirmative votes.

EXECUTIVE SESSION

At 10:06 a.m., Trustee Gamblin announced that in keeping with the provisions of the state’s “sunshine law” and Amended Section 121.22 of the Ohio Revised Code, the board members will meet in an executive session. Trustee Harris moved to enter into executive session for the purpose of discussing ORC 121.22(G)(1) employment of public employees, ORC 121.22(G)(2) the purchase or sale of property, ORC 121.22(G)(3) pending or imminent litigation, and ORC 121.22(G)(4) negotiations with public employees concerning terms and conditions of their employment. Trustee Ervin seconded the motion, and Ms. Whatley conducted a roll call vote with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Jason R. Manns, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr and Ervan D. Rodgers II. The motion was unanimously carried with eight affirmative votes.

The regular meeting was recessed, and the members moved into executive session. At 11:32 a.m., the regular meeting was reconvened. No action within executive session was taken.

FINANCIAL UPDATE

Dr. Petway, Vice President for Administration and Finance and CFO, presented a detailed report on the university's FY26 actual versus projected budgets of unrestricted current funds as of February 28, 2026, which included revenue sources and expenses by program. In addition, she updated the Board on outstanding student account balances and unrestricted invoice payments.

DISCUSSION AND PRESENTATION OF RESOLUTIONS

Ms. Whatley presented the following resolutions.

RESOLUTION 2026-09

REQUEST TO INCREASE OUT-OF-STATE TUITION

WHEREAS, the Central State University Board of Trustees ("Board") is vested by law with all the powers and authority to govern effectively and set policy for Central State University ("University") in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, Pursuant to Ohio Revised Code Section 3345.48, general and instructional fees for each student in a cohort shall remain constant for four years, so long as the student complies with the requirements of the program; and

WHEREAS, the Board may determine that general and instructional fees charged under tuition have fallen significantly lower than those of other state universities and may submit a request to increase the amount charged to a cohort to the Chancellor of the Ohio Department of Higher Education; and

WHEREAS, in order to prioritize in state enrollment and increase University revenue, the President recommends increasing the non-residency fee for cohorts starting in 2026-2027 academic year from \$1,500/semester to \$3,000/semester (\$6,000/ per year).

WHEREAS, the Board has determined that it is in the best interest of Central State University that the tuition charge be increased by 3%, effective for cohorts starting in the 2026-2027 academic year, pursuant to O.R.C. 3345.48(F).

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves submission of their request to the Chancellor of the Ohio Department of Higher Education to increase Central State University's tuition charge by 3% for cohorts of the 2026-2027 academic year and charges the President of Central State University and his designees to perform all necessary steps to implement the tuition increase.

BE IT FURTHER RESOLVED THAT, the Board of Trustees approves the increase in the non-residency fee for cohorts in the 2026-2027 academic year in order to prioritize in state enrollment and increase revenue.

Trustee Ervin moved to approve Resolution 2026-09 "Request to Increase Out-of-State Tuition" as presented and Trustee Perry seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting "yes" – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D.

Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-10

APPROVAL OF VOLUNTARY REDUCTION IN SQUARE FOOTAGE

WHEREAS, the Central State University Board of Trustees (“Board”) is vested by law with all the powers and authority to govern effectively and set policy for Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, Pursuant to Ohio Revised Code Section 3345.011, Central State University may request loan funds to voluntarily reduce physical square footage; and

WHEREAS, the Board has taken into consideration the relative age and conditions of certain facilities, the level of deferred maintenance, and the annual operating expense defrayed by eliminating the square footage; and

WHEREAS, the Board has determined that the facilities attached as Attachment A are to be demolished under the voluntary reduction in physical square footage plan.

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves demolition of the facilities attached as Attachment A under the voluntary reduction in physical square footage plan at Central State University and charges the President of Central State University and his designees to perform all necessary steps to implement the voluntary reduction in physical square footage plan.

Trustee Ervin moved to approve Resolution 2026-10 “Approval of Voluntary Reduction in Square Footage” as presented and Trustee Harris seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-11

APPROVAL OF THE SALE OF UNIVERSITY-OWNED PROPERTY

WHEREAS, the Central State University Board of Trustees (“Board”) Pursuant to Ohio Revised Code Section 3343.05, the Board of Trustees has statutory power to make and enter into all contracts and agreements necessary or incidental to the operation of Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, the Board has determined that certain plots of undeveloped or agricultural land owned by the University are no longer needed for the effective operation of the University; and

WHEREAS, the Board has determined that the plots identified in Attachment A (*intentionally omitted*) are to be appraised and put up for sale using a sealed bid auction; and

WHEREAS, the President is required to obtain further approval from the Board of Trustees to accept any bid received and or sign an agreement for sale of any plots identified in Attachment A (*intentionally omitted*).

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves the appraisal and sale of those plots attached as Attachment A (*intentionally omitted*) and charges the President of Central State University and/or his designees to perform all necessary steps to implement the sale of those plots, including returning to the Board for approval to accept any bid received and or sign the agreement for the sale of any of the plots.

Trustee Ervin moved to approve the Resolution 2026-11 “Approval of the Sale of University-Owned Property” and Trustee Perry seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-12

APPROVAL OF PRESERVATION COVENANT FOR THE POWER PLANT AS AMENDED

WHEREAS, the Central State University Board of Trustees (“Board”) Pursuant to Ohio Revised Code Section 3343.05, the Board of Trustees has statutory power to make and enter into all contracts and agreements necessary or incidental to the operation of Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, on the campus of Central State University sits the former C.N. & I. Department Power Plant (“Power Plant”), designed by Herbert Briggs, and constructed in 1926 to generate light, heat, and power; and

WHEREAS, the Power Plant is listed on the National Register of Historic Places and is important culturally, historically, and architecturally to the history of Central State University and the State of Ohio; and

WHEREAS, Pursuant to Ohio Revised Code 5301.07, the President requests authorization to execute a preservation covenant with the State Historic Preservation Office of the Ohio History Connection for the purpose of preserving the Central State University Power Plant.

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves the President’s request that Central State University execute the preservation covenant attached hereto with the State Historic Preservation Office of the Ohio History Connection. This preservation covenant will be entered under O.R.C. Section 5301.07 for the purpose of preserving the Central State University Power Plant, a building that is important culturally, historically, and architecturally. The President of Central State University is authorized, directed, and empowered to take such action and execute and deliver such document in such form as he deems to be in the best interests of Central State University, including without limitation the execution and delivery of a preservation covenant. **The President of Central State University is also directed to file such document with the Greene County Recorder's Office.**

Ms. Whatley stated that the Resolution 2026-12 authorizes execution of the preservation covenant to protect the historic power plant located on Central State’s campus with 20-year restrictions. The covenant ensures maintenance, limits alterations and preserves historic integrity per federal grant requirements. Trustee Anderson moved to approve the Resolution 2026-12 “Approval of Preservation Covenant for the Power Plant” and Trustee Matthews seconded. Trustee Harris noted that the resolution should be amended to include language in the last paragraph that directs the president to file the completed document with the Greene County Recorder’s Office. Trustee Ervin moved to approve the amendment to the resolution. The motion was seconded by Trustee Matthews and carried unanimously. Trustee Ervin moved to approve the amended resolution and Trustee Rodgers seconded. Ms. Whatley conducted a roll call vote to approve the amended resolution with the following

results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-13

DETERMINATION OF PERSONNEL ACTION

WHEREAS, the Central State University Board of Trustees (“Board”) pursuant to Ohio Revised Code Section 3343.06 has statutory power to make personnel decisions regarding professors, teachers and other employees as necessary at Central State University (“University”) in accordance with Ohio law and the Ohio Department of Higher Education; and

WHEREAS, the Collective Bargaining Agreement between the American Association of University Professors, Central State University Chapter (“AAUPCSU”), Article 17 requires that the Board of Trustees takes final action when an employee is facing disciplinary suspension or dismissal for cause; and

WHEREAS, the President has considered the recommendation of the Ad Hoc hearing committee, and makes the recommendations attached as Attachment A (*intentionally omitted*); and

WHEREAS, the President has included a copy of the Ad Hoc hearing committee’s recommendation, based on their January 30, 2026 hearing, for review and consideration as Attachment B (*intentionally omitted*).

NOW, THEREFORE, BE IT RESOLVED, upon consensus of the Board of Trustees, the Board approves the President’s recommendation in Attachment A.

Ms. Whatley stated that Resolution 2026-13 approves the president’s recommendation on personnel actions after a review of a hearing on the committee’s findings. Trustee Ervin moved to approve the Resolution 2026-13 “Determination of Personnel Action” and Trustee Perry seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-14

APPROVAL OF PRE-ANNEXATION AGREEMENT WITH XENIA (RESOLUTION FAILED)

Ms. Whatley stated that Resolution 2026-14 approves a pre-annexation agreement with the City of Xenia to annex university property, enabling access to city utilities at resident rates. This will save about \$435,000 annually in water surcharges. Trustee Ervin moved to approve Resolution 2026-14 “Approval of Pre-Annexation Agreement with Xenia” as presented and Trustee Matthews seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Richard C. Perry, Shon P. Anderson and James L. Ervin, Jr.; voting “no” – Jacqueline Y. Gamblin, Natalia S. Harris, Linda D. Matthews and Ervan Rodgers II. The motion failed with three affirmative votes and four negative votes. Trustee Manns was unavailable.

RESOLUTION 2026-15

APPROVAL OF THE ENDOWMENT INVESTMENT & SPENDING POLICY (RESOLUTION TABLED)

Ms. Whatley stating that Resolution 2026-15 adopts the “Endowment and Investment Policy” which will govern management of university-held endowments under UPMIFA and establishes governance, investment objectives, spending rules and donor intent protections. Trustee Anderson moved to approve Resolution 2026-15 “Approval of the Endowment Investment & Spending Policy” as presented and Trustee Perry seconded. The resolution was tabled for further discussion. Ms. Whatley conducted a roll call vote to table the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-16

APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS-CENTRAL STATE UNIVERSITY CHAPTER (“AAUP-CSU”)

WHEREAS, Pursuant to Ohio Revised Code Chapter 4117, the Central State University Administration and AAUP-CSU have engaged in collective bargaining for an agreement effective September 1, 2024, through August 31, 2027; and

WHEREAS, tentative agreements were reached between the parties on all articles within the agreement, which constitute the tentative agreement attached hereto as Attachment A (*on file in Office of General Counsel*); and

WHEREAS, the AAUP-CSU member conducted a vote that ended on Monday, March 2, 2026, to ratify the new collective bargaining agreement, which was approved by a majority vote; and

WHEREAS, the Administration now recommends that the Board of Trustees ratifies and approves the tentative agreement, attached hereto, subject to final editing, to be effective September 1, 2024, through August 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Central State University hereby approves and ratifies the tentative agreement attached hereto, subject to final editing, and authorizes the General Counsel to finalize the agreement and the President of Central State University to execute the agreement.

Ms. Whatley stated that Resolution 2026-16 approves the collective bargaining agreement with AAUP-CSU for 2024-2027 covering faculty rights, responsibilities, tenure, discipline, compensation and benefits. It sets governance, evaluation, grievance, and working conditions. Trustee Ervin moved to approve Resolution 2026-16 “Approval Of the Collective Bargaining Agreement with the American Association Of University Professors-Central State University Chapter (“Aaup-Csu”)” and Trustee Matthews seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting “yes” – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION FOR 2026-17

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR STUDENT 365 TELEHEALTH SERVICES

WHEREAS, the Central State University Board of Trustees (“Board”) is vested by law with all the powers and authority to make and enter into all contracts and agreements necessary and incidental to the operation of Central State University (“University”) in accordance with Ohio law; and

WHEREAS, Central State University seeks resources to provide certain behavioral and mental health services for students and their households, as well as for university staff and their households, and

WHEREAS, upon approval of the Agreement attached hereto, the university will receive behavioral and mental health services through the Student 365 Telehealth Services program pursuant to an agreement with Virtual Healthcare Solutions, DBA National Telehealth Solution (NTS), and

WHEREAS, it is the intent of the parties that all covered services shall be provided at no cost to the university, and all funding shall be applied for, obtained, processed and paid to NTC in accordance with the general procedures set forth in Attachment B, and

WHEREAS, the vendor, Virtual Healthcare Solutions, DBA National Telehealth Solution is located at 655 Metro Place South, Suite 600, Dublin, Ohio, and

WHEREAS, the contract period shall begin March 1, 2026, and end on May 19, 2029, with funding for this effort provided through grant funding; and

WHEREAS, the total cost for this program to be covered by grants, is not to exceed \$2,948,515 and this agreement may be terminated if allocated funding is not received.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President of Central State University, the Board of Trustees hereby approves the professional services agreement with Virtual Healthcare Solutions, DBD National Telehealth Solution to be funded through grant based resources for fiscal years 2026 through 2029. (Attachment B)

Ms. Whatley stated that Resolution 2026-17 approves a professional services agreement for Student 365 Telehealth Services which is funded by grants and provides mental health services at no cost to the university. The agreement runs from 2026 through 2029 with a maximum cost of approximately \$2.95 Million. Trustee Rodgers moved to approve Resolution 2026-17 "Approval of Professional Services Agreement for Student 365 Telehealth Services" as presented and Trustee Ervin seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting "yes" – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION FOR 2026-18

APPROVAL OF PROFESSIONAL SERVICES FOR EAB NAVIGATE360

WHEREAS, Central State University seeks resources to implement a comprehensive student success platform designed to enhance educational experience by connecting students, advisors, and support staff through data-driven insights and tools, and

WHEREAS, the university will receive enhanced educational services through the EAB Navigate360 programs pursuant to an agreement voluntarily entered between EAB Global, Incorporation, and Central State University; and

WHEREAS, EAB Global, Incorporation is located at 2445 M Street NW, Washington, DC, and

WHEREAS, the contract period shall begin July 1, 2026, and end on June 30, 2027, in the amount of \$106,895.00, with funding for this effort provided through the Title III grant funds; and,

WHEREAS, services will commence on the initial date of the first program term (Start Date), and the university will be invoiced in advance of Services and payment is due within thirty (30) days of the invoice date. Any one-time fees will be invoiced at one hundred percent (100%) with the program fees on the initial invoice of each year of the Agreement. All program fees for the first year will be billed and due within thirty (30) days of the signature of the agreement or start date, whichever is later.

NOW THEREFORE, BE IT RESOLVED, that, based upon the recommendation of the President, and with the concurrence of the Budget and Finance Committee, that Central State University Board of Trustees hereby approves the professional services agreement with EAB Global, to be funded through funding resources for fiscal year 2026 through 2027. (Attachment C)

Ms. Whatley stated that Resolution 2026-18 authorizes Central State University to enter into a professional services agreement with EAB Global, Inc. to implement the Navigate360 student success platform, which supports student engagement, advising, and data-driven institutional decision-making. The agreement runs from July 1, 2026 through June 30, 2027, at a cost of \$106,895 which is funded through Title III grant resources. Trustee Rodgers moved to approve Resolution 2026-18 "Approval of Professional Services For EAB Navigate360" and Trustee Ervin seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting "yes" – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

RESOLUTION 2026-19

APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN CENTRAL STATE UNIVERSITY AND THE LOCAL #361 OHIO COUNCIL #8 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES ("AFSCME")

WHEREAS, Pursuant to Ohio Revised Code Chapter 4117, the Central State University Administration and the Local #361 Ohio Council #8 of the American Federation of State, County, and Municipal Employees ("AFSCME") have engaged in collective bargaining for an agreement effective November 1, 2025, through October 31, 2028; and

WHEREAS, tentative agreements were reached between the parties on all articles within the agreement, which constitute the tentative agreement attached hereto as Attachment A (*on file in Office of General Counsel*); and

WHEREAS, the Administration now recommends that the Board of Trustees ratifies and approves the tentative agreement, attached hereto, subject to final editing, to be effective November 1, 2025, through October 31, 2028.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Central State University hereby approves and ratifies the tentative agreement attached hereto, subject to final non-substantive editing, and authorizes the General Counsel to finalize the agreement and the President of Central State University to execute the agreement.

Ms. Whatley stated that Resolution 2026-19 approves the collective bargaining agreement effective 2025-2028 with the American Federation of State, County, and Municipal Employees, Local #361 Ohio Council #8. Major changes were made to definitions of different types of leave (bereavement and court) and language governing wages. Trustee Perry moved to approve Resolution 2026-19 "Approval of the Collective Bargaining Agreement Between Central State University and the Local #361 Ohio Council #8 of the American Federation of

State, County, and Municipal Employees ("AFSCME")" and Trustee Harris seconded. Ms. Whatley conducted a roll call vote to approve the resolution with the following results: Voting "yes" – Jacqueline Y. Gamblin, Natalia S. Harris, Richard C. Perry, Linda D. Matthews, Shon P. Anderson, James L. Ervin, Jr. and Ervan D. Rodgers II. The motion passed with seven affirmative votes. Trustee Manns was unavailable.

ADJOURNMENT

Trustee Erwin moved to adjourn the meeting at 11:55 a.m. The motion was seconded by Trustee Matthews and carried unanimously.

**Voluntary Reduction in Square Footage
Residential Facilities**

Building Name	Sq Ft/Acreage	Year Built	Student Population	Renovation Cost
Anne O'Hare Williamson Hall	43,863/232	1964	226	\$15,631,003.16
Jane Hunter Hall	35,542/232	1964	166	\$12,609,619.94
Elizabeth M. Anderson Hall	30,084/232	1971	150	\$11,509,852.02
Sunie S. Green Hall	28,791/232	1971	150	\$10,515,852.17
Totals	138,280/928		692	\$50,266,327.30

Reduction will save \$600,000 in annual operating expenses (utilities, maintenance, repairs, services contracts, and payroll). The University will replace the square footage with green space, parking or in furtherance of University strategic plans.

**AGREEMENT FOR
STUDENT 365 TELEHEALTH SERVICES**

This Agreement for Student 365 Telehealth Services ("AGREEMENT") is being entered into voluntarily on March 1, 2026 by and between Virtual Healthcare Solutions, DBA National Telehealth Solutions ("NTS"), located at 655 Metro Place South, Suite 600, Dublin, Ohio ("NTS" or the "PROVIDER"); and Central State University located at 1400 Brush Row Road Wilberforce OH 45384 (the "UNIVERSITY")(NTS and the UNIVERSITY shall be referred to herein jointly as the "PARTIES"). The purpose of this AGREEMENT is to confirm that NTS shall provide certain behavioral and mental health services for students and households, staff and households within the UNIVERSITY and the process by which the funding sources for such services shall be located, applied for and paid to NTS.

THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS:

Unless otherwise specified in this AGREEMENT, the PARTIES agree that the following terms shall be defined as follows:

COVERED SERVICES:

The term "COVERED SERVICES" ("COVERED SERVICES") is intended to include the behavioral and mental health services that shall be provided to the UNIVERSITY by NTS as party of the Student 365 Telehealth Services program. These "COVERED SERVICES" are specifically enumerated in the attached Appendix A. Those services that are not specifically set forth in Appendix A are not deemed to be COVERED SERVICES." Further it is the PARTIES' intent that all "COVERED SERVICES" shall be provided at no cost to the UNIVERSITY and all funding shall be applied for, obtained, processed and paid to NTC in accordance with the general procedures set forth in the attached Appendix B.

Non-covered Services:

The term "non-covered services" ("NON-COVERED SERVICES") is intended to mean any service that the UNIVERSITY asks NTS to provide that is in addition to or otherwise not set forth in Appendix A. If NTS agrees to provide any "NON-COVERED SERVICES," it shall be the sole responsibility of the UNIVERSITY to pay for such services. Examples of "NON-COVERED SERVICES" include but are not necessarily limited to onsite grief counseling services, and onsite topical or benefit trainings or programs.

Eligible Member:

The term eligible member ("ELIGIBLE MEMBER means any student, parent or staff member to

whom the UNIVERSITY shall permit, and NTS agrees to provide, "COVERED SERVICES" under this AGREEMENT.) The UNIVERSITY shall provide NTS a census of the number of households who have ELIGIBLE MEMBERS that may access the portal or other point of access to receive COVERED SERVICES. The UNIVERSITY shall assist the PARTIES in preventing any unauthorized access to COVERED SERVICES by ineligible members/individuals. The UNIVERSITY shall provide this information no later than 15 days after it has been requested by NTS. It shall further be the responsibility of the UNIVERSITY to notify all ELIGIBLE MEMBERS of their ability to access COVERED SERVICES. NTS agrees that it shall provide the UNIVERSITY with written educational materials that it may distribute to households who shall receive COVERED SERVICES.

Cost:

The term "cost" means the amount of money that must be paid for "COVERED SERVICES" and "NON-COVERED SERVICES" and as further defined in Paragraph 4 below.

Funding Source:

The term "Funding Source" means a public or private sector entity that has been identified by NTS as being an organization or entity that may possibly provide funding to the UNIVERSITY that shall be used for the payment of "COVERED SERVICES."

TERMS AND CONDITIONS

1. Term:

The Term of this AGREEMENT (the "TERM") shall be from March 1, 2026, until May 15, 2029, unless terminated earlier in accordance with Paragraph 8 below or if at any time during the TERM there is a failure to locate, obtain and/or receive the funding required for the services to be provided under this AGREEMENT. Should the PARTIES wish to renew and/or extend this AGREEMENT, it must be done so in writing and through a new and/or separate written contract that is signed by both PARTIES.

2. Services Provided by NTS

NTS shall provide ELIGIBLE MEMBERS of the UNIVERSITY, as defined above, the Student 365 Health Program Services, which are more fully described in the attached Appendix A. (Also Referred to above and herein as the "COVERED SERVICES"). Subject to the provisions of Paragraph 4, NTS may agree to provide NON-COVERED SERVICES to ELIGIBLE MEMBERS, if requested by the UNIVERSITY. In such case, the cost of those services must be paid for solely by the UNIVERSITY in accordance with the terms of a separate written agreement that must be executed in writing by both PARTIES.

3. Contingency of Funding to Obligate PARTIES

It is understood that except as set forth in Paragraph 4 below, the cost for COVERED SERVICES shall be paid for by funding from sources that are identified and located by NTS and that are received by the UNIVERSITY from the appropriate agency after it has received the allocated funds from the identified Funding Source(s). A general description of the process by which these funds are located, received, processed and paid to NTS are set forth in the attached Appendix B.

It is understood that if the requested allocation of funding is either unable to be located, denied and/or otherwise not received by the UNIVERSITY for any reason(s), the PARTIES shall be, immediately upon receiving notice of such event, released from this AGREEMENT and any and all obligations under this AGREEMENT. The AGREEMENT shall then be deemed null and void.

Unless otherwise agreed to in writing, NTS shall not be required to commence any COVERED SERVICES until the process set forth in Appendix B has been completed and it has received payment for the full cost of the COVERED SERVICES as set forth in Paragraph 4.

4. Cost of Services and Payment to NTS

i. COVERED SERVICES - Appendix A

The total cost ("COST") for the COVERED SERVICES in Appendix A for the entire TERM of this AGREEMENT shall be \$2,948,515 which is comprised of maximum census counts times \$27.67 per month per eligible member for the term of the contract. The maximum census count is further broken down in Appendix A.

So long as the UNIVERSITY has received the funding for the COVERED SERVICES in accordance with the required process, the UNIVERSITY shall pay to NTS the full COST of these COVERED SERVICES within seventy-two (72) hours of the UNIVERSITY's receipt of the funds. It is understood that the COST set forth herein shall cover up to, but no more than a maximum of 2960 ELIGIBLE MEMBERS (the "MAXIMUM CENSUS"). In the event the UNIVERSITY asks NTS to provide COVERED SERVICES to more than the MAXIMUM CENSUS, it must make such request in writing. Any AGREEMENT for NTS to provide COVERED SERVICES to individuals in excess of the MAXIMUM CENSUS must be reduced to a written AGREEMENT that has been signed by the PARTIES. NTS shall not provide any COVERED SERVICES beyond the MAXIMUM CENSUS until such written AGREEMENT has been executed.

ii. Possibility of Excess Funds

It is understood that there exists the possibility that there may be excess funds left over from the funding sources at the end of the TERM of this AGREEMENT. In most situations where this

occurs, these excess funds must be returned to the appropriate state agency and/or funding sources who provided such funding. NTS agrees to assist the UNIVERSITY with this process to ensure the appropriate compliance.

It is also understood that if the PARTIES enter into a new AGREEMENT after this AGREEMENT has been completed, NTS and the UNIVERSITY may seek permission from the appropriate agency and/or funding sources to use these excess funds towards COVERED SERVICES to be provided by NTS in the next AGREEMENT, if such occurs. NTS shall assist the UNIVERSITY in the process to apply for the “rollover” of such funds. However, NTS cannot and does not guarantee that such permission shall be granted and, therefore, the UNIVERSITY should not definitively rely on the availability of such funds towards any future AGREEMENT until the permission to do so has been confirmed in writing by the appropriate agency(ies) and/or funding sources.

iii. NON-COVERED SERVICES

Nothing in this AGREEMENT shall prevent the UNIVERSITY from requesting NTS to provide NON-COVERED SERVICES. If such occurs, the cost of such services shall be negotiated in good faith between the PARTIES and the cost shall be the sole responsibility of the UNIVERSITY. Nothing herein shall require NTS to provide NON-COVERED SERVICES. If NTS does agree to provide such services, it shall invoice the UNIVERSITY in a manner to be agreed upon by the PARTIES. Payment shall be due within thirty (30) days of the UNIVERSITY's receipt of the invoice.

5. Representations by NTS

By entering into this AGREEMENT, NTS is relying upon the UNIVERSITY's representations that it shall act in good faith and with all due diligence required to complete the application process required to receive the allocated funding for the COVERED SERVICES. In addition, NTS hereby represents as follows:

i. NTS is a validly organized and existing entity that is in good standing in the State of Ohio and possesses all of the necessary licenses, permits and/or qualifications to provide the SERVICES enumerated in this AGREEMENT.

ii. All of the individuals who shall provide SERVICES on behalf of NTS (“PROVIDERS”) to ELIGIBLE MEMBERS of the UNIVERSITY will have the requisite licenses, permits, skills, experience and/or qualifications to provide the SERVICES enumerated in this AGREEMENT. Moreover, the PROVIDERS shall be subject to all required criminal and/or other background checks required by applicable law prior to being able to provide any services to ELIGIBLE MEMBERS.

iii. To the extent required by law, including but not limited to the Health Insurance Portability and Accountability Act (“HIPPA”), NTS shall treat as confidential and shall not disclose the records

of any treatment or services provided by NTS to any ELIGIBLE MEMBERS of the UNIVERSITY. It is further agreed that all such records of are owned, maintained by and kept in the possession of NTS as required by state and/or federal law. The UNIVERSITY may request such records from NTS. However, NTS shall disclose such records only if the UNIVERSITY provides NTS with a legally acceptable authorization that permits such disclosure or if such disclosure is otherwise permitted by applicable law.

iv. It is understood that from time to time, NTS may obtain information from ELIGIBLE MEMBERS that may trigger an obligation to report such information to various state or federal agencies, including but not limited to law enforcement agencies (federal, state or local) and child protective service agencies. NTS shall comply with such obligations and, to the extent permitted by law, notify the UNIVERSITY of having made such report.

6. Obligations of the UNIVERSITY

In order for NTS to provide the COVERED SERVICES and/or NON-COVERED SERVICES contemplated by this AGREEMENT, it is understood that the following shall be responsibilities of the UNIVERSITY:

i. To execute all documents, forms, etc... that are necessary to apply for all allocated funding (with or without the assistance of NTS), which shall include, but not be limited to the "Search Funding Request" ("SFR"), the Questionnaire/Survey Form, all documents and forms to submit to the appropriate agency and/or funding sources and other forms/documents that may be necessary to request and/or receive allocated funding for the COVERED SERVICES .

ii. Obtain, continuously maintain and regularly provide to NTS an accurate census of the households having ELIGIBLE MEMBERS who may receive COVERED SERVICES. Such information shall be provided to NTS upon request. NTS may also require the UNIVERSITY to provide the identity and/or number of ELIGIBLE MEMBERS in each household.

iii. To distribute to ELIGIBLE MEMBERS all documents, correspondence and educational materials provided by NTS related to COVERED and NON-COVERED SERVICES.

iv. To publicize and/or otherwise notify ELIGIBLE MEMBERS of their ability to receive COVERED SERVICES. Moreover, it shall be the responsibility of the UNIVERSITY to create, maintain and provide the access method by which ELIGIBLE MEMBERS may access COVERED SERVICES, such as through the creation and use of a portal and/or other remote platform.

v. To provide NTS with contact information for all portals or access methods that shall be used by each HOUSEHOLD having ELIGIBLE MEMBERS for COVERED SERVICES, which may include the names, email address, or other identifying information that will enable NTS to permit such HOUSEHOLD to receive COVERED SERVICES.

vi. To take the appropriate action(s) to prevent and to not knowingly assist or permit any person who is not an ELIGIBLE MEMBER to seek or obtain access to COVERED SERVICES. If the UNIVERSITY obtains notice of such unauthorized access, it shall (a) provide written notice to NTS within five (5) school days; (b) take all reasonable actions necessary to prevent any further access by such person(s); and (c) otherwise cooperate with NTS to prevent any such further unauthorized access by such ineligible individuals.

vii. To otherwise ensure that all of the UNIVERSITY's internal procedures (whether administrative, legal, technological or otherwise) that are necessary to enable NTS to provide COVERED SERVICES to ELIGIBLE MEMBERS are in place.

viii. If required by applicable state law, statute, rule or regulation, to post a copy of this AGREEMENT on its UNIVERSITY website or other acceptable locations as required by such law.

ix. The services provided by NTS and the means by which such services are provided are deemed to be sensitive and confidential intellectual property and business information. If the UNIVERSITY for any reason obtains information related to the intellectual property or business methods of NTS, it agrees that it shall not disclose such information unless compelled to do so by law.

7. Family Educational Rights to Privacy Act ("FERPA")

The PARTIES understand that in order to provide its SERVICES, NTS may request and/or require the UNIVERSITY to provide "student records" as defined by the Family Educational Rights to Privacy Act, 20 U.S.C. 1232g; and 34 C.F.R. Part 99 et seq.) ("FERPA"). In such

cases, it shall be the responsibility of the UNIVERSITY to obtain any and all authorizations that may be required from a parent or guardian in order to (i) provide the requested student records to NTS; (ii) to enable the UNIVERSITY to create and maintain the portal or remote access point by which ELIGIBLE MEMBERS may access covered services; (iii) permit NTS to share any records created and/or maintained by its providers with the UNIVERSITY; and (iv) to otherwise enable NTS to provide COVERED SERVICES to ELIGIBLE MEMBERS in accordance with this AGREEMENT. If the UNIVERSITY provides any such records or information to NTS, NTS shall assume that the UNIVERSITY provided such information pursuant to a parental/guardian authorization or pursuant to a specific exemption to FERPA's disclosure requirements.

NTS agrees that if it creates any documents that would be covered by FERPA and/or if it receives any such student records from the UNIVERSITY, it shall maintain and/or release such records in accordance with the requirements of FERPA and/or any applicable state law concerning the maintenance and disclosure of student records.

8. Termination

This AGREEMENT shall continue until the end of the TERM, except it may be terminated prior to the expiration of the TERM as follows:

i. By the UNIVERSITY and/or by NTS if the allocated funding is not received as set forth in attached Appendix A. If such occurs during any part of the duration of this AGREEMENT, either PARTY shall provide written notice of the same and the PARTIES shall be released from their obligations under this AGREEMENT and the AGREEMENT shall become null and void. NTS may then cease providing all SERVICES immediately.

ii. By NTS if the UNIVERSITY fails to pay the COST of the COVERED SERVICES after receipt of the allocated funding from the Funding Source(s) in accordance with this AGREEMENT. Prior to termination, NTS shall give the UNIVERSITY ten (10) calendar days to cure such failure of payment. It is understood that NTS shall provide no COVERED SERVICES or NON-COVERED SERVICES UNTIL SUCH PAYMENT IS MADE.

iii. By NTS if the UNIVERSITY fails to pay for NON-COVERED SERVICES in accordance with this AGREEMENT. Prior to termination, NTS shall provide the UNIVERSITY with ten (10) calendar days of written notice to cure its failure to pay NTS's invoices and to pay the amount the UNIVERSITY owes to NTS in full. If the UNIVERSITY fails to make such payment within the time to cure, NTS may cease providing the NON-COVERED SERVICES.

iv. BY NTS upon thirty (30) calendar days of written notice if it becomes insolvent, financially inoperable in any way, or if it otherwise becomes unable to provide the SERVICES and/or NON-COVERED SERVICES set forth in this AGREEMENT.

V. Termination for Convenience

Client may terminate this Agreement for convenience upon providing Company not less than ninety (90) days' prior written notice.

In the event Client terminates this Agreement for convenience prior to the expiration of the Initial Term, Client shall pay:

- (i) all fees for services rendered through the effective date of termination.
- (ii) any unpaid invoices; and
- (iii) liquidated damages as set forth below.

The parties acknowledge and agree that if Client terminates this Agreement prior to the expiration of the Initial Term, the Company will incur losses and damages that are uncertain and difficult to accurately determine at the time of contracting, including but not limited to lost revenue, unrecovered onboarding and administrative costs, and resource allocation commitments. Accordingly, the parties agree that, as a reasonable

estimate of such anticipated damages and not as a penalty, Client shall pay Company liquidated damages in an amount equal to the greater of:

- (a) three (3) months of the average monthly fees paid or payable under this Agreement during the preceding six (6) months; or
- (b) the remaining minimum fees due for the balance of the Initial Term.

The parties agree that this liquidated damages amount represents a reasonable pre-estimate of the damages Company would incur as a result of such early termination and is not intended as a penalty. Termination shall not relieve Client of any payment obligations accrued prior to the effective date of termination.

Termination shall not relieve Client of any payment obligations accrued prior to the effective date of termination.

9. Governing Law

This AGREEMENT and its terms shall be governed by the laws of the State of Ohio.

10. Entire Agreement

This AGREEMENT, including the agreements and procedures contained in Appendices A and B, constitute the entire agreement between NTS and the UNIVERSITY. Any prior agreements or contracts between the PARTIES, whether such agreements were express, written, oral, implied or otherwise, are deemed to be null and void and superseded by this AGREEMENT. Any amendments to this AGREEMENT or modification of the PARTIES' obligations under this AGREEMENT shall not be binding or enforceable unless reduced to a writing that has been signed by both PARTIES.

11. Severability

If any one or more paragraphs are deemed to be illegal, invalid or otherwise unenforceable by a court or tribunal of competent jurisdiction, it is the PARTIES' intent that the remaining paragraphs and portions of this AGREEMENT shall be deemed to remain in full force and shall continue to be binding upon them. However, should any court or tribunal determine that the provisions of Paragraphs 3 and/or 4 are invalid or unenforceable, then this AGREEMENT shall be deemed null and void, as these Paragraphs define the essence of the PARTIES' obligations. Moreover, if this AGREEMENT or any material paragraph thereof is superseded by any act of law or binding rule of any kind, the AGREEMENT shall be rendered null and void.

12. Independent Contractor

It is the full and complete intent of the PARTIES that NTS is an independent contractor for the UNIVERSITY in its performance of all services covered by this AGREEMENT. Nothing in this AGREEMENT is intended to create an employee-employer relationship between the UNIVERSITY, NTS and/or any NTS employee or contractor.

13. Headings

The "Headings" or "Captions" above each paragraph in this AGREEMENT are included solely for organizational and reference purposes. They shall in no way limit, define or otherwise modify the substantive provisions of this AGREEMENT that define the PARTIES' obligations, and the consideration set forth herein.

14. Waiver

The failure of any PARTY to enforce the terms of this AGREEMENT at any time shall not constitute a waiver of any such provision or prevent that PARTY from thereafter enforcing such provision or any other provision in this AGREEMENT.

15. Disputes Between the PARTIES

All disputes between the PARTIES regarding each other's performance of their obligations under this AGREEMENT and/or any alleged breach of this AGREEMENT shall be resolved through the commercial dispute resolution procedures of the American Arbitration Association ("AAA"). The PARTY seeking to establish a breach of this AGREEMENT by the other shall be responsible for complying with all filing procedures, costs and fees associated with such action.

In the event the dispute involves failure by the UNIVERSITY to pay for any COVERED SERVICES, NTS may obtain all costs and fees, including but not limited to Attorneys' fees, if NTS is a prevailing party in the action.

16. Disclosure of AGREEMENT

The public disclosure of this AGREEMENT shall be governed by the applicable freedom of information laws of the State of Ohio.

17. Notices

If either PARTY is required to provide written notice to the other under the terms of the AGREEMENT, they shall by sending such correspondence in writing, via certified mail and/or by previously established electronic contract information (not including text messages or social media), to the following:

NOTICE TO NTS: Virtual Telehealth Solutions, LLC

dba National Telehealth Solutions
655 Metro Place South, Suite 600,
Dublin, Ohio 43017

NOTICE TO THE UNIVERSITY: Central State University

1400 Brush Row Road Wilberforce, OH 45384

18. Assignability

The UNIVERSITY agrees that NTS may assign its obligations under this AGREEMENT to any successor, purchasing, or other entity with appropriate corporate ownership upon sale, merger, takeover or other transaction.

19. Administrative Cost Cap Clause

Notwithstanding any other provisions of this Agreement, The UNIVERSITY agrees that total administrative and indirect costs, including but not limited to overhead, facilities and administrative (F&A) expenses, or any other internal service charges, shall not exceed fifteen percent (15%) of the total direct costs of the grant funds provided under this Agreement.

Any administrative or indirect costs in excess of this cap shall not be reimbursable and may not be charged to the grant. The UNIVERSITY shall ensure that this cap is applied consistently across all internal departments and subrecipients engaged in performance of work

under this grant.

20. Binding Authority

The individuals who have signed this AGREEMENT on behalf of their respective PARTY hereby represent and confirm that they have the authority to execute this AGREEMENT and to bind the PARTY to the terms and obligations set forth herein. They further represent that they understand that both signatories and their respective PARTY are relying on such representation(s) to enter into and execute this AGREEMENT.

VIRTUAL TELEHEALTH SOLUTIONS, LLC
dba NATIONAL TELEHEALTH SOLUTIONS
CENTRAL STATE UNIVERSITY

By: _____ By: _____
Its: _____ Its: _____

APPENDIX A

Section 1

Student 365 Mental Health Program

Maximum Census Count of Student Population Per Year - 2960

1. COVERED SERVICES

The Student 365 Health Program shall provide telephonic/virtual mental health programs for covered students. The program shall consist of three categories: (1) Digital Mental Health Structured courses for before and between therapy sessions, (2) Unlimited On-Demand Counseling twenty-four hours a day, and (3) Virtual Mental Health Therapy with limited sessions which includes comprehensive behavioral health care for students from therapy and counseling to psychiatry and medication management. Provider shall give members virtual access to connect with a therapist or licensed counselor through secure and private online video and phone sessions on demand.

Program Details:

- Unlimited 24/7 Telephonic Mental Health Counseling
- In-Person Counseling
- Telebehavioral (Video) Counseling
- Behavioral & Mental Health Therapy
- Psychiatry and Medication Management
- Sub-Clinical Coaching
- Life Management Services
- Text Therapy
- Digital Cognitive Behavioral Therapy

On Site Crisis Response Services, On Site Topical or Benefit Trainings or Programs available at predetermined rates if selected. These costs are paid directly by the University from budgetary funds at the time of occurrence.

Expanded Covered Services for Central State University

1. Delivery of Resilient™ to Students, Staff, and Households via the fully developed Central State University App

Resilient™ is an innovative digital mental wellness platform designed to support the specific needs of HBCU communities providing:

- 24/7 Culturally Competent Telewellness Access via Student 365 Mental Health Program integrated into the Central State App
- Anonymized, Accessible Tools and Resources through Self-guided wellness content, evidence-based interventions, and anonymous support to ensure safe and stigma-free access to care. Screen To Action integration with full campus membership to The Higher Education Center of Alcohol and Drug Misuse Prevention and Recovery (HECAOD). CSU can collaborate with over sixty Universities to share research and best-practices to help support the development of tools and resources to assist campus professionals in their prevention and recovery support work.
- Full Membership to The Higher Education Center for Alcohol and Drug Misuse Prevention and Recovery (HECAOD). CSU will be a member along with over 60 Universities of this premier alcohol and drug misuse prevention and recovery collaborative including screening for Depression, Anxiety, and Gambling.
- o Unlimited access to all Screenings

- o Recovery Ally Training Materials
- o Past and Current Learning Collaboratives
- o National Meeting Discount
- o Webinars
- o Weekly UReport
 - Preventive Screening Tools include integrated SBIRT and ScreenToAction screenings for early identification of at-risk students. Includes expanded tools for depression, anxiety, and gambling concerns.
 - Comprehensive Analytics & Insights provide Administrators detailed reporting on wellness trends across student subgroups (e.g., athletes, Greek life, first-year students), enabling proactive intervention strategies.

- Support of CSU's mission to foster a successful academic environment through Culturally Competent Care with clinicians trained in trauma, systemic stressors, and the lived experiences of HBCU students.
- Evidence-based Cognitive Behavioral Therapy-based (CBT) programs designed to help students and staff deal with anxiety, stress and depression.

- Data-Driven Strategies use institutional insights to guide wellness policies, student services, and enrollment retention strategies.

- CSU Freshman to receive coordination with the CSU Freshman Success Program to provide additional coping skills to succeed in college.

APPENDIX A

Section 2

Staff and Household 365 Mental Health Program

Maximum Census Count of Staff Population Per Year - 215

1. COVERED SERVICES

The Staff 365 Health Program shall provide telephonic/virtual mental health programs for covered staff and all households. The program shall consist of three categories: (1) Digital Mental Health Structured courses for before and between therapy sessions, (2) Unlimited On Demand Counseling twenty-four hours a day, and (3) Virtual Mental Health Therapy with limited sessions which includes comprehensive behavioral health care for staff and all households from therapy and counseling. Provider shall give members virtual access to connect with a therapist or licensed counselor through secure and private online video and phone sessions on demand.

Program Details

- Unlimited 24/7 Telephonic Mental Health Counseling
- Telebehavioral (Video) Counseling
- Behavioral & Mental Health Therapy
- Life Management Services
- Text Therapy
- Digital Behavioral Therapy

Psychiatry and Medication Management available to Eligible Household Members at discounted rates per occurrence paid directly by Eligible Household Member.

APPENDIX A

Section 3

ACTIVE/77743.1/SSEDOR/20281468v1

Behavioral Health Services Exclusions

The programs do not currently support individuals with the following conditions:

- Schizophrenia
- Moderate-to-severe intellectual disability
- Reactive Attachment Disorder
- Individuals on probation
- Active child protection cases
- Court or custody evaluations

The programs will accept individuals back after crisis stabilization for:

- Severe active eating disorders
- Active psychosis (e.g., severe hallucinations, paranoia, grave disability) ·
- Active suicidal ideation with plan and intent
- Active severe self-harm
- Active severe aggression
- Individuals in need of detox

APPENDIX B

SUMMARY OF PROCESS FOR IDENTIFYING POSSIBLE FUNDING SOURCES – THE ALLOCATION REQUEST PROCESS – AND PAYMENT FOR NTS SERVICES

Except for certain additional services that may be requested by the school UNIVERSITY (“UNIVERSITY”) and agreed to be provided by NTS, the covered services provided by NTS as part of the Student 365 Telehealth Services Program (the PROGRAM”) are intended to be fully funded by contributions received from various public and private sector entities. These funds are not grants or budgetary funds and once disbursed, they are not subject to claw-back, provided the disbursements meet the qualifying and approved needs detailed in the allocation requests and documents provided in support of those requests.

NTS has decades of experience in navigating the rules and processes associated with obtaining federal funding and has established processes that guarantee that every requirement is met and properly documented. NTS shall assist school UNIVERSITYs to comply with all fiduciary reporting requirements on an ongoing basis to ensure the receipt of continued funding from all entities for each school UNIVERSITY.

The information below provides a step-by-step summary, from start to finish, of how NTS will help locate possible funding sources, the application process for allocated funds and the method by which NTS shall be paid by the school UNIVERSITY (“UNIVERSITY”).

1. Step 1 - Execution of SFR

The school UNIVERSITY must execute the Search Funding Request (“SFR”) and the “Student 365 Health – Funding Questionnaire.” These documents grant NTS permission to seek possible funding sources and provide NTS with the information that is necessary to determine the appropriate amount of funding for the UNIVERSITY. Further, the execution of the documents is critical because prospective funding sources may be unwilling to commit funds without the UNIVERSITY’s written expression of interest to participate in the PROGRAM.

2. Step 2 – Preliminary Notification Letter from NTS and Draft Contract

If NTS has submitted the SFR to the appropriate government agency (“AGENCY”) for the school UNIVERSITY and has preliminarily identified a funding source(s), it will issue a preliminary notification letter to the UNIVERSITY. However, this is a preliminary notification and does not confirm or guarantee receipt of the final funding.

Along with the preliminary notification letter to the UNIVERSITY, NTS will also send a draft contract (“Draft Contract”) for review by the UNIVERSITY (and/or review by the school UNIVERSITY’s legal counsel). Among other things, the Draft Contract will summarize the covered services to be provided under the PROGRAM, the terms of the funding allocation process and other terms that confirm the agreement for NTS to provide the PROGRAM.

The Draft Contract serves as another pivotal point in the process because it helps NTS to verify funding availability with the AGENCY, calculate allocations and identify the funding sources. NTS and the UNIVERSITY shall have no obligations under this Draft Contract and/or shall be released from any of their respective obligations if the funds are not available. [This shall be clearly stated in the Draft Contract.]

3. Step 3 - Execution of the Final Contract (Subject to Receipt of Allocated Funding)

After NTS and the UNIVERSITY have agreed upon the terms of the final written contract, the final contract ("Final Contract") will be signed. The obligations of NTS and the UNIVERSITY are, as shall be stated in the Final Contract, subject to the receipt of the necessary funds from the sources that are necessary to pay for the PROGRAM.

4. Step 4 - Submission of Allocation Requests - Consulting from NTS in the Process

After the Final Contract has been signed by the UNIVERSITY and NTS, it shall be sent to the appropriate governmental agency ("AGENCY"). It is expected that the AGENCY will then provide NTS and the UNIVERSITY with the identity of the potential funding sources, if so approved. At this time, the UNIVERSITY must complete the necessary paperwork and submit this paperwork to the AGENCY for review. The UNIVERSITY may: (i) complete the documents and information required to request the funding allocations itself (i.e. go through the funding request process on its own); or (ii) request assistance from NTS at no cost to the UNIVERSITY. NTS will be available to help the UNIVERSITY navigate the paperwork and procedures required for completing the application process. It will also schedule an initial consultation to guide the school UNIVERSITY through the process.

Once all the documents are reviewed and confirmed ready for submission, the UNIVERSITY is responsible for submitting these documents to the AGENCY. Although NTS cannot submit these allocations requests, it can assist the UNIVERSITY to ensure that the required application documents are complete.

5. Step 5 – Response from Funding Source

Once the funding allocation request is submitted, the AGENCY will assess the availability of funds from the potential funding sources and issue a final determination as to whether the UNIVERSITY is eligible to receive such funding. In the event of a negative funding response (i.e. PROGRAM ineligibility, lack of funds, etc...), the UNIVERSITY and NTS will be released from their obligations under the Final Contract.

6. Step 6 – Positive Funding Response

If the AGENCY positively confirms the availability of funds from the funding source(s), the AGENCY will provide written confirmation to the UNIVERSITY. The UNIVERSITY will coordinate with the AGENCY and, among other things, take the necessary steps to request the release of the funds with the help of NTS. All funds shall be sent by the AGENCY directly to the UNIVERSITY. Additional paperwork and documentation may be required from the UNIVERSITY at this time. NTS shall assist the UNIVERSITY in assembling the required paperwork if necessary and/or requested.

7. Step 7 – Payment to NTS

The UNIVERSITY shall remit the full contract payment to NTS within 72 hours of having received the allocated funds from the AGENCY. The entire payment for the cost of the PROGRAM shall be made to NTS at this time through the required process(es). NTS shall confirm receipt of such payment and cooperate with any audits that may be conducted by any governmental department or agency regarding the use of the funds. NTS will then meet and confer with the UNIVERSITY to discuss the process for implementing the services that NTS shall provide.

NOTE: The information provided in this document is a general summary of the funding process and it is not intended to set forth the entire process and procedures that must be followed to obtain funding for the PROGRAM. Further information can be provided upon request by the UNIVERSITY to NTS or the appropriate agency. ACTIVE/86366.1/SSADOR/20280156v1



EAB Global, Inc.
2445 M Street NW
Washington, DC 20037

Program Order Form

Organization: Central State University
Attn: Dr Amy Hobbs Harris
1400 Brush Row Rd
Wilberforce, OH 45384

Date: 1/5/2026

Program and Program Fees:

Organization will have access to the Program services set forth below (the “Services”), which are as described in greater detail in each applicable Program Scope available here:

Navigate - <https://scopes.eab.com/navigate>

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: July 1, 2026 - June 30, 2027		Quantity		Fees	
Navigate360	1,897 Undergraduate	1,897 Total Students	USD	99,395.00	
Student Success Collaborative (SSC) - Strategic Care					
Administrative & Travel Fee			USD	7,500.00	
Historic and Predictive Analytics					
Student Engagement Hub					
Total			USD	106,895.00	

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a “Year”).

This Program Order Form is made pursuant to the Master Agreement dated as of 12/26/2019, which along with the applicable Program Scope which are incorporated herein by reference, form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the “Agreement”).

Invoicing:

Services will commence on the initial date of the first Program Term (the “Start Date”). Organization will be invoiced in advance of Services and payment is due within 30 days of the invoice date. Any One-Time Fees will be invoiced at 100% with the Program Fees on the initial invoice of each Year of this Agreement as outlined below.

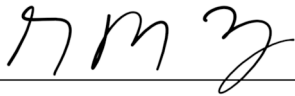
All Program Fees for the first Year will be billed and due within 30 days of the signature of this Agreement or Start Date, whichever is later. In subsequent years, all Program Fees will be billed and due on or before the start of each Year.

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to William Sogegian wsogegian@eab.com to initiate your participation in the Program(s) **no later than 3/31/2026** (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

Signature:



Name: Gregory Quantz
Title: Managing Director
Date: 1/5/2026

Central State University:

Signature:

Name: _____
Title: _____
Date: _____

OPTIONAL FOR BILLING PURPOSES ONLY

Invoices should be sent to this Email Address: _____

Billing Contact Name: _____

Billing Contact Email Address: _____

Billing Contact Phone: _____

Purchase Order No. (if applicable): _____