

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 30, 2021

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

Present:
 Gary Merrell, President
 Barb Lewis, Vice President

Absent:
 Jeff Benton, Commissioner

1
 RESOLUTION NO. 21-794

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 26, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 26, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Absent

2
 PUBLIC COMMENT
 None.

3
 RESOLUTION NO. 21-795

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0827 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0827:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0830, memo transfers in batch numbers MTAPR0830 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Valley Tire (P2102421)	Regional Sewer	66211900-5328	\$ 10,000.00
PR Number	Vendor Name	Line Description	Account
R2103286	EASTWAY CORPORATION	MSY 2021 PLACEMENT CARE	70161605 - 5342
R2103286	EASTWAY CORPORATION	PLACEMENT CARE	22511607 - 5342

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

4
 RESOLUTION NO. 21-796

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Lieutenant Jennifer Ransom attend a Cardiac Arrest Survival Summit in San Diego, California from December 6-10, 2021; at the cost of \$2,720.00 (fund number 10011303).

The Facilities Department is requesting the Darren Dodds attend a Basic Electricity for the Non-Electrician course in Columbus, Ohio October 18-19, 2021; at the cost of \$1,195.00 (fund number 10011105).

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

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RESOLUTION NO. 21-797

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER CORNELL ABRAXAS GROUP, LLC:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract and first and second amendments with Cornell Abraxas;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first amendment for a Child Care Placement provider:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Cornell Abraxas 2775 State Route 39 Shelby, Ohio 44875 This Agreement in effect from 09/01/2021-06/30/2022	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND CORNELL ABRAXAS GROUP, LLC**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Cornell Abraxas Group, LLC (“Provider”) (“First Amendment”) is entered into this August 30, 2021.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/01/21 through 06/30/22 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement shall have an initial service period of 09/01/21 through 06/30/22.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month.

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The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS**
Agency, Board, 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 the Provider 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 Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider 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 Provider is an individual or has less than five (5) employees, Provider, 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/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Signature

Date

Printed Name

Title

- J. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.

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- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

Section 2 - Miscellaneous

A. Exhibits to Agreement.

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.

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

D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

E. Signatures.

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. 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 and is authorized to bind such principal.

F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

**SECOND AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND CORNELL ABRAXAS GROUP, LLC**

This Second Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“DCDJFS”) and Cornell Abraxas Group, LLC (“Provider”) (“Second Amendment”) is entered into this August 30, 2021. This Second Amendment adds the Delaware County Family and Children First Council (hereinafter, “DCFCFC”) as a party when services are rendered by Provider pursuant to the terms of this Second Amendment. DCDJFS is the Administrative Agent for DCFCFC, and therefore they are related parties. DCDJFS and DCFCFC are collectively referred to as “Agency.”

Whereas, DCDJFS and Provider have entered an Agreement and a First Amendment for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 09/01/21 through 06/30/22 (“Agreement”); and,

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, on occasion the Agency identifies children who require placement with a provider but who are not in Agency custody. There is alternative funding through DCFCFC to pay for services under these circumstances; and,

Whereas, DCDJFS and Provider desire and hereby amend the Agreement to include additional terms and conditions for the purpose of including DCFCFC as a party to the Agreement and First Amendment. This will allow Provider to render services to Agency clients that are not in Agency custody with payment for the services made through DCFCFC’s funding sources; and,

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Whereas, this Second Amendment is intended to define the responsibilities of the Parties under this alternative placement arrangement.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Changes in Terms and Conditions

The terms and conditions of the Agreement and First Amendment shall apply equally to this Second Amendment, except for the following terms which apply only for services under this Second Amendment:

Agreement

Article VI, Section D. – this section does not apply to services provided pursuant to this Second Amendment.

Article VIII – The words “Schedule B” shall be substituted in all instances where “Schedule A” appears in Article VIII.

Article XVI – For services provided pursuant to this Second Amendment, Notice shall be sent to Agency at the following address:

Delaware County Family and Children First Council
145 N Union St
Delaware, OH 43015

Notice shall also be sent to the legal guardian/custodian of the child at the address given to Provider by the Agency.

First Amendment

Section 1(B) – The words “Children’s Services Assistant Director” shall be replaced with “Family & Children First Council Coordinator.”

Section 1(H) – The words “Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov” shall be replaced with:

“Ms. Rachel Layne, Family & Children First Council Coordinator whose email address is rachel.layne@jfs.ohio.gov.”

Section 1(H) – The following words are removed from the Agreement for purposes of this Second Amendment only:

“Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.”

Section 2(A)(3) - The words “Schedule B” shall be substituted in all instances where “Schedule A” appears.

Section 2 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the terms of this Second Amendment, and shall apply only to services provided under this Second Amendment:

- A. Throughout Agreement and First Amendment**– In all instances where the Provider is required to give a report or notice to the Agency, the Provider must also give the same notice or report to the guardian/custodian of the child. Agency shall provide Provider with the contact information of the guardian/custodian.
- B. Custody of Child.** At all times while services are rendered under this Second Amendment, the child will remain in the custody of his or her legal guardian/custodian. In all instances where Provider must obtain consent for care or course of action, such consent must be obtained from the child’s legal guardian/custodian, with follow-up notice given to Agency.
- C. Funding** – Multiple System Youth

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D. Auditor’s Certification. The Auditor’s Certification attached to this Second Amendment shall apply only to the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

6
RESOLUTION NO. 21-798

IN THE MATTER OF APPROVING A FUND TRANSFER FOR JOB AND FAMILY SERVICES:

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

Fund Transfers			
From		To	
10011110-5801		22511607-4601	\$412,500.00
Human Services/Transfers		Children Services Fund/Interfund Revenue	

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

7
RESOLUTION NO. 21-799

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO AND THE DELAWARE COUNTY PCSA TO PLAN AND IMPLEMENT THE OHIO START (SOBRIETY, TREATMENT, AND REDUCING TRAUMA) PROGRAM:

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the memorandum of understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Memorandum of Understanding by and between the Public Children Services Association of Ohio and the Delaware County PCSA to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program:

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into as of July 1, 2021 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and Delaware County PCSA, a governmental entity organized under the laws of Ohio ("County PCSA"). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio's county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties' respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an evidence-informed children services-led intervention model that helps public children services agencies (PCSAs) bring together caseworkers, behavioral health providers, and family peer mentors into teams dedicated to helping families struggling with co-occurring child maltreatment and substance use disorder. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Leadership Council.

This Agreement is supported by grant number G-2223-06-0069 awarded by the Ohio Department of Job and Family Services. The award date is July Pt, 2021. This agreement is also supported by grant number 2100821 awarded by Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. The Federal award identification (FAIN) is H79TI083294 and the federal award date is March 31st, 2021.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

- 1. Collaboration.** During the Term of this Agreement, the Parties shall work together to implement the Ohio START program.

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2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation.

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program's Evaluation Plan to this Agreement attached hereto as Exhibit A. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

3. County PCSA Responsibilities.

3.1. Implementation Requirements. To participate in Ohio START, the County PCSA agrees to work to meet the program's implementation requirements, roles and responsibilities as set forth in the program's Essential Components & Fidelity Standards attached hereto as Exhibit B. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Minimum Work Guidelines attached hereto as Exhibit C.

3.2. Leadership and Support. In addition to ongoing local management of Ohio START, provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement, and evaluate Ohio START program.

3.3. Implementation. County PCSA is responsible for implementing Ohio START by working directly with abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, Family and Child First Council, and behavioral health providers; execute a MOU with behavioral health providers to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, trained and appropriately supervised to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team as specified in section 3.6; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; Ensure the agency is working toward model fidelity by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family com1 personnel trained in the model and conducting continuous quality improvement based upon recommendations from the PCSAO Ohio START Technical Assistance team and data provided by Ohio START evaluation team; and work with their local providers to ensure the provider is entering Ohio START client information into the Ohio Behavioral Health (OHBH) System.

3.4. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO and Ohio START Leadership Council to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.

3.5. Fiscal Responsibility. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO for each fiscal year covered in this agreement. The County PCSA is responsible for tracking Ohio START expenditures and for adhering to the requirements in this Agreement. County PCSA acknowledges that any misuse of grant funds or miscalculation of non-grant funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that any miscalculation and/or misuse of funds under this section shall also constitute negligence of the County PCSA pursuant to Section 15.2 of this Agreement.

3.6. Data Sharing and Evaluation. County PCSA will work with the Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine each PCSA's achievement of model fidelity; to determine how parenting behaviors have changed for parents with substance abuse problems; and to

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evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA model fidelity and outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Leadership Council will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSA agrees to administer any tools developed by the universities for evaluation purposes. County PCSA will enter the below required information into SACWIS, in a timely manner, required information includes but is not limited to the following:

- i. Demographic information for each case member.
- ii. All applicable removal reasons for each child removed.
- iii. All substance use information for each case member. This includes use of substance use assessment tools and drug testing results.
- iv. All placement information.
- v. All case services information.
- vi. All applicable disposition harm descriptions; and
- vii. All family court hearings pertaining to the family.

County PCSA will enter required information in the Needs Portal in a timely manner, required information includes but is not limited to the following:

- i. Results of the substance abuse screening assessment.
 - ii. Results of the adult and child trauma screening tools.
 - iii. Family Peer mentor visit dates and reports.
 - iv. Treatment session dates, including date of referral and date of first appointment;
- and
- v. Any other data required to track model fidelity.

3.7. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations, and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement, and evaluate Ohio START.

4.2. Funding. Subject to the terms and conditions of this Agreement, the detailed budget and maximum amounts contained in the annual County PCSA's Program Budgets (Exhibit D), and PCSAO's agreement with ODJFS and OMHAS, PCSAO shall provide reimbursement funds (ODJFS grant funds and State Opioid Response Funds (SOR)) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by ODJFS Grant and/or SOR Funds. **Technical Assistance.** PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. PCSAO will ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Reports and Payments.

5.1. Financial and Program Reports. Throughout the Term of this Agreement, County PCSA will prepare and submit monthly program and financial reports, if expenses have exceeded \$500.00, to PCSAO no later than the 10th of each month, attached hereto as Exhibit E. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program and financial reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

5.2. Payments. Subject to its agreement with ODJFS and OMHAS, PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports, invoices, and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Department of Job and Family Services or the Ohio Department of Mental Health and Addiction Services (SOR Grantor) is unable to reimburse PCSAO (grantee) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

6. Use of Funds.

6.1. Compliance with Agreement. Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for

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any other purpose without PCSAO's prior written approval. The County PCSA, as an Ohio START sub-grantee, shall be subject to same terms and conditions as PCSAO.

6.2. Compliance with Law. Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

6.3. No Earmarked Funds. County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

6.4. Use of Funds. During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and only on allowable expenses detailed in this Agreement attached hereto as Exhibit F. County PCSA must submit the Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended through June 30th, 2022. The County PCSA must submit a Monthly Financial Report (Exhibit E2) by the 1st of each month indicating the Ohio START Funds expended for the previous month, if expenses have exceeded \$500.00. The County PCSA agrees to ensure that the funds are used only for allowable expenses as listed in Exhibit F. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

6.5. Eligibility of Funds. PCSAO agrees to serve as the grantee of the Ohio START Funds and thus agrees to the special conditions associated with the ODJFS and SOR funds and requirements set forth by the Grantors. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions.

6.6. Return of Funds. The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

6.7. End of Year Reconciliation. County PCSA expressly understands that PCSAO does not have the ability to compensate County PCSA for reports submitted after the grant cycle has closed. County PCSA must submit final invoices for payment for each state fiscal year no later than 60 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due hereunder.

7. Records, Review and Audit.

7.1. Records Retention. County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least five (5) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

7.2. Media. County PCSA agrees that any media produced pursuant to this Agreement or acquired with Grant funds will become the property of PCSAO and ODJFS. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. ODJFS and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this Agreement. County PCSA understands that all materials and items produced under this Agreement will be made freely available to the public unless ODJFS determines that certain materials are confidential under federal or state law.

7.3. Private Records. All ODJFS information that is classified as public or private under Ohio law and ODJFS rules will be treated as such by County PCSA. Should the nature of any information be in question, ODJFS will determine whether the information is public or private. County PCSA will restrict the use of any information, systems, or records ODJFS provides to the specific Grant activities of this Agreement. County PCSA agrees that the terms of this Section will be included in any contract or subgrant executed by County PCSA for work under this Agreement.

7.4. Proprietary Information. County PCSA information that is proprietary and has been specifically

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identified by County PCSA as proprietary will be held as confidential by ODJFS. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. ODJFS reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

7.5. Audit. For Audit Purposes Only: All records relating to cost, work performed, supporting documentation for invoices submitted to PCSAO, and copies of all materials produced under or pertaining to this Agreement will be retained by County PCSA and will be made available for audit by state and federal government entities that include but not limited to, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials. If applicable, County PCSA must meet the requirements of the federal Office of Management and Budget (OMB) Omni-Circular 2 CFR Part 200, that financial records related to the performance of services under this Agreement are presumptively deemed public records.

7.6. Litigation Hold. County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by ODJFS or PCSAO, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by ODJFS or PCSAO when the litigation hold ends, and retention can resume based on the approved records retention schedule. If County PCSA fails to retain the pertinent records after receiving a litigation hold from ODJFS or PCSAO, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

8. Term and Termination.

8.1. Term. This Agreement shall commence upon the Effective Date and shall continue until June 30, 2023 (Term), unless sooner terminated under Section 8.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

8.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth, or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules, and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation, or belief in any Ohio START activity.

12. Intellectual Property.

12.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and in-evocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

12.2. Program Materials. In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

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13. Communication Standards.

13.1. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

13.2. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and ODJFS as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g., reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and ODJFS shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with PCSAO and the Ohio Department of Job and Family Services pursuant to grant number G-2223-06-0069."

13.3. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."

13.4. Use of Ohio START Logo. County PCSA shall include the Ohio START's logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials if the content relates to the program.

14. Special Conditions

14.1. Compliance. County PCSA hereby affirms current and continued compliance with each condition listed in this section. County PCSA's certification of compliance with each of these conditions is considered a material representation of fact upon which PCSAO relied in entering into this Agreement.

14.2. Federal Debarment Requirements. County PCSA affirms that neither County PCSA nor any of its principals, subgrantees, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency. County PCSA also affirms that within three years preceding this agreement neither County PCSA nor any of its principals:

14.2.1. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements; or for receiving stolen property; or

14.2.2. Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any federal, state, or local, public transactions terminated for cause or default.

14.3. Qualifications to Conduct Business. County PCSA affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period County PCSA, for any reason, becomes disqualified from conducting business in the State of Ohio, County PCSA will immediately notify PCSAO in writing and will immediately cease performance of all Grant activities.

14.4. Unfair Labor Practices. County PCSA affirms that neither County PCSA nor its principals are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify County PCSA as having more than one unfair labor practice contempt of court finding.

14.5. Finding for Recovery. County PCSA affirms that neither County PCSA nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

14.6. Americans with Disabilities. County PCSA, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

14.7. Fair Labor Standards and Employment Practices. County PCSA certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.

14.7.1. In carrying out this Agreement, County PCSA will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, ancestry, military status, disability,

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age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.

14.7.2. County PCSA agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. County PCSA will incorporate the foregoing requirements of this Paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.

14.8. Ethics and Conflicts of Interest Laws.

14.8.1. County PCSA certifies that by executing this Agreement, it has reviewed, knows, and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. County PCSA further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

14.8.2. County PCSA certifies, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in his/her current position, one or more personal monetary contributions in excess of One Thousand and 00/100 Dollars (\$1,000.00) to the current Governor or to the Governor's campaign committee when he was a candidate for office within the previous two calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.

14.8.3. County PCSA agrees to refrain from promising or giving to any ODJFS or PCSAO employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. County PCSA further agrees that it will not solicit any ODJFS or PCSAO employee to violate ORC 102.03, 2921.42, or 2921.43.

14.8.4. County PCSA agrees that County PCSA, its officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of County PCSA's functions and responsibilities under this Agreement. If County PCSA, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, County PCSA agrees it will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215-3414. County PCSA further agrees that the person with the conflicting interest will not participate in any Grant activities until ODJFS determines that participation would not be contrary to public interest.

14.9. Lobbying Restrictions. County PCSA affirms that no federal funds paid to County PCSA by PCSAO through this Agreement or any other agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement, or loan. County PCSA further affirms compliance with all federal lobbying restrictions, including, 31 USC 1352. If this Grant exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00), County PCSA affirms that it has executed and filed the Disclosure of Lobbying Activities standard form LLL, if required by federal regulations. County PCSA certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

14.10. Child Support Enforcement. County PCSA agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that County PCSA and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.

14.11. Pro-Child Act. If any Grant activities call for services to minors, County PCSA agrees to comply with the Pro-Children Act of 1994; Public Law 103-277, Part C - Environment Tobacco Smoke that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

14.12. Drug-Free Workplace. County PCSA, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws, including, but not limited to, 41 USC Chapter 10, regarding a drug-free workplace. County PCSA will make a good faith effort to ensure that none of County PCSA's officers, employees, members, or subgrantees will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

14.13. Work Programs. County PCSA agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapter 5101 or 5107.

14.14. MBE/EDGE. Pursuant to the Governor's Executive Order 2008-13S, County PCSA agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. County PCSA agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and

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EDGE vendors.

14.15. Expenditure of Public Funds for Offshore Services-Executive Order Requirements. County PCSA certifies that by executing this Agreement, it has reviewed, understands, and will abide by the Governor's Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States.

14.15.1. Prior to performing any services, and when there is a change in the location of any services provided under this Agreement, County PCSA must disclose:

The location(s) where all services will be performed by County PCSA or any subcontractor.

The location(s) where any state data associated with any of the services through this Agreement will be accessed, tested, maintained, backed-up, or stored; and

The principal location of business for County PCSA and all subcontractors.

14.15.2. County PCSA also affirms, understands, and agrees to immediately notify PCSAO of any change or shift in the location(s) of services performed by County PCSA or its subcontractors under this Agreement, and no services shall be changed or shifted to a location outside of the United States.

14.15.3. Termination, Sanction, Damages: PCSAO is not obligated and shall not pay for any services provided under this Agreement that County PCSA or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement, and County PCSA shall immediately return to PCSAO all funds paid for those services.

14.16. In addition, if County PCSA or any of its subcontractors perform any such services outside of the United States, PCSAO may, at any time after the breach, terminate this Agreement for such breach, upon written notice to County PCSA. If PCSAO terminates the Agreement, PCSAO may buy substitute services from a third party, and may recover the additional costs associated with acquiring the substitute services. **Civil Rights Assurance.** The County PCSA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

14.17. Certification of Compliance. County PCSA certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

14.18. Failure to Comply. If at any time County PCSA is not in compliance with the conditions affirmed in this Section, PCSAO may immediately suspend or terminate this Agreement and will deliver written notice to County PCSA. County PCSA will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time County PCSA was in compliance with the provisions of this Section. Any funds paid by the State of Ohio for work performed during a period when County PCSA was not in compliance with this Section will be immediately repaid or the State of Ohio may commence an action for recovery against County PCSA.

15. Insurance and Indemnification.

15.1. Insurance. Each Party warrants that it carries the following insurance: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

15.2. Negligence of Parties. To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by the County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the Agreement.

16. General.

16.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

16.2. Dispute Resolution. In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either

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Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.

16.3. Separate Entities. By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture, or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend, and hold the other Parties harmless from any claim or loss relating to the same.

16.4. Notices. All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.

16.5. Subcontracting. The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.

16.6. Assignment. Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

16.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

16.8. Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

16.9. No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

16.10. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

16.11. Severability. If any term, provision, clause, or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause, or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

16.12. Survival. The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

16.13. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered, and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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

8
RESOLUTION NO. 21-800

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by

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the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT21-0156	AEP	Home Road	Relocate pole
UT21-0157	Harris & Heavener Excavating	River's Edge Drive	Place cable in ROW
UT21-0158	Everstream Solutions, LLC	Enterprise Drive	Place fiber underground
UT21-0159	Columbia Gas	S. Old 3 C Highway	Meter protection
UT21-0160	Everstream	Concord Road	Underground bore
UT21-0161	Spectrum	Heverlo Road	Place cable in ROW
UT21-0162	Everstream	Hyatts Road	Underground bore
UT21-0163	Everstream	Bunty Station Road	Underground Bore
UT21-0164	Columbia Gas	Rome Corners Road	Install gas main
UT21-0165	Spectrum	Cheshire Road	Place cable in ROW

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

9
RESOLUTION NO. 21-801

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
10011102-5601	Commissioners General/Grants in Aid	549,547.22
40940447-5420	Home Road E of US 23 OPWC/Road Construction	469,800.00

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

Other Business
RESOLUTION NO 21-802

IN THE MATTER OF APPROVING TRANSFER OF FUNDS IN THE VICTIMS OF CRIME GRANT FROM SALARY TO BENEFITS:

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

Transfer of Appropriations		
From	To	
23612302-5001	23612302-5101	\$224.37
VOCA/Compensation	VOCA/ Health Insurance	

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

RESOLUTION NO. 21-803

IN THE MATTER OF ORDERING FLAGS TO BE FLOWN AT HALF-STAFF UPON ALL DELAWARE COUNTY BUILDINGS AND GROUNDS IN HONOR OF THE LIVES OF UNITED STATES SERVICE MEMBERS AND OTHER VICTIMS KILLED IN THE TERRORIST ATTACK IN KABUL, AFGHANISTAN:

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

WHEREAS, on August 26, 2021, a terrorist perpetrated a suicide bombing in Kabul, Afghanistan, killing thirteen United States armed services members and at least 169 Afghan civilians, and injuring many more; and

WHEREAS, the President of the United States and the Governor of the State of Ohio have, pursuant to 4

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U.S.C. § 7, ordered that the flags of the United States and the State of Ohio shall be flown at half-staff upon all public buildings and grounds until sunset on August 30, 2021; and

WHEREAS, after learning that one of the victims of the terrorist attack was a native Ohioan, Navy Corpsman Maxton W. Soviak, the Governor of the State of Ohio further ordered that the flags of the United States and the State of Ohio shall be flown at half-staff at certain public buildings and grounds until sunset on September 3, 2021, and on the day(s) of his viewing and funeral, with discretion to other public entities throughout the State of Ohio to fly the flags of the United States and the State of Ohio at half-staff for the same time period; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") wishes to honor the lives and service of the thirteen United States service members who lost their lives while honorably performing their duties to safely extricate American citizens and our Afghan supporters;

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

Section 1. The Board hereby orders that the flags of the United States, the State of Ohio, and Delaware County shall be flown at half-staff on all Delaware County buildings and grounds until sunset on September 3, 2021, and on the day of the viewing and funeral for Navy Corpsman Maxton W. Soviak.

Section 2. The Board hereby encourages all other public entities and private entities and citizens within Delaware County to also fly their flags at half-staff for the same time period.

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator

-No reports.

12

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-No reports.

Commissioner Merrell

-Attended a candlelight vigil for those killed in Kabul, Afghanistan last night.

-Attended Regional Planning last Thursday.

-Attended a CORSA board meeting on Friday.

13

RESOLUTION NO. 21-804

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 21-805

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session.

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

There being no further business, the meeting adjourned.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 30, 2021**

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners