

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD MARCH 26, 2018

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
 Barb Lewis, Vice President
 Jeff Benton, Commissioner

Absent:
 Gary Merrell, President

1
 RESOLUTION NO. 18-310

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 22, 2018:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 22, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 18-311

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0323 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0323:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0323, memo transfers in batch numbers MTAPR0323 and Purchase Orders as listed below:

<u>Vendor</u>		<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Account	Amount
R1802474	PROSECUTORS	2018 CSEA CONTRACT	10011102 - 5360	\$21,318.90
R1802475	SHERIFFS OFFICE	2018 CSEA CONTRACT	10011102 - 5360	\$33,002.91
R1802478	PROSECUTORS	IV-D CONTRACT	23711630 - 5301	\$41,383.75
R1802479	SHERIFFS OFFICE	IV- D CONTRACT	23711630 - 5301	\$64,064.46
R1802812	GERMAIN FORD OF COLUMBUS LLC	REPAIR 21-12	60111901 - 5370	\$ 5,829.97

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

5
 RESOLUTION NO. 18-312

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

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The Child Support Enforcement Agency is requesting that Sue Sours, Stacey Brown Christina DeLong attend a Financial History and Allocations training on May 15, 2018 at no cost.

The Commissioners office is requesting an amendment to the previously approved request for Commissioner Gary Merrell to attend the 2018 NACo Annual Conference in Nashville, TN at the amended cost of \$1662.80 (\$1615.00 previous) (fund number 10011101).

The Child Support Enforcement Agency is requesting that Joyce Bowens, Maren Aikey, Wendy Shannon, Sherry Fluery and Lisa Cain attend an OCDA Spring Symposium in Columbus, Ohio on April 16, 2018. The Child Support Enforcement Agency is requesting that Joyce Bowens, Maren Aikey, Lisa Thompson and Christina DeLong attend an OCDA Spring Symposium in Columbus, Ohio on April 17, 2018. The cost for these two days is \$525.00 (fund number 23711630).

The Regional Sewer District is requesting that John Feightner attend an Operator Training Committee of Ohio Pretreatment & Wastewater Lab Workshop in Columbus, Ohio on May 15, 2018 at a total cost of \$180.00 from fund 66211901.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

**6
RESOLUTION NO. 18-313**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF FEBRUARY 2018:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for February 2018;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of February 2018.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

**7
RESOLUTION NO. 18-314**

IN THE MATTER OF DECLARING THE BOARD’S OPINION REGARDING THE VACATION OF A NEVER IMPROVED UNNAMED ALLEY, LOCATED EAST OF C.R. 605, NEAR HARTFORD ROAD AND C.R. 605 IN TRENTON TOWNSHIP, AND SETTING DATE, TIME, AND PLACE FOR THE VIEW AND FINAL HEARING THEREON:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 5553.042 of the Revised Code, a township shall lose all rights in and to any public road, highway, street, or alley which has been abandoned and not used for a period of twenty-one years, after formal proceedings for vacation as provided in sections 5553.04 to 5553.11 of the Revised Code have been taken; and

WHEREAS, on March 16, 2018, a petition for vacation of a never improved unnamed alley east of C.R. 605 near Hartford Road in Trenton Township (the “Alley”) was filed with the Delaware County Board of Commissioners (the “Board”) by Jason Warner, an abutting landowner; and

WHEREAS, pursuant to section 5553.042 of the Revised Code, if the Board finds that the Alley has been abandoned and not used for a period of twenty-one years as alleged in the petition, the Board, by resolution, may order the Alley vacated, and the Alley shall pass, in fee, to the abutting landowners, as provided by law; and

WHEREAS, pursuant to section 5553.04 of the Revised Code, when the Board is of the opinion that it will be for the public convenience or welfare to vacate a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be vacated; and

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WHEREAS, pursuant to section 5553.05 of the Revised Code, in the resolution required by section 5553.04 of the Revised Code, the Board shall fix a date when it will view the proposed vacation, and also a date for a final hearing thereon;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby declares its opinion that it will be for the public convenience or welfare to vacate the Alley, which is more specifically described in the petition.

Section 2. The Board shall view the proposed vacation on **Thursday April 26, 2018, at 11:00A.M.**, in the vicinity of Hartford Road and County Road 605 Trenton Township, Delaware County, Ohio.

The Board shall conduct a final hearing on the proposed vacation on **Monday April 30, 2018, at 10:00A.M.**, at the Commissioners' Hearing Room located at 101 North Sandusky Street, Delaware, Ohio 43015.

Section 3. The Clerk of the Board is hereby directed to give notice of the view and final hearing by publication in the Delaware Gazette once a week for two consecutive weeks. The Clerk is also directed to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be vacated, and to the director of natural resources. Such notice shall be mailed to the addresses of such owners appearing on the county auditor's current tax list or the treasurer's mailing list.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

8
RESOLUTION NO. 18-315

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SPEAKWRITE, LLC. FOR VERBAL TRANSCRIPTION SERVICES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Director of Jobs & Family Services recommends approval of the following amendment to the contract with SpeakWrite LLC.;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following amendment to the contract with SpeakWrite LLC. for Verbal Transcription Services:

**First Amendment
To
Contract for the Purchase of
Verbal Transcription Services
Between
Delaware County Board of County Commissioners
and
Speakwrite, LLC**

This First Amendment of the Contract For The Provision of Verbal Transcription Services is entered into this 26th day of March, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and Speakwrite, LLC (hereinafter "Provider") whose address is 6011 West Courtyard Drive, Suite 450, Austin, Texas, 78730 (hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for Verbal Transcription Services on May 1, 2017.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The contract service period shall be extended through April 30, 2019.
 - B. The maximum amount payable pursuant to this contract shall be increased to \$51,000.
2. Signatures

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Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

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RESOLUTION NO. 18-316

SETTING DATE AND TIME FOR REQUEST FOR PROPOSALS FOR COMPREHENSIVE CASE MANAGEMENT EMPLOYMENT PROGRAM (CCMEP) FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH SERVICES DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
Comprehensive Case Management Employment Program (CCMEP) for Workforce Innovation and Opportunity Act (WIOA) Youth Services.**

Delaware, Marion, and Morrow Counties (DMM) wish to receive sealed proposals from qualified providers of comprehensive academic, training, and employment services designed to prepare targeted at risk youth for a successful career.

The complete WIOA Request for Proposals (RFP) packet and related information is posted on the internet and may be viewed on the DMM OhioMeansJobs web site: www.opportunityjobnetwork.com

Any proposals submitted to DMM are to be prepared at the submitter's expense. DMM reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and the respective DMM County. DMM shall not have any liability whatsoever to any submitter whose proposal is not accepted.

Questions regarding the RFP can be submitted to Tom Marks, Marion County JFS Contract Manager by email at tom.marks@jfs.ohio.gov.

Proposals will be received at:

Marion County Board of Commissioners
Attention Teri S.
222 West Center Street
Marion, Ohio 43302.

All proposals must be received at the above address no later than 9:00 am, local time, April 29, 2018. NO EXCEPTIONS. The outside of the sealed package should include the title of this WIOA Youth Services RFP. Contract start date will be July 1, 2018.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 18-317

IN THE MATTER OF APPROVING TITLE IV-D CONTRACT BETWEEN THE CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY DOMESTIC COURT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title

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IV-D contract:

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Delaware County Domestic Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from 01/01/2018 through 12/31/2018, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A hour of the Magistrates time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$87.10 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$113,235.13
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
 - 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$38,499.94	Local Sources
FFP Reimbursement	\$74,735.19	
Total IV-D Contract Cost	\$113,235.13	

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- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 a.m and 4:30 p.m on the following days Monday - Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of

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services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the

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performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

**11
RESOLUTION NO. 18-318**

IN THE MATTER OF A TRANSFER OF APPROPRIATION FOR JUVENILE COURT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Transfer of Appropriation			
10026201-5260		10026201-5450	7,900.00
Juvenile Court/Inventoried Equipment		Juvenile Court/Capital Equipment	

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

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RESOLUTION NO. 18-319**

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE/PROBATE COURT, AND EMMA JACOBS FOR PROVIDING ASSESSMENTS AND CONSULTATION FOR THE JUVENILE SEXUAL EDUCATION PROGRAM:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommend approving the contract:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board Of Commissioners; The Delaware County Juvenile/Probate Court, and Emma Jacobs for providing assessments and consultations for the Juvenile Sexual Education Program:

2018 CONTRACT FOR SERVICES OF EMMA JACOBS TO PROVIDE ASSESSMENTS AND CONSULTATION FOR THE JUVENILE SEXUAL EDUCATION PROGRAM

This Contract for Services of Emma Jacobs to Provide Assessments and Consultation for the Juvenile Sexual Education Program (“Contract”) is entered into this March 26, 2018 by and between the Delaware County, Ohio Juvenile Court (“Court”), whose principal place of business is 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 and Emma Jacobs, whose principal place of business is (“Jacobs”) (individually “Party” and collectively “Parties”).

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which Jacobs shall provide assessments and consultation for the Juvenile Sexual Education Program, which serves children placed on probation who are under the custody and supervision of the juvenile court.

TERM:

The term of this Contract shall be from and inclusive of date the last Party signs this Contract through December 31, 2018.

RENEWAL:

Upon written signed agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended by the Parties.

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SCOPE OF SERVICES / STATEMENT OF WORK TO BE PERFORMED:

Jacobs shall provide the following services for children placed on probation who are under the custody and supervision of the juvenile court (collectively “Services”):

Assessment Services

- Administer assessments of such juveniles for placement in the Juvenile Sexual Education Program (“Program”).
- Provide the Court written reports of such assessments.

Consultation Services

- Provide recommendations, case, and programming consultation for the Program and the placement of such juveniles in the Program;
- Develop Program materials and grow the Program; and,
- Finalize and obtain certification of the Program from the Ohio Department of Youth Services (ODYS).

Testimony

- If required by the Court, prepare, appear and provide testimony in court.

All Services shall be performed and provided on-site at the Court, except Consultation Services and supervision may take place off-site or by telephone and report writing for Assessment Services may take place off-site. The Court shall provide adequate work space and all office supplies and standard office equipment necessary for Jacobs to provide the Services.

Jacobs shall not use or operate any Delaware County, Ohio owned or leased vehicle as a part of, in connection with, or as related to providing the Services.

NO EXCLUSIVITY:

Jacobs shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform/provide the same or similar Services.

PAYMENT FOR SERVICES:

In exchange for Jacobs providing the Services, the Court agrees to compensate Jacobs at the following rates:

Service	Rate Per Hour
Assessment Services as defined in this Contract	\$45.00
Consultation Services as defined in this Contract	\$30.00
Testimony as defined in this Contract	\$45.00

Time shall be invoiced in quarter hour (15 minute) increments.

Travel shall not be charged. Mileage and other travel related expenses shall not be reimbursed.

If Services are cancelled, continued, postponed, or rescheduled the Court shall attempt to provide timely notice to Jacobs of such cancellation, continuation, postponement, or rescheduling. Such notice shall be given by any convenient means agreed upon by the Parties. Such means of notice may change from time to time as determined by the Parties. Jacobs shall not charge any fee for any cancellation, continuation, postponement, or rescheduling.

INVOICE:

After the Services have been rendered and to receive compensation, Jacobs shall provide the Court with a proper detailed invoice. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties and shall include, but is not limited to including, the following:

- Jacobs's full name, address, telephone number, and email address;
- Jacobs's federal employer identification number, if applicable;
- Court's full name and address;
- If applicable, purchase order number authorizing the purchase of Services;
- Billing period;
- Detail, including, but not limited to, name and/or number of case/matter to which the Services relate, dates of when Services were rendered, rates, quantities/hours spent providing the Services, description of Services provided, and cost of individual Services provided;
- Total cost of Services provided;

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Jacobs shall submit invoices to the Court as follows:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Prior to submitting any invoice, Jacobs shall submit to the Court a completed Federal W-9 Form. A Federal W-9 Form is attached hereto as Exhibit A.

Upon the submission of a proper invoice, payment shall be made to Jacobs within thirty (30) days of receipt of the invoice by the Court.

Defective invoices shall be returned to Jacobs noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice by the Court.

CONTRACT MAXIMUM:

The maximum amount payable pursuant to this Contract is Three Thousand Dollars and Zero Cents (\$3,000.00). It is understood by the Parties that the actual amount paid may be less, based upon actual Services provided.

TAXES:

The Court, the Board of County Commissioners of Delaware County, Ohio ("Commissioners"), Delaware County, Ohio, and all boards, departments, offices, and agencies thereof are exempt from all federal, state, and local taxes. As such, the Court shall not be invoiced for and shall not pay any taxes. A tax exempt certificate will be provided upon request.

COMPETITIVE BIDDING NOT REQUIRED:

Consistent with R.C. §307.86, this Contract is under the competitive bidding threshold. It is not required to be competitively bid. The Court does not desire to competitively bid this Contract.

INDEPENDENT CONTRACTOR:

Jacobs agrees that she shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

Jacobs assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Contract.

Jacobs and/or her officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Court, the Commissioners, or Delaware County, Ohio.

**INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS:**

The Court, Commissioners, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified Jacobs as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Jacobs and/or any of her officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. Jacobs acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed her of such classification and that no contributions will be made to OPERS. If Jacobs is an individual or has less than five (5) employees, Jacobs, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of her employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached hereto as Exhibit B. The Court shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Jacobs has five (5) or more employees, Jacobs, by her signature below, hereby certifies such fact in lieu of completing the OPERS Form:

Emma Jacobs

INDEMNITY:

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Jacobs shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, Jacobs agrees to and shall indemnify and hold free and harmless the Court, the Commissioners, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Jacobs's or any subcontractor's performance of this Contract or the actions, inactions, or omissions of Jacobs or any subcontractor, including the actions, inactions, or omissions of Jacobs' or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, and/or representatives ("Contracted Parties"). Jacobs agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Jacobs shall, at her own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Jacobs further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Jacobs shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.
- B. Jacobs shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

INSURANCE:

Jacobs shall carry and maintain current throughout the term of the Contract, without lapse, such bodily injury and property damage liability insurance as will protect the Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall also provide coverage in an amount that is both standard in the industry and adequate to protect Jacobs and the Indemnified Parties against any and all liability or damages arising from the Services provided under the Contract.

The Court, Commissioners, and Delaware County, Ohio shall be listed as additional insured in all such policies of insurance.

At any time throughout the term of the Contract, the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

Jacobs shall be responsible for any and all premiums for all required policy(ies) of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

In addition to the rights and protections provided by the insurance policies as required above, the Court, the Commissioners, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

PROFESSIONAL INSURANCE:

Throughout the term of the Contract, Jacobs shall, if applicable based on Jacobs' profession and the Services provided, provide and maintain current, without lapse, professional liability insurance for herself and her employees providing Services under this Contract. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect the Parties against any and all liability or damages arising from the professional Services provided under the Contract.

The Court, Commissioners, and Delaware County, Ohio shall be listed as additional insured in all such policies of insurance.

Jacobs shall be responsible for any and all premiums for such policy(ies) of insurance.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

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At any time throughout the term of the Contract, the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policies as required above, the Court, the Commissioners, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

WORKER'S COMPENSATION INSURANCE:

Jacobs acknowledges that she is responsible to secure, carry, and maintain and, if required by law, shall secure, carry, and maintain Worker's Compensation Insurance as well as any other insurance required by law, for herself and any employees she may have. Jacobs shall be responsible for any and all premiums for such policy(ies) of insurance. At any time throughout the term of the Contract the Court may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

LICENSES:

Jacobs certifies and warrants that she and/or her employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services required pursuant to this Contract and to conduct business in the State of Ohio. Jacobs further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

At any time throughout the term of the Contract, the Court may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

CONFIDENTIALITY:

Jacobs agrees that she shall maintain confidentiality of all protected health information in accordance with all applicable confidentiality laws and patient confidentiality laws, including, but not limited to the Health Insurance Portability and Accountability Act (HIPPA) of 1996, and shall not use or disclose any information concerning patients/clients referred to Jacobs by the Court, including protected health information, for any purpose unless necessary to the performance of this Contract or as may otherwise be required by law or court order.

CRIMINAL BACKGROUND CHECK:

Prior to providing Services under this Contract, Jacobs and all of Jacobs' employees having direct contact with the patients/clients referred to Jacobs by the Court, shall submit to criminal background checks. Criminal background checks shall be performed by the Delaware County Sheriff and provided to the Court at no cost to the Court. Jacobs shall be responsible for all costs associated with the required criminal background check(s).

The Court reserves the right to terminate this Contract or refuse to allow Jacobs or any of Jacobs' employees to provide Services where the criminal background check(s) is/are unsatisfactory to the Court. The Court shall be the sole determiner of whether a criminal background check is satisfactory.

ACCESS TO RECORDS:

At any time, and with reasonable notice, Jacobs shall make available to the Court or its authorized representatives, at no cost and within a reasonable period of time, any and/or all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to matters covered by this Agreement ("Records"). The Court and its authorized representatives shall be permitted by Jacobs to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

RETENTION OF RECORDS:

Jacobs, for a minimum of three (3) years after reimbursement/compensation for Services rendered under this Contract, agrees to retain and maintain, and assure that all of her subcontractors retain and maintain all Records related to performance of this Contract. If an audit, litigation, or other action is initiated during the term of this Contract, Jacobs shall retain and maintain such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Notwithstanding the above paragraph, all Court documents shall be maintained according to the applicable retention schedule established by the Court.

Prior to the destruction of any records related to the performance of this Contract, regardless of who holds such records, Jacobs shall contact the Court in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

USE OF COURT RECORDS:

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Jacobs shall use care to maintain all Court records used or accessed in the course of providing the Services in the same condition in which she found or was provided such records. Jacobs shall not destroy, mutilate, decompile, reorder, disassemble, or deface Court records.

TERMINATION FOR CONVENIENCE/CAUSE:

This Contract may be terminated as follows:

A. Termination for the Convenience:

Either Party may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the Court, any waiver shall be approved by the Court.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that Jacobs shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

If the Contract is terminated pursuant to this Section, Jacobs shall have no cause of action against the Court, the Commissioners, or Delaware County, Ohio except for a cause of action for non-payment for Services rendered prior to the effective date of termination. In no event will the Court, the Commissioners, or Delaware County, Ohio be obligated to pay for any Services not actually performed by Jacobs.

IMMEDIATE EMERGENCY TERMINATION:

Notwithstanding any other termination provision of this Contract, if the Court finds, in its sole discretion, that any child has been subject to and/or is being subject to any harm or danger of any kind at the hands of or in connection with Jacobs or as related to the performance of the Services, the Court may immediately terminate this Contract and withhold any and/or all future payments. In the event of such termination, the Court shall provide notice to Jacobs of termination by any means deemed appropriate by the Court.

NOTICES:

All notices, consents, and/or other communications which may or are required to be given by this Contract or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States Mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

Jacobs:

Emma Jacobs

Email: _____

Facsimile: _____

Court:

Katie Stenman
Court Administrator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor

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Delaware, Ohio 43015

Facsimile: (740) 833-2599

Email: kstenman@co.delaware.oh.us

CERTIFICATION REGARDING FINDINGS FOR RECOVERY:

Jacobs hereby certifies that she is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Emma Jacobs

CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:

Jacobs hereby certifies that she is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Emma Jacobs

CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. Jacobs, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the Court/Delaware County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract as Exhibit C.

NON-DISCRIMINATION / EQUAL OPPORTUNITY:

All contracts with Delaware County, Ohio must contain and all contractors with Delaware County, Ohio must agree to enter a contract containing language similar to that contained in O.R.C. § 125.111, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for any purchase shall contain provisions similar to those required by section 153.59 of the Revised Code in the case of construction contracts by which the contractor agrees to both of the following:

1. That, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates;
2. That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

By the signature attached to Exhibit D (Non-Discrimination/Equal Opportunity Form), Jacobs certifies that she complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

CIVIL RIGHTS:

Jacobs shall not discriminate against any client, patient, or other person coming within this Contract because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. Jacobs shall comply with any and all federal and state laws prohibiting discrimination. The right to and a method of appeal shall be made available. Failure

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to comply with this section may result in the termination of this Contract.

ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

Jacobs shall make all Services provided pursuant to this Contract accessible to the disabled/handicapped. Jacobs shall comply with any and all federal and state laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. The right to and a method of appeal shall be made available. Failure to comply with this section may result in the termination of this Contract.

PROHIBITED INTEREST:

Jacobs agrees that no member or employee of the Court during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. Jacobs agrees that she will not employ in any manner a current Court member or employee for a minimum period of one (1) year from the date this Contract expires or is terminated without the prior express signed written consent of the Court.

DRUG FREE ENVIRONMENT:

Jacobs agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Jacobs shall make a good faith effort to ensure that all of her employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

COUNTY POLICIES:

Jacobs shall be bound by, conform to, comply with, and abide by all current applicable Court and Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively "County Policy") and shall require any and all of her boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Contract and/or for or on behalf of the Court, Commissioners, and/or Delaware County, Ohio to comply with Court and County Policy and shall be responsible for such compliance. The Court may, in its sole discretion, immediately terminate this Contract for failure of Jacobs or any of her employees to comply with Court and County Policy. Copies of County Policy are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. Court policies are available upon request. The Court, Commissioners, and/or Delaware County, Ohio reserve the authority to change, amend, replace, enact, repeal, and/or rescind Court and/or County Policy at any time and without notice.

SUBCONTRACTING:

Jacobs may not subcontract any portion of this Contract.

ASSIGNMENT:

This Contract and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the prior express signed written consent of the Court.

AUDITS

Jacobs agrees, if required by the Court, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. Jacobs is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the Court without cost to the Court.

Jacobs agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. Jacobs agrees to reimburse the Court the amount of any such audit exception.

GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

HEADINGS:

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

AUTHORITY:

The Court is authorized by R.C. § 2151.151 to enter this Contract.

SIGNATURES:

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Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

DRAFTING:

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

COUNTERPARTS:

This Contract may be executed in counterparts.

SEVERABILITY:

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

INCORPORATION OF DOCUMENTS

The following exhibits are attached to this Contract and by this reference incorporated into and made a part of this Contract:

- A. Federal W-9 Form
- B. OPERS Independent Contractor/Worker Acknowledgement ("OPERS Form")
- C. Certification/Affidavit in Compliance With O.R.C. Section 3517.13 ("Campaign Finance Form")
- D. Non-Discrimination/Equal Opportunity Form

To the extent that any terms and conditions of this Contract conflict with those contained in the attached documents, the terms and conditions of this Contract shall prevail.

ENTIRE CONTRACT:

This Contract, including its Attachments and Exhibits, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, and may only be amended in writing with the mutual written and signed consent of the Parties.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

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RESOLUTION NO. 18-320

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE/PROBATE COURT, AND MARYHAVEN, INC FOR PROVIDING MENTAL HEALTH COUNSELING SERVICES FOR VICTIMS OF CRIME:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Delaware County Juvenile/Probate Court Judge and Staff recommends approving the agreement:

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement between The Delaware County Board Of Commissioners; The Delaware County Juvenile/Probate Court, and Maryhaven, Inc. for providing mental health counseling services for victims of crime:

AGREEMENT TO PROVIDE MENTAL HEALTH COUNSELING SERVICES

This Agreement to Provide Mental Health Services ("Agreement") is entered into this March 26, 2018 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court, Juvenile Division ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "County") and Maryhaven, Inc. ("Maryhaven"), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207 (Individually "Party," collectively "Parties").

PREAMBLE

WHEREAS, the Court is need of mental health counseling services for victims of crime, and;

WHEREAS, the Court will use Victims of Crime Act (VOCA) grant funds to pay for such services; and,

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WHEREAS, Maryhaven employs mental health professionals who are qualified, capable, and able to provide the required services, is willing to provide such services, and will accept VOCA grant funds as payment for such services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which Maryhaven shall provide to the Court mental health counseling services for victims of crime.

2. TERM AND RENEWAL

A. Term

The term of this Agreement shall become effective on and be inclusive of the date the last party signs this Agreement and continue through September 30, 2018, being the end of the United States Government fiscal year 2018, unless otherwise terminated as provided in this Agreement.

B. Renewal

Upon written agreement of the Parties, this Agreement may be renewed for successive one (1) year periods, each ending on September 30th so as to be coterminous with the then current United States Government fiscal year, subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

3. SCOPE OF SERVICES

Maryhaven shall provide to the Court mental health counseling services for victims of crime ("Services") as follows:

- A. Maryhaven shall provide Services for victims of crime identified and referred by the Court to Maryhaven for Services.
- B. Services shall be provided at Maryhaven.
- C. Maryhaven shall provide and pay for any and all of the training, supplies, and/or program materials needed, required by, and/or used in preparation for, in, or for the performance of the Services.
- D. Services shall be performed in a professional and workman like manner.

4. FINANCIAL TERMS

A. Grant

Funding for the Services has been obtained by the Court through a VOCA grant. The Court has, shall have, and shall retain any and all responsibility for the grant, including, but not limited to, applying for, administering, maintaining, and/or reporting on, for, or related to the grant. All grant funds shall be administered by the Court.

B. Payment

In exchange for providing the Services, the County shall pay Maryhaven for the Services, in accordance with the type of Services provided, at the rates set forth in attached Appendix A. VOCA grant funds shall be used to make all such payments.

C. Contract Maximum

The maximum amount payable pursuant to this Agreement is \$10,000.00. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

D. Taxes

The County is a political subdivision and tax exempt. Maryhaven shall not charge the County any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services. The County shall, upon request, provide Maryhaven with proof of exemption.

E. Invoice

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Maryhaven shall invoice the County for Services actually rendered as Services are provided. Invoices shall be sent to the following:

Karen Wadkins
Fiscal Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

The Court may designate invoices be sent to a different individual or address upon notice to Maryhaven.

A proper invoice shall be on company letterhead and clearly display the word "Invoice" and include a sequential invoice number. Invoices shall be itemized and show a detail of all Services provided. Maryhaven shall support all invoiced costs by proper documentation, including, but not limited to, payroll, time records, invoices, contracts, vouchers, etc. . . . The County may request such documentation to substantiate invoices and Mayhaven shall promptly submit such documentation as needed to substantiate invoices.

Payments shall be made by the County to Maryhaven within thirty (30) days of receipt by the Court of proper itemized invoices and any accompanying documentation. The date of the warrant issued in payment shall be considered the date payment is made.

Payment shall not be initiated by the County before a proper invoice is received. Defective invoices shall be returned to Maryhaven noting deficiencies and areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt by the County of a corrected and proper invoice.

5. INDEPENDENT CONTRACTOR

A. Independent Contractor

Maryhaven agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

Maryhaven assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

Maryhaven and its board members, officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Court, the Board, and/or Delaware County, Ohio.

B. Independent Contractor Acknowledgement/No Contribution to OPERS

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Maryhaven as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Maryhaven and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers for Services and/or deliverables rendered and/or received under or pursuant to this Agreement. Maryhaven acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Maryhaven is an individual or has less than five (5) employees, Maryhaven, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit B and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Maryhaven has five (5) or more employees, Maryhaven, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the Form:

Shawn D. Holt
President and CEO
Maryhaven, Inc.

6. INDEMNITY AND INSURANCE

A. Indemnity

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Maryhaven shall provide indemnification as follows:

1. To the fullest extent of the law and without limitation, Maryhaven agrees to indemnify and hold free and harmless the Court, the Board, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, and representatives (collectively "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Maryhaven's or any Maryhaven subcontractor's ("Contracted Parties") performance of this Agreement or the Contracted Parties actions, inactions, or omissions including, but not limited to, the performance, actions, inactions, or omissions of the Contracted Parties' respective boards, officers, officials, employees, volunteers, agents, and/or representatives. Maryhaven agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Maryhaven shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Maryhaven further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Maryhaven shall pay, settle, compromise and/or procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.
2. Maryhaven shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties, including, but not limited to, the actions, inactions, or omissions of the Contracted Parties' respective boards, officers, officials, employees, volunteers, agents, and/or representatives.

B. Insurance

Maryhaven shall carry and maintain insurance as follows:

1. Maryhaven shall carry and maintain current throughout the term of the Agreement, without lapse, such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall also provide coverage in an amount that is both standard in the industry and adequate to protect Maryhaven and the Indemnified Parties against any and all liability or damages arising from any Services or deliverables performed or provided under or pursuant to this Agreement.
2. If applicable, Maryhaven shall carry and maintain current throughout the term of the Agreement, without lapse, auto/vehicle liability insurance covering all owned, leased, non-owned, County owned or leased, and/or hired vehicles used in providing the Services, used in connection with the Services or in providing any other services or deliverables in accordance with this Agreement, and/or otherwise used by Maryhaven or its board members, officers, officials, employees, volunteers, agents, and representatives for or on behalf of the County with coverage in an amount equal to that required by law and covering all sums which Maryhaven may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

Prior to commencement of this Agreement, Maryhaven shall present to the Court current certificates of insurance for the above required policies of insurance.

The Court, the Board, and Delaware County, Ohio shall be named as "Additional Insured" on the policies listed in paragraphs (6)(B)(1) and (6)(B)(2) above.

Maryhaven shall be responsible for any and all premiums for all required policy(ies) of insurance.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and

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any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Court before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Court within seven (7) calendar days of change.

During the life of the Agreement, the County may require Maryhaven to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Court, the Board, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

C. Worker's Compensation Insurance

Maryhaven shall carry and maintain throughout the term of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Maryhaven shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the Court and/or the Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policy(ies) as required above, the Court, the Board, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

D. Professional Insurance

Throughout the term of the Agreement, Maryhaven shall, as applicable, provide and maintain current, without lapse, professional liability insurance for itself and its employees providing Services under this Agreement. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect Maryhaven and the Indemnified Parties against any and all liability or damages arising from any and all professional services provided under the Agreement. Maryhaven shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement, the Court and/or the Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policy(ies) as required above, the Court, the Board, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

7. TERMINATION

A. Termination

This Agreement may be terminated as follows:

1. Termination for Convenience: Either Party may at any time and for any reason terminate this Agreement for convenience and without cause or liability by giving at least sixty (60) days advance notice, in writing, to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement.

2. Depletion of Funds, Failure to Obtain Grant Funds, or Failure to Appropriate Funds: The Court may terminate this Agreement at any time with at least thirty (30) days advance notice to Maryhaven upon 1) the depletion of the VOCA grant funds, 2) the failure to obtain a VOCA grant to fund this Agreement, or 3) a failure to appropriate funds for this Agreement.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement

3. Breach or Default: Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily

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remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated.

4. Waiver: The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. If any of the Parties fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party. In the case of the County, any waiver shall be approved by the Board.

Notwithstanding the above, the Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

B. Immediate Emergency Termination

Notwithstanding any other termination provision of this Agreement, if the Court finds, in its sole discretion, that any child is, has been subject to and/or is being subject to any harm or danger of any kind at the hands of or in connection with Maryhaven, its board members, officers, officials, employees, agents, volunteers and/or representatives and/or as related to the performance of the Services, the Court may immediately terminate this Agreement. In the event of such termination, the Court shall provide notice to Maryhaven of termination by any means deemed appropriate by the Court. Any child and/or children then in the care of Maryhaven shall be immediately returned to the Court.

Notwithstanding the above, the Court retains and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

8. GENERAL PROVISIONS

A. Licenses

Maryhaven certifies and warrants that it and/or its employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications, including professional licenses, (collectively "Licenses") necessary to provide all of the Services and/or any other services or deliverables provided under the Agreement and to conduct business in the state of Ohio. Maryhaven further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

At any time throughout the life of the Agreement, the Court and/or the Board may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

B. No Use of County Vehicles

Neither Maryhaven or any of its employees shall not operate any County owned vehicle as a part of providing the Services or otherwise in connection with providing or performing any of the services or deliverables performed or provided under or pursuant to this Agreement.

C. No Exclusivity

Maryhaven shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform or provide the same or similar Services.

D. Confidentiality

Maryhaven, agrees that it will maintain confidentiality of all protected health information in accordance with all applicable local, state, and/or federal patient confidentiality laws, including, but not limited to HIPAA, and shall not use or disclose any information concerning individuals referred to Maryhaven by the Court, including protected health information, for any purpose unless necessary to the performance of this Agreement or as may otherwise be required by law or court order.

E. Criminal Background Check

Prior to providing services under this Agreement, all of Maryhaven's employees having direct contact with juveniles referred to Maryhaven by the Court, shall submit to criminal background checks. Criminal background checks shall be performed by an agency competent to perform such checks. Such agency shall provide the results of such checks to the Court. The Court shall be responsible for all costs associated with the required criminal background check(s).

The Court reserves the right to terminate this Agreement or refuse to allow any of Maryhaven's employees to provide Services where the criminal background check(s) is/are unsatisfactory to the Court. The Court shall be the sole determiner of whether a criminal background check is satisfactory.

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F. Findings for Recovery

Maryhaven hereby certifies that it is not the subject of any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Shawn D. Holt
President and CEO
Maryhaven, Inc.

G. Certification Regarding Personal Property Taxes

Maryhaven hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Shawn D. Holt
President and CEO
Maryhaven, Inc.

H. Discrimination

In fulfilling the obligations and duties of this Agreement and in providing the Services, the Parties shall not discriminate against any person, client, employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Parties shall ensure that all applicants are hired and that all employees are treated during employment without regard to any of the listed factors. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Parties agree to post in conspicuous places, available to all employees and applicants for employment, notices stating that the Parties comply with all applicable federal and state non-discrimination laws. The Parties shall incorporate the foregoing requirements of this section in all contracts for any of the work prescribed herein, and shall require all subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

The right to and a method of appeal shall be made available. Failure to comply with this section may result in the termination of this Agreement.

I. Access to Disabled

The Parties shall make all Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Parties shall comply with any and all federal and state laws mandating accessibility, including, but not limited to the ADA, and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. The right to and a method of appeal shall be made available. Failure to comply with this section may result in the termination of this Agreement.

J. Campaign Finance – Compliance with ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. Maryhaven, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the County from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit C and by this reference made a part of this Agreement.

K. Access to Records

At any time, during regular business hours, with reasonable notice and as often as the Court, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by the Court or the Board may deem necessary, Maryhaven shall make available to any and/or all the above named parties or

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their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollee records, reports, documents, writings, and all other information or data, except protected health information (“PHI”) not covered by a release or court order, relating to all matters covered by this Agreement (“collectively “Records”). The Court, the Board, and the above named parties shall be permitted by Maryhaven to inspect, audit, make excerpts, copies and/or transcripts of any and all such Records.

L. Retention of Records

Maryhaven, for a minimum of three (3) years after termination of this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all Records related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the term of this Agreement, Maryhaven shall retain and maintain, and assure that all of its subcontractors retain and maintain, such Records until the action is concluded and all issues are resolved and the Court permits destruction or the three (3) years have expired, whichever is later.

M. Notices

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, and/or email, read receipt required, to the following individuals at the following addresses and shall be effective on the date received:

Maryhaven:

Shawn D. Holt
President and CEO
Maryhaven, Inc.
1791 Alum Creek Drive
Columbus, Ohio 43207

Email: sholt@maryhaven.com

County (collectively Court and Board):

Katie Stenman
Court Administrator
Delaware County Juvenile Court
140 North Sandusky St., 3rd Floor
Delaware, Ohio 43015

Email: kstenman@co.delaware.oh.us

The Parties may designate notices be sent to a different individual or address upon notice to the other Party.

N. Assignment

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of both Parties.

O. Subcontracting

Maryhaven may not subcontract any portion of this Agreement without the express written consent of the Court. If any portion or all of this Agreement is subcontracted, Maryhaven shall continue to act as the prime contractor for all subcontracted services/deliverables and shall assume full responsibility for performance. Maryhaven shall remain the sole point of contact and shall be ultimately responsible for performance.

P. Policies

Maryhaven shall be bound by, conform to, comply with, and abide by all current applicable Court policies and Delaware County policies, including, but not limited to, the Contractor Safety Policy, Computer Use Policy, Social Media Policy, and Internet Use Policy (collectively “County Policies”) and shall require any and all of its employees performing work under this Agreement and/or for or on behalf of the County to comply with all Court and County Policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of Maryhaven or any of its employees to comply with Court and County Policies. Copies of County Policies are available and may be viewed online at:

<http://www.co.delaware.oh.us/index.php/policies>.

Court policies are available upon request. The Court and County reserve the right and authority to change, amend, replace, enact, repeal, and/or rescind County Policy and/or Court polices at any time, for any reason, and without notice.

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Q. Authority

The VOCA grant program is a federal program administered through the Office for Victims of Crime, established by the federal Victims of Crime Act of 1984. By participating in this federal program, the Board and Court are authorized by R.C. § 307.85(A) to enter this Agreement.

R. Drug Free Environment

Maryhaven agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Maryhaven shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

S. Audits

Maryhaven agrees, if required by the County, to have conducted an independent audit of expenditures and records of service delivery associated with this Agreement. Maryhaven is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the County without cost to the County.

Maryhaven agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Agreement. Maryhaven agrees to reimburse the County the amount of any such audit exception.

T. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio and such courts shall be deemed to have jurisdiction. Maryhaven hereby irrevocably consents to such applicable law, venue, and jurisdiction.

U. Severability

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

V. Drafting

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

W. Headings

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

X. Modifications

This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

Y. Competitive Bidding Not Required

This Agreement is not required to be competitively bid.

Z. Signatures

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

AA. Entire Agreement

This Agreement and its Attachments/Exhibits shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements, written or oral, relating to the subject matter hereof.

BB. Counterparts

This Agreement may be executed in counterparts.

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In witness whereof, the Parties hereunto subscribed their signatures with the intent to be legally bound hereby.

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 18-321

IN THE MATTER OF APPROVING THE PURCHASE OF BALLISTIC BODY ARMOR SAFETY PROTECTION GEAR FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, the Emergency Medical Services department utilizes ballistic body armor safety protection; and

WHEREAS, the existing body armor is greater than 15 years old and no longer meets the industry standards for ballistic protection; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”), and the necessary gear is available for purchase through the Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves the purchase of ninety-six (96) GH Armor Systems ProX Level IIIA with the CFC body armor carrier for use by the Emergency Medical Services department.

Section 2. The Board hereby declares that the purchase approved in Section 1 shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index #MAC004, Contract Number RS901918, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a supplemental appropriation of \$54,144.00 to 10011303-5201.

Section 4. The Board hereby approves a purchase order in the amount of \$54,144.00 to Phoenix Safety Outfitters.

Section 5. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

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RESOLUTION NO. 18-322

IN THE MATTER OF APPROVING AN AMENDMENT TO THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR COURTYARDS AT SOUTH SECTION LINE ROAD:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Board of County Commissioners approved the original Agreement on February 15, 2018 per resolution 18-158;

WHEREAS, the Sanitary Engineer recommends approval of the Amendment;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the following Amendment to the Sanitary Sewer Subdivider’s Agreement for Courtyards at South Section Line Road.

AMENDMENT TO SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

This Amendment to the Subdivider’s Agreement dated February 15, 2018, by and between **EPCON COMMUNITIES** (hereinafter called “SUBDIVIDER”), and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** (hereinafter called “COUNTY” or “COUNTY COMMISSIONERS”) for certain sanitary sewer improvements at the **Courtyards at South Section Line Road** development, is entered into on this 26th day of March, 2018. The Parties hereto mutually agree to amend the Subdivider’s Agreement as follows:

AMENDMENT

The second paragraph of **SECTION II: CAPACITY** shall be deleted and replaced with the following:

Prior to completion of the pump station and final acceptance of the IMPROVEMENTS, SUBDIVIDER may connect laterals to the sanitary sewer and operate the pump station until final completion is achieved, provided however the SUBDIVIDER and COUNTY mutually acknowledge and agree that such connections and

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operation of the pump station shall be at the SUBDIVIDER’s sole risk and expense. Prior to connection to the sanitary sewer, capacity charges and any surcharges shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer. Regardless of any inspection by the COUNTY, the SUBDIVIDER shall be solely liable for any and all costs, expenses, and other liabilities arising from the operation and maintenance of the pump station and sanitary sewers, and any damage resulting therefrom, until the IMPROVEMENTS have been accepted by the COUNTY and the maintenance period has expired. Upon final completion of the pump station SUBDIVIDER shall pull the pumps out of the wet well for inspection of the impellers by the COUNTY. The COUNTY may, in its sole discretion, require SUBDIVIDER to replace the impellers based on the impeller inspection. Only upon final acceptance shall the COUNTY assume any risk or liability for the operation of the pump station and sanitary sewers. In addition to any other indemnification obligation stated herein, the SUBDIVIDER shall specifically indemnify the COUNTY against and hold the COUNTY harmless from any damages, claims, judgments, costs, or liabilities of any kind arising from the operation or maintenance of the pump station and sanitary sewers as approved herein.

REMAINING PROVISIONS

All other provisions of the Subdivider’s Agreement not amended herein shall remain in full force and effect. IN CONSIDERATION WHEREOF, the Parties have executed this Amendment as of the date stated above.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator

- Would like to congratulate Pam Sonagere on receiving a certification as a Labor Relations Professional from the National Public Relations Association.
- Would also like to congratulate Jenna Jackson for receiving her certification as an Economic Developer from the International Economic Development Council.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Attended a legislative update from Representatives Brenner and Carfagna. They were surprised to hear about the Board of Elections and Indigent Defense initiatives as they have not been introduced yet to the House.
- Delaware County was the fastest growing county in Ohio from 2010-2017 (at 14.5%), compared to Franklin County (10.8%) and Union County (8.3%).
- The Renaissance Hotel at Westar will be in substantial complete by the end of this month.
- The Frozen Four will include The Ohio State University’s hockey team.

Commissioner Lewis

- NACo featured an article about the Toledo land bank.
- The White House announced funding to combat the opioid epidemic.
- The Senate released a study that seemed to show over \$10 million from opioid companies to advocacy groups since 2012.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners