

COMMISSIONERS JOURNAL NO. 77 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2022

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

**Present:**  
 Barb Lewis, President  
 Jeff Benton, Vice President

**Absent:**  
 Gary Merrell, Commissioner

10:00 A.M. Viewing For Consideration Of Proposed Construction Of Improvements To Berlin Station Road (County Road 89) And A Northerly Extension Of Piatt Road To Be Known As Roloson-Piatt Road Both Located In Berlin Township, Delaware County, Ohio, And Assessing The Cost Therefor

**1**  
 RESOLUTION NO. 22-724

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 22, 2022:

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 August 22, 2022; 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 Absent Mr. Benton Aye

**2**  
 PUBLIC COMMENT  
 -None.

**3**  
 RESOLUTION NO. 22-725

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0826:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0826 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
(P2203133) George Jr	Job and Family FCFC	70161605-5342	\$25,000.00
(P2203288) Children's Hospital	Job and Family FCFC	70161605-5342	\$28,250.00
(P2201768) Columbia Gas	Utilities	10011303-5338	\$5,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2204147	ULINE INC	SHELVING UNIT EMS 7	10011303 - 5201	\$7,712.94
R2204159	DLZ OHIO INC	STATION - RESOLUTION 22-694	68011916 - 5301	\$50,000.00
R2204160	MS CONSULTANTS INC	UPGRADES PROJECT - RESOLUTION 22-693	66611900 - 5410	\$250,000.00

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

**4**  
 RESOLUTION NO. 22-726

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Matt Brown and Justin King attend a NEOGOV Connect Conference in Las Vegas, Nevada from October 6-7, 2022 at the cost of \$2,715.00 (fund number 10011108).

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The Emergency Medical Services Department is requesting that Scott Gano attend an Air Medical Transport Conference in Tampa, Florida from October 22-28, 2022 at the cost of \$3,500.00 (fund number 10011303).

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

**5  
RESOLUTION NO. 22-727**

**IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO LIEUTENANT RONALD VOGEL ON THE OCCASION OF HIS RETIREMENT:**

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

WHEREAS, Delaware County Sheriff’s Lieutenant Ronald Vogel retired from the Sheriff’s Office in good standing with the office; and

WHEREAS, the Lieutenant Ronald Vogel’s assigned duty firearm, Glock, Model 22 – Serial # WXT634 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Lieutenant Ronald Vogel to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Lieutenant Ronald Vogel for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Lieutenant Ronald Vogel accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

**6  
RESOLUTION NO. 22-728**

**RESOLUTION OF NECESSITY FOR THE PURCHASE OR LEASE OF MOTOR VEHICLES FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:**

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

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the “Board”) may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of motor vehicles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff’s Office to expend county monies for the purchase of a new transport van, which is available for purchase from Statewide Ford-Lincoln-Mercury, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of a new motor vehicle to be used by the County Sheriff or his employees for the following reasons: (1) an existing vehicle has reached the end of its useful service life; (2) a new vehicle is necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) a new vehicle will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of one (1) 2023 Ford Transit 350 Cargo Van at a cost of \$45,972.00, from Statewide Ford-Lincoln-Mercury, Inc.

Section 3. The Board hereby authorizes the Sheriff’s Office to initiate the necessary purchase order(s) to Statewide Ford-Lincoln-Mercury, Inc., and hereby approves the purchase order(s) from fund 41711436-5450.

Section 4. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

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**7****RESOLUTION NO. 22-729****IN THE MATTER OF APPROVING THE CASA PROGRAM SUSTAINABILITY AGREEMENT FOR DELAWARE COUNTY:**

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

WHEREAS, the County Juvenile/Probate Court Judge and Staff recommend approval of the CASA Program Sustainability Agreement for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the CASA Program Sustainability Agreement for Delaware County;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the CASA Program Sustainability Agreement for Delaware County in substantially the following form:

**CASA Program Sustainability Agreement for Delaware County**

By this Agreement for sustainability funds for the local CASA program, entered into by the Ohio CASA Association and the CASA Program of Delaware County, both parties agree as follows:

**Section 1: Purpose**

This agreement confirms that the Ohio CASA/GAL Association (herein referred to as "the Association") will continue to provide financial support as outlined below to Delaware County (herein referred to as "the Program") for the sole purpose of sustaining their local CASA program including providing attorney services to the CASA program in Delaware County, and continued support to Union County, in compliance with the conditions stated below and in the appended submitted proposal. This agreement and the conditions outlined shall not be modified except in writing and with approval of both parties.

**Section 2: Funds**

The Association shall pay to the Program \$46,800. The Program agrees to use these funds for the sole purpose of sustaining their CASA program to serve abused, neglected, and dependent children in the court system. The first of two payments of the funds, being one-half of the total amount, shall be provided to the Program within ten business days of full execution of this agreement. The second payment of the remainder of the funds committed will be forwarded to the Program upon submission of an approved status report approximately half way through the project period.

**Section 3: Reports**

The Program will provide to the Association upon request, narrative reports providing information on 1) program staffing, 2) recruiting, screening and training volunteers, 3) volunteer training activities, 4) program policy development, 5) the number and type of cases where a CASA volunteer has been appointed, and 6) issues that the program has encountered for which the program would like assistance. Furthermore, these reports shall outline and verify compliance with the court's appended proposal and National CASA standards. A report is due approximately six months after the receipt of funds and upon completion of one year.

**Section 4: Standards**

The Program agrees to maintain the program in compliance with National CASA Association standards and Supreme Court of Ohio Superintendence Rule 48 guidelines.

**Section 5: On-site Visits**

The Program agrees to participate in on-site reviews with staff from the Association and will make available appropriate written policies, program data, volunteer and child files, volunteer pre-service training agendas and fiscal records available for review. The Program will also make appropriate program and court staff and volunteers available for interviews with the Association staff if requested.

**Section 6: Data Collection**

The Program will use CASA Manager as provided by the Association, or a similar case management system at their cost, as their local case management software and data collection process maintaining timely and accurate data records.

**Section 7: Membership**

The Program will pay dues in order to establish membership both with the Association and the National CASA Association within three months after execution of this agreement. The Program will also provide to prospective volunteers the Association's individual membership forms and CASA license plate information during recruitment or pre-service training. The program director and other program staff as appropriate will participate in state CASA networking opportunities, to the best of their ability, including but not limited to quarterly directors meetings and the annual state conference.

**Section 8: Continuation of Funding**

There is no expectation or commitment of additional funding after this disbursement.

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**Section 9: Termination of Agreement**

The Association represents that this Agreement is dependent upon the receipt of adequate funds and the Association may reduce the funds outlined in Section 2 or terminate this Agreement should its appropriations be reduced or should the source being used to fund this initiative be reduced or terminated.

It is the Program's responsibility to ensure the funds are used in accordance with their appended proposal and National CASA standards. Upon request by the Association, the Program shall provide documents to demonstrate expenditure of the funds. The Program shall be in default under the Agreement if it fails to timely perform or observe any of its obligations under this Contract as outlined in the appended proposal and is not remedied within ten business days of the date of written notice of any such event given by the Association. Upon failure to remedy the default, the court forfeits any future funds from the Association.

This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

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

**8  
RESOLUTION NO. 22-730**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JUVENILE COURT:**

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

**Supplemental Appropriation**  
26026203-5319    Juvenile Court Data Fund/Reimbursements-Refunds    \$650.00

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

**9  
RESOLUTION NO. 22-731**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY JUVENILE COURT, AND TRACK GROUP, INC., FOR MONITORING AND ASSOCIATED SERVICES FOR DELAWARE COUNTY:**

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

WHEREAS, the Juvenile Court Judge and Staff recommend approval of the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc., for Monitoring and Associated Services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc., for Monitoring and Associated Services for Delaware County;

BE IT FURTHER RESOLVED that the Delaware County Board of Commissioners authorizes the County Administrator to execute the agreement between the Delaware County Board of Commissioners, the Delaware County Juvenile Court, and Track Group, Inc., for Monitoring and Associated Services for Delaware County in substantially the following form:

**2022-2023 AGREEMENT FOR MONITORING  
AND ASSOCIATED SERVICES**

This Agreement for Monitoring and Associated Services ("Agreement") is made and entered into this August 29, 2022 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 145 North Union Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer"), and Track Group, Inc ("Provider") whose principal place of business is located at 200 East 5th Avenue, Suite 100, Naperville, Illinois 60563, (individually "Party," collectively "Parties").

**PREAMBLE**

WHEREAS, the Court is in need of certain Equipment and Accessories ("Equipment"), Monitoring Services associated with the Equipment ("Monitoring Services"), and/or certain other associated services ("Other Services") (collectively "Equipment, Monitoring, and Other Services") to track and monitor offenders ("Offender") using Global Positioning Systems ("GPS"); and,

WHEREAS, The Provider is qualified and willing to provide such Equipment, Monitoring, and Other Services at an agreed-upon price.

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**AGREEMENT**

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to state the terms, covenants, and conditions under which the Provider will provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS.
2. **TERM:** The term of this Agreement shall be inclusive of August 1, 2022 and continue through July 31, 2023 ("Initial Term").
3. **RENEWAL:** Upon written agreement of the Parties, this Agreement may be renewed for any period of time determined by the Parties 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 ("Renewal Term"). The combined amount of the Initial Term and any and all Renewal Terms shall not exceed an aggregate total of \$49,999.00
4. **GRACE PERIOD; CONTINUED POSSESSION OF EQUIPMENT:** The Customer shall be entitled to a grace period of 10 days ("Grace Period") following the Termination or expiration of the Initial Term or any Renewal Term of this Agreement to return Equipment to Provider. The Customer shall not be charged any daily lease rate during the 10 day return Grace Period. The Customer understands that no Monitoring Services will be provided by Provider after the expiration or termination date, including during the 10 day return Grace Period. Continued possession of the Equipment by the Customer following the Grace Period shall obligate the Customer to payment of additional daily lease rate payments for the Equipment as set forth in Schedule A, until such time as the Equipment is returned to the Provider.
5. **SCOPE OF SERVICES:** The Provider shall provide/render Equipment, Monitoring, and Other Services to the Customer as follows:
  - A. The Provider shall provide/render to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor Offenders using GPS identified and as specified in Schedule A.
  - B. As needed or requested by the Customer, the Provider shall provide/render to the Customer optional/consumable Equipment identified and as specified in Schedule B.
  - C. The Provider shall provide/render 100% coverage for all lost, stolen, or damaged Equipment indicated and as specified in Schedule C.

All Equipment shall be shipped by the Provider to the Customer using 3-5 day ground shipping. The risk of loss during shipping shall remain with the Provider. The rates set forth in the schedules attached to this Agreement include 3-5 day ground shipping. The Customer shall be responsible for expedited shipping, which shall only be used if requested by Customer.

Upon expiration or termination of this Agreement or any renewal, all Equipment shall be returned to the Provider within 10 days of the expiration or termination date. Customer shall be responsible for return shipping costs.

6. **COMPENSATION:** In exchange for providing the Equipment, Monitoring, and Other Services, the Customer shall compensate the Provider at the rates set forth in Schedule A and, in addition, the Customer shall compensate the Provider for any optional/consumable equipment needed or reasonably requested by the Customer at the rates set forth in Schedule A. No additional cost shall be assessed to the Customer for the 100% coverage for all lost, damaged, or stolen equipment indicated and as specified in Schedule C, however, the Customer shall, if the Customer deems appropriate, seek restitution from Offenders of the replacement costs shown on Schedule C if the loss, damage, or theft was intentionally caused by or the fault of the Offender. Any restitution obtained shall be remitted to Provider. The Provider will bill the Customer on a monthly billing cycle.
7. **INVOICE:** After the Equipment, Monitoring, and Other Services have been provided/rendered, the Provider 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:
  - The Provider's full name, address, telephone number, email address, and, if applicable, facsimile number;
  - Name of a contact person with the Provider in charge of billing, including a telephone number and email address for such contact person;
  - The Provider's federal employer identification number and/or a completed federal W- 9 form (attached);
  - Court's full name and address;
  - If applicable, purchase order number authorizing the purchase of the Equipment,

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Monitoring, and Other Services;

- Billing period;
- Detail as applicable, including, but not limited to, description of the Equipment, Monitoring, and Other Services provided/rendered, dates of when the Equipment, Monitoring, and Other Services were provided/rendered, and rates and quantities/hours spent providing/rendering the Equipment, Monitoring, and Other Services;
- Total cost of Equipment, Monitoring, and Other Services provided on the invoice.

The Provider shall submit invoices to the Court as follows:

Karen Wadkins Fiscal Coordinator  
Delaware County Juvenile Court  
145 North Union Street, Ground Floor  
Delaware, Ohio 43015

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

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

8. **MAXIMUM PAYMENT:** The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of \$20,000.00 or (2) the amount of actual Equipment, Monitoring, and Other Services rendered/provided to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider under the Initial Term of this Agreement exceed the maximum of \$20,000.00.
9. **TAXES:** The Customer is a political subdivision and tax exempt. The Provider therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Equipment, Monitoring, and Other Services that the Provider provides/renderers to the Customer pursuant to this Agreement. Proof of such tax exempt status shall be provided to the Provider by the Customer upon request.
10. **RATE CHANGES:** The rates set forth in the Schedules attached to this Agreement are guaranteed for the Initial Term, but are subject to change for any Renewal Term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Such increased rate shall only become effective for any the Renewal Term, if the Agreement is renewed.
11. **OWNERSHIP:** Neither the Customer, nor the Offender, is the owner of the Equipment nor has title to the Equipment. Neither the Customer, nor Offender, may sell, transfer, or assign, the Equipment, without the express prior written permission of the Provider. Neither the Customer, nor the Offender, may attempt to alter or otherwise tamper with the Equipment. The Customer agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever and agrees to give the Provider immediate notice if any legal process or lien is asserted or made against the Equipment.
12. **DAMAGE, LOSS, OR THEFT OF EQUIPMENT:** The rates set forth in the Schedules attached to this Agreement include 100% loss, damage, and/or theft coverage on all Equipment. The Customer shall have no financial responsibility for lost, damaged, or stolen Equipment. However, the Customer shall, if the Customer deems appropriate, seek restitution from Offenders of the Equipment replacement costs shown on Schedule C if the loss, damage, or theft was intentionally caused by or the fault of the Offender. Any restitution obtained shall be remitted to Provider.
13. **CONFIDENTIALITY:** The Customer acknowledges that it may obtain or have access to confidential and/or proprietary information of the Provider that is the sole and exclusive property of the Provider or other entities or persons affiliated with the Provider in connection with the provision of the Equipment, Monitoring, and Other Services ("Proprietary Information"). Except as otherwise required by law, the Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement, and to protect it with at least the same level of protection that the Customer affords its own confidential and proprietary information. Without limiting the foregoing, the Customer expressly agrees, except as otherwise required by law, that the Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of the Provider. If the Customer is required by public records laws, other applicable law or regulation, or by legal process to disclose any Proprietary Information, the Customer agrees that it shall provide the Provider with reasonable prior written notice of such request to enable the Provider to seek a protective order or other appropriate remedy prior to disclosure. Upon expiration of any Term of this Agreement or should this Agreement be terminated for any other reason whatsoever, the Customer shall, except as otherwise required by law, at the request of the Provider, either destroy or promptly deliver to the Provider all Proprietary Information, including all documents or other media containing Proprietary Information, including all copies, reproductions, summaries, analyses or extracts thereof, in the possession of the Customer, and the Customer shall certify to the Provider that the Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section shall survive the expiration or termination of this Agreement.

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14. **WARRANTY:** EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH TIDS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES, AND USER INTERFACES TO MONITORING SERVICES. The Customer's sole remedy against the Provider for any failure whatsoever relating in any way to the use of the Equipment, Monitoring, and Other Services shall be limited to the replacement of the Equipment or re-performance of the Monitoring or Other Services, as practicable and possible; provided that any such failure of Equipment, Monitoring, and Other Services was not caused by any act or omission on the part of the Customer. The Provider agrees to transfer to the Customer, to the extent permitted by law or applicable contracts, any warranties made to the Provider by a manufacturer or vendor of the Equipment.

15. **INDEPENDENT CONTRACTOR:** The Provider 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.

The Provider 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.

The Provider and/or 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, or Delaware County, Ohio.

16. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/ NO CONTRIBUTION TO OPERS:** The Court, the 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 the Provider 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. The 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 The Provider is an individual or has less than five (5) employees, the 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 Acknowledgement Form ("Form"). The Form is attached hereto as Exhibit 1 and by this reference is incorporated as a part of this Agreement. The Court shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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

Derek Cassell  
Chief Executive Officer  
Track Group, Inc

17. **INDEMNITY:** To the fullest extent of the law and without limitation, Provider agrees to and shall indemnify and hold free and harmless the Court, the Board, Delaware County, Ohio, and all of their respective boards, board members, officers, officials, directors, 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 Provider's or any subcontractor's negligence, actions, inactions and/or omissions and/or the negligence, actions, inactions, and/or omissions of Provider's or any subcontractor's board members, officials, officers, employees, agents, representatives and/or volunteers resulting from the performance of this Agreement.

18. **INFRINGEMENT:** The Provider shall pay all royalties, licensing, and registration fees permitting the Customer free, uninterrupted, and unobstructed use of all and/or any portion of the Equipment, Monitoring, and/or Other Services which is/are owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted.

In the event that either of the Parties has or gains knowledge that use of the Equipment, Monitoring, and/or Other Services 1) actually or 2) potentially infringes on the ownership of any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted equipment, hardware, software, product, service, invention, process, article, or appliance (collectively "Protected Item"), the Provider shall, as applicable, take all of the following actions:

- At no cost to the Customer, secure the rights to possess and/or use the infringing or potentially infringing Protected Item so that the Customer may continue to have free, uninterrupted, and unobstructed use of the Protected Item.

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• If the Provider is unable to secure such rights to the Protected Item, the Provider shall immediately provide to the Customer, at no cost to the Customer, substitute Equipment, Monitoring, and/or Other Services that, in the sole opinion of the Customer, performs the same function and is of the same quality as the Protected Item or refund to the Customer the entire cost of the Agreement. In the event of such a substitution or refund, nothing shall prevent or limit the Customer from pursuing any action against the Provider for damages suffered by the Customer.

To the fullest extent of the law and without limitation, the Provider agrees to and shall indemnify and hold free and harmless the 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 infringement of any right to use, possess, or otherwise operate or have any Protected Item manufactured, used, operated, owned, leased, or possessed in the performance of the Agreement and/or in providing the Equipment, Monitoring, and/or Other Services, including the use or possession of the same by the Indemnified Parties both during and after the performance of the Agreement and/or providing the Equipment, Monitoring, and Other Services. The Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties pursuant to this paragraph that the Provider 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, fines, penalties, fees, and expenses. The Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties pursuant to this paragraph, that the Provider 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.

19. **INSURANCE:** The Provider shall carry and maintain throughout the Term of the Agreement, without lapse, such bodily injury and property damage general liability insurance and vehicle 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 or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the Provider shall present to the Court current certificates of insurance, and shall maintain current such insurance during and throughout the entire Term of 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, and shall provide coverage in an amount that is both customary in the industry or required by law, whichever is the greater standard, and equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages. The Provider shall be responsible for any and all premiums for such policy(ies).

The Provider shall name the Board, the Court, and Delaware County, Ohio as additional insureds on such policies of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Customer shall retain any and all such other and further rights and remedies as are available at law or in equity.

20. **WORKERS COMPENSATION INSURANCE:** The Provider shall carry and maintain throughout the Term of the Agreement, without lapse, Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. The Provider shall be responsible for any and all premiums for such policy(ies). The Provider shall provide to the Court copies of such policies upon request.
21. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the Provider is not responsible for any injuries, damages, or losses to the Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, or the failure to follow any instructions for or related to Monitoring Services or Other Services.
22. **ACKNOWLEDGEMENTS AND DISCLAIMER:** The Customer agrees with the following:
- A. The Customer agrees that the Equipment, Monitoring, and Other Services shall not prevent, nor are they intended to prevent, any Offender of the Customer from committing any harmful, tortuous, or illegal acts.
  - B. The Customer further agrees that it may be possible for an Offender to remove the Equipment by unauthorized means.
  - C. The Provider expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by an Offender while using the Equipment, as well as any liability for any acts committed by an Offender who removes the Equipment and subsequently engages in any harmful, tortuous or illegal acts.
  - D. The Customer agrees that use of the Equipment and Monitoring Services shall be reserved for those



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Offenders of the Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

23. FORCE MAJEURE: The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such force majeure ceases to exist or the Agreement expires or is terminated as provided in this Agreement.

24. TERMINATION: This Agreement may be terminated as follows:

A. Termination for Convenience:

The Court may terminate this Agreement for convenience at any time and for any reason upon delivering ninety (90) days written notice to the Provider.

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties .

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

Further, if the breaching or defaulting Party is the Customer, the Provider may require, with minimum fourteen (14) days prior written notice to the Customer, that the Customer return the Equipment to the Provider and that the Customer immediately pay to the Provider the remaining balance of any amounts due under this Agreement. If the Provider is required to track an Offender of the Customer to make demand on such Offender to repossess the Equipment after the notice period has expired, the Customer agrees to pay the Provider, immediately upon demand, the cost of repossession, storing, shipping, and repairing the Equipment.

The Parties acknowledge that the tracking and monitoring of an Offender of the Customer, which is facilitated by this Agreement, may be undertaken in conjunction with criminal/juvenile process against such Offender, or that such Offender of the Customer has voluntarily undertaken to use the Equipment in order to satisfy a criminal conviction/juvenile disposition or plea agreement, or to avoid incarceration. The Provider agrees that in effecting redelivery or repossession of the Equipment from any Offender, it shall first coordinate such actions with the Customer and/or with other law enforcement.

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

C. Bankruptcy:

A Party may immediately terminate this Agreement if a voluntary or involuntary bankruptcy, receivership, or other similar action is filed against the other Party. In such event, the Party seeking to terminate shall provide written notice of such termination to the other Party as soon as possible.

D. 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 a Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, 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 Customer, 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 Agreement, except a) that the Provider shall be entitled to receive compensation for any Equipment, Monitoring, and/or Other Services satisfactorily provided or performed hereunder through the date specified on the notice as the effective date of termination and b) those obligations imposed on the Provider by Sections 17 and 18 of this Agreement and/or by any other Section or provision of this Agreement that expressly survives termination.

If the Agreement is terminated pursuant to this Section, the Provider shall have no cause of action against the Court, the Board, or Delaware County, Ohio except for a cause of action for non-payment for Equipment, Monitoring, and/or Other Services provided, rendered, or performed prior to the effective

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date of termination, to recover Equipment not returned to the Provider, or other remedies as otherwise expressly provided in this Section. In no event will the Court, the Board, or Delaware County, Ohio be obligated to pay for any Equipment, Monitoring, or Other Services not actually provided, rendered, or performed by the Provider.

25. **ASSIGNMENT:** The Provider may at any time, with prior written notification to the Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or the Provider's ownership of the Equipment. The Parties agree that in the event of such sale, assignment, or transfer that the assignee or buyer shall assume all rights, benefits and obligations of the Provider under this Agreement and that such sale, assignment, or transfer shall not change the duties or obligations of the Parties under this Agreement.
26. **SUBCONTRACTING:** The Provider may, with prior written consent of the Customer, such consent not to be unreasonably withheld, subcontract any portion of this Agreement. If any portion of this Agreement is subcontracted, the Provider shall continue to act as the prime contractor for the entire Agreement, including the subcontracted portion, and shall continue to assume full responsibility for the performance of the Agreement, including the subcontracted portion. The terms of this Agreement shall be incorporated in any subcontract and the subcontractor shall be bound by all terms of this Agreement. The Provider will remain the sole point of contact and shall be ultimately responsible for the performance of the entire Agreement, including the subcontracted portion.
27. **CIVIL RIGHTS/NON-DISCRIMINATION:** 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 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 R.C. § 153.59 in the case of construction contracts by which the contractor agrees to both of the following:

A. 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, sexual orientation, transgendered status, age, disability or military status as defined in R.C. § 4112.01, 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;

B. 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, sexual orientation, transgendered status, age, disability or military status as defined in R.C. § 4112.01, 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 R.C. § 122.71(E)(1). 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 signature attached to Exhibit 2 (Non-Discrimination/Equal Opportunity/Civil Rights), by this reference made a part of and incorporated within this Agreement, the Provider certifies that it currently does and shall for the term of this Agreement comply with all of the above requirements, any and all applicable federal, state, and local laws regarding non-discrimination, equal opportunity employment, and civil rights and any applicable County policies and will not in any way discriminate.

28. **ACCESSIBILITY TO THE DISABLED/HANDICAPPED:** The Provider shall make all Equipment, Monitoring, and/or Other Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Provider shall comply with any and all federal, state, and local 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.
29. **DRUG FREE ENVIRONMENT:** The Provider agrees to comply and certifies compliance with all applicable local, state, and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Provider shall make a good faith effort to ensure that in the performance of this Agreement all of its and any of its subcontractor's board members, officials, officers, employees, agents, representatives, and/or volunteers will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
30. **ACCESS TO RECORDS:** At any time, during regular business hours, with reasonable notice, and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, the Provider shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, writings, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). The Customer and the above named parties, at no cost to the Customer, shall be permitted by the Provider to inspect, audit, make excerpts, photocopies and/or transcripts of any and all Records. Provider reserves the right to provide, and

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Customer agrees to accept, such Records, photocopies and/or transcripts in digital format.

31. **RETENTION OF RECORDS:** The Provider, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all Records. If an audit, litigation, or other action is initiated during the term of this Agreement, the Provider 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 or the three (3) years have expired, whichever is later.
32. **CERTIFICATION REGARDING FINDINGS FOR RECOVERY:** The Provider hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.
 

Derek Cassell  
Chief Executive Officer  
Track Group, Inc
33. **CERTIFICATION REGARDING PERSONAL PROPERTY TAXES:** The Provider 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.
 

Derek Cassell  
Chief Executive Officer  
Track Group, Inc
34. **COMPETITIVE BIDDING NOT REQUIRED:** Consistent with, including, but not limited to, R.C. § 307.86 and the requirements of such statute, this Agreement is not required to be competitively bid. The Court does not desire to competitively bid this contract.
35. **DRAFTING:** This Agreement shall be deemed to have been drafted by both Parties and no interpretation shall be made to the contrary.
36. **CONFLICT OF INTEREST:** The Provider is unaware of and certifies that there are no conflicts of interest, either involving it or its employees, that would prohibit the Provider from entering this Agreement and agrees to immediately notify the Customer when and if it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Agreement.
37. **WAIVER:** The Parties acknowledge and agree that any delay or failure by either Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.
38. **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 and venue. The Provider hereby irrevocable consents to such applicable law, venue, and jurisdiction.
39. **BENEFIT OF CONTRACT:** This Agreement is intended for the exclusive benefit of the Provider, the Customer, and their respective permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.
40. **PRONOUNS:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to which reference is made may require.
41. **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.
42. **HEADINGS:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.
43. **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, or via email, confirmation of receipt, to the following individuals at the following addresses and shall be effective on the date delivered:

Customer:

Karen Wadkins Fiscal Coordinator  
Delaware County Juvenile Court  
145 North Union Street, Ground Floor  
Delaware, Ohio 43105

Email: kwadkins@co.delaware.oh.us

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Provider:

Derek Cassell  
Chief Executive Officer  
Track Group, Inc  
200 East 5th Avenue Suite 100  
Naperville, Illinois 60563

Email: derek.cassell @track grp.com

44. **NO EXCLUSIVITY:** Provider shall not be the exclusive provider of the Equipment, Monitoring, and Other Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform/provide the same or similar Equipment, Monitoring, and Other Services.
45. **AUDITS:** Provider agrees to submit to audit and accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority. Provider agrees to reimburse the Court the amount of any identified audit exception.
46. **AUTHORITY:** The Board is authorized by R.C. § 307.01 to enter this Agreement.
47. **INCORPORATION OF ATTACHMENTS:** By this reference, the following attachments are hereby incorporated into and made a part of this Agreement:

**Schedules:**

- Schedule A: 2022-2023 Pricing Schedule Electronic Monitoring Products
- Schedule B: 2022-2023 Pricing Schedule and Consumable Costs
- Schedule C: 2022-2023 Pricing Schedule Replacement Costs

**Exhibits:**

- Exhibit 1: OPERS Independent Contractor Acknowledgement Form
- Exhibit 2: Non-Discrimination I Equal Opportunity I Civil Rights

**Other:**

- Federal W-9 Fo1m
48. **ENTIRE AGREEMENT:** This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the signed mutual consent and agreement of the Parties. The Customer acknowledges that on behalf of the Provider only an officer of the Provider is authorized to approve amendments to this Agreement. The Provider acknowledges that on behalf of the Customer only the Board and Court are authorized to approve amendments to this Agreement.
49. **SIGNATURES:** Any person signing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement and/or has been duly authorized by his/her principal to sign this Agreement on such principal 's behalf and by so signing has authority to bind and does bind the party he/she represents to any and all terms of this Agreement.
50. **COUNTERPARTS:** This Agreement may be executed in counterparts.
51. **SURVIVAL:** The following sections shall survive any termination of this Agreement: 4 (Grace Period; Continued Possession of Equipment), 17 (Indemnity), 18 (Infringement), 19 (Insurance), 20 (Worker's Compensation Insurance), 30 (Access to Records), 31 (Retention of Records), 38 (Governing Law), 44 (No Exclusivity), and 45 (Audits).

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

**10**

**RESOLUTION NO. 22-732**

**IN THE MATTER OF ACCEPTING AN ALLOTMENT OF TICKETS TO THE DELAWARE COUNTY FAIR FROM THE DELAWARE COUNTY AGRICULTURAL SOCIETY:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has a long history of cooperation with and support of the Delaware County Agricultural Society (the "Society") and the Delaware County Fair; and

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WHEREAS, the Society, in the spirit of continued cooperation and appreciation and in order to promote the Delaware County Fair and Delaware County as a whole, has presented Delaware County with a donated allotment of tickets to the Delaware County Fair; and

WHEREAS, the Board wishes to use the allotment of tickets for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County, all in accordance with sections 307.07(B)(6) and 307.692 of the Revised Code;

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

Section 1. The Board approves accepting this allotment of tickets to the Delaware County Fair from the Delaware County Agricultural Society.

Section 2. The Board hereby declares that the allotment of tickets is accepted for the purpose of promoting the Delaware County Fair and Delaware County as a whole by fostering county employee attendance at the Delaware County Fair, encouraging economic development within Delaware County, and promoting tourism to and within Delaware County.

Section 3. The Board hereby authorizes the Delaware County Administrator to cause distribution of said tickets to visiting dignitaries, in order to further the purposes stated in Section 2 herein, and to cause the distribution of any remaining tickets to county employees via raffle.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**11**  
**RESOLUTION NO. 22-733**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR VETERANS SERVICES:**

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

<b>Supplemental Appropriation</b>	<b>Amount</b>
10062601-5201                      Veterans Services/General Supplies & Equipment	\$5,000.00
10062601-5348                      Veterans Services/Client Services	\$70,000.00

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

**12**  
**RESOLUTION NO. 22-734**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

<b>Supplemental Appropriations</b>	
22311611-5348 Workforce Investment Act/Client Services	\$85,000
22311611-5801 Workforce Investment Act/Miscellaneous Cash Transfers	\$60,000
22411602-5348 JFS PRC/Client Services	\$75,000
22411605-5201 JFS Administration/Gen Supplies & Equip,\$1,000	\$62,000
70161605-5348 FCFC System of Care/Client Services	\$175,000
70161608-5348 FCFC Flexible Funding Pool	\$100,000
 <b>Transfer of Funds</b>	
<b>From</b>	<b>To</b>
22511607-5801 Children Services Fund/Transfer	22411604-4601 JFS Child Protection/Interfund Revenues
	\$357,355.25
22311611-5801 Workforce Investment Act/Transfers	22411601-4601 JFS Income Maintenance/Interfund Revenue
	\$206,959.15

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22411602-5801	22511607-4601	\$7,178.19
JFS PRC/Transfers	Children Services/Fund/Interfund Revenues	
10011110-5801	22511607-4601	\$412,500.00
Human Services/Interfund Cash Transfer	Children Services/Fund/Interfund Revenues	
Vote on Motion	Mr. Benton      Aye      Mrs. Lewis      Aye      Mr. Merrell      Absent	

**13**  
**RESOLUTION NO. 22-735**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT, FIRST AMENDMENTS, AND SECOND AMENDMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDERS OHIOMHAS-CORNELL ABRAXAS GROUP, LLC.; CAREGIVER’S HELPERS, INC.; AND CADENCE CARE NETWORK:**

It was moved by Mr. Benton, seconded by Mrs. Lewis 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 contracts, first amendments, and second amendments;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts, first amendments, and second amendments for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<b>OHIOMHAS-CORNELL ABRAXAS GROUP, LLC</b> 2775 State Route 39 Shelby, Ohio 44875  This Agreement in effect from 08/01/2022-06/30/2023	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)

***OHIOMHAS-CORNELL ABRAXAS GROUP, LLC:***

**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 OHIOMHAS-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 OhioMHAS-Cornell Abraxas Group, LLC (“Provider”) (“First Amendment”) is entered into this August 29, 2022.

**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 08/01/22 through 06/30/23 (“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 08/01/22 through 06/30/23.

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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 (20<sup>th</sup>) day of each month. 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](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto:Jenifer.wattenschaidt@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:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**J. 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.

**K. 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 is 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 OHIOMHAS-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 OhioMHAS-Cornell Abraxas Group, LLC (“Provider”) (“Second Amendment”) is entered into this August 29, 2022. 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 08/01/22 through 06/30/23 (“Agreement”); and,

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



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**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,

**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 C” 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](mailto: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](mailto: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 C” 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.

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**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**

**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.

**Schedule C Rate Information  
Per Diem Rates  
August 1, 2022 – June 30, 2023  
OhioMHAS-Cornell Abraxas Group, LLC**

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Abraxas Ohio General Residential (20670)	911641		\$189.69	\$17.31							\$207.00	08/01/2022	06/30/2023
Behavioral Health Unit (20732)	1907656		\$241.58	\$21.96							\$263.54	08/01/2022	06/30/2023
Emergency Care	105842		\$424.00								\$424.00	08/01/2022	06/30/2023

**Caregiver’s Helpers, Inc.:**

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Caregiver’s Helpers, Inc.</b> <b>1182 Claycroft Rd</b> <b>Gahanna, Ohio 43230</b>  <b>This Agreement in effect from 08/01/2022-06/30/2023</b>	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 CAREGIVER’S HELPERS, INC.**

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 Caregiver’s Helper, Inc. (“Provider”) (“First Amendment”) is entered into this August 29, 2022.

**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 08/01/22 through 06/30/23 (“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.

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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 08/01/22 through 06/30/23.
- 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 (20<sup>th</sup>) day of each month. 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](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto:Jenifer.wattenschaidt@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

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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.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.
- K. **Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

**Section 2 - Miscellaneous**

- A. **Exhibits to Agreement.**
  - a. Exhibit I – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
  - b. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
  - c. 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:
  - a. 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.**
  - a. 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.
  - b. 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 CAREGIVER’S HELPERS, INC..**

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 Caregiver’s Helpers, Inc. (“Provider”) (“Second Amendment”) is entered into this August 29, 2022. 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.”

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**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 08/01/22 through 06/30/23 (“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,

**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 C” 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](mailto: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](mailto: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 C” shall be substituted in all instances where “Schedule A” appears.

**Section 2 – Supplemental Terms and Conditions**

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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
- 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.

Schedule C Rate Information  
Per Diem Rates  
August 1, 2022 – June 30, 2023  
Caregiver’s Helpers, Inc.

Exceptional 2

Maintenance.	Admin	Case Mgt	Trans	Direct Service	Behavioral	Other per diem costs	Daily Rate	Age
\$108.72	33.00					11.39	\$153.11	0-10 y.0.
\$129.97	33.00					15.14	\$178.11	11-15 y o
\$148.97	33.00					15.14	\$197.11	16-18 y o
\$148.97	33.00					16.14	\$198.11	11-15+ baby
\$158.97	33.00					20.14	\$212.11	16-18 +baby

Infants/Baby rates set differently

Exceptional 1

Maintenance	Admin	Case Mgt	Trans	Dir	Beh	Other	Daily Rate	Ages
\$101.50	33.00					11.46	\$146.96	0-10 y o
\$110.11	33.00					16.85	\$159.96	11-15 y o
\$146.97	33.00					17.14	\$197.11	16-18 y o
\$146.97	33.00					18.00	\$197.97	11-15 +baby
\$158.97	33.00					20.14	\$212.11	16-18 +baby

Infants/baby rates set differently.

Special

Maintenance	Admin	Case Mgt	Transport	Direct Service	Behavioral	Other per diem costs	Daily Total	Age range
\$69.74	33.00					9.43	\$112.17	0-10 y o
\$90.99	33.00					13.18	\$137.17	11-15 y o
\$109.99	33.00					13.18	\$156.17	16-18 y o
\$90.99	33.00					13.18	\$137.17	11-15 +baby
\$109.99	33.00					13.18	\$156.17	16-18 +baby

Infants/baby rates set differently

Traditional

\$43.50	21.37					\$64.87	0-10 years
\$63.38	25.12					\$88.50	11-15 years
\$84.63	28.87					\$113.50	16-18+ years
\$94.63	35.12					\$129.75	11-15years+ baby
\$103.63	38.87					\$142.50	16-18 years+ baby

Infants/baby rates set differently.

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<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Cadence Care Network</b> <b>165 E Park Ave</b> <b>Niles, Ohio 44446</b>  <b>This Agreement in effect from</b> <b>08/01/2022-06/30/2023</b>	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 CADENCE CARE NETWORK.**

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 Cadence Care Network (“Provider”) (“First Amendment”) is entered into this August 29, 2022.

**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 08/01/22 through 06/30/23 (“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 08/01/22 through 06/30/23.  
  
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 (20<sup>th</sup>) day of each month. 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.

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**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](mailto:jeffrey.sell2@jfs.ohio.gov) and Ms. Jenifer Wattenschaidt, Business Administrator, whose email address is [Jenifer.wattenschaidt@jfs.ohio.gov](mailto:Jenifer.wattenschaidt@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.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.

**K. Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

**Section 2 - Miscellaneous**

**A. Exhibits to Agreement.**

- a. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
- b. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
- c. Exhibit IV – Rate Schedule. This is 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:

- a. OPERS Independent Contractor/Worker Acknowledgement.



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- 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.**
  - a. 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.
  - b. 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 CADENCE CARE NETWORK.**

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 Cadence Care Network (“Provider”) (“Second Amendment”) is entered into this August 29, 2022. 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 08/01/22 through 06/30/23 (“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,

**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 C” 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:

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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](mailto: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](mailto: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 C” 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
- 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.

**Schedule C Rate Information  
Per Diem Rates  
August 1, 2022 – June 30, 2023  
Cadence Care Network**

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<b>Level 1</b>				Provider #30268	
Maintenance			\$	30.00	
Administration			\$	27.01	
CaseManagement			\$	2.07	
Transportation			\$	3.14	
Other			\$	4.78	
					<b>\$ 67.00</b>
<b>Level 2</b>				Provider # 30062	
Maintenance			\$	40.00	
Administration			\$	34.22	
CaseManagement			\$	2.61	
Transportation			\$	3.97	
Other			\$	5.36	
					<b>\$ 86.16</b>
<b>Level 3</b>				Provider # 30197	
Maintenance			\$	51.00	
Administration			\$	33.40	
CaseManagement			\$	2.54	
Transportation			\$	3.87	
Other			\$	5.19	
					<b>\$ 96.00</b>
<b>LEVEL 4</b>				Provider # 30369	
Maintenance				\$65.00	
Administration				\$57.01	
CaseManagement				\$4.40	
Transportation				\$6.70	
Other				\$7.14	
					<b>\$140.25</b>

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

**14**

**RESOLUTION NO. 22-736**

**IN THE MATTER OF APPROVING CHANGE ORDERS OCO-004 AND OCO-005 TO THE CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GILBANE BUILDING COMPANY FOR THE BYXBE CAMPUS DACC REDEVELOPMENT PROJECT:**

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

WHEREAS, the Director of Facilities recommends approval of change orders OCO-004 and OCO-005;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves change orders OCO-004 and OCO-005 to the contract between the Delaware County Board of Commissioners and Gilbane Building Company for the Byxbe Campus DACC Redevelopment Project, as follows:

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Owner Change Request



August 9, 2022

Mr. Jon Melvin  
Delaware County  
Director of Facilities, Facility Management  
1405 US Highway 23 North  
Delaware, OH 43015

Reference: Delaware County Bixbe Campus DACC Redevelopment  
Subject: Request for Change  
OCO - 004: Bulletin #2 R1

Dear Mr. Melvin:

Gilbane Building Company requests authorization to proceed with the following ADDITIONAL scope of work:

Scope Description:		Cost
Bulletin #2 R1		
Hancock - Provide (22) additional bollards and (16) Anchor Bolts at the Fuel Station		\$ 11,098
Vaughn - Provide full electrical scope for Bulletin #2 R1		\$ 54,139
Igel - Provide full sitework/concrete scope of work for Bulletin #2 R1		\$ -
Green Charge - Provide labor, material, and engineering for (2) Canopies including light fixtures		\$ 153,838
Green Charge - Provide fuel station pre-engineered fuel station scope of work per Bulletin #2 R1		\$ 10,877
Cost of Construction		\$ 229,952
Bonds 0.600%		\$ 1,380
Insurance 1.00%		\$ 2,300
SDI 1.30%		\$ 2,989
Fee 1.50%		\$ 3,549
Grand Total		\$ 240,170

  

Schedule Impact ?	N
Days	

  

Funding Source?	
Owner Change	
Allowance	OA #

Sincerely,  
GILBANE BUILDING COMPANY

Charles Guy  
Project Manager

Enclosed: Subcontractor Backup

M+A Architects  
Approved by:   
Jim Lehnert, Sr. Project Manager  
Date: 8-19-2022

Delaware County  
Recommended by: \_\_\_\_\_  
Jon Melvin, Director of Facilities

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_



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

**16**

**RESOLUTION NO. 22-738**

**IN THE MATTER OF APPROVING OWNER'S AGREEMENT FOR CLARKSHAW MOORS SECTION 6A:**

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

WHEREAS, the Engineer recommends approving the Owner's Agreement for Clarkshaw Moors Section 6A;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Clarkshaw Moors Section 6A, as follows:

**OWNER'S AGREEMENT**

**PROJECT NUMBER: 22092**

**THIS AGREEMENT**, executed on this 29<sup>th</sup> day of August, between ROCKFORD HOMES, INC, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as Clarkshaw Moors Sec 6A further identified as Project Number 22092 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

**OPTIONS:**

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

**OWNER** hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

**All public improvement construction** shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **Thirty Four Thousand Dollars and No Cents (\$34,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to ten percent (10%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

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Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, "as-built" drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$563,200.00
CONSTRUCTION BOND AMOUNT	\$563,200.00
MAINTENANCE BOND AMOUNT	\$56,400.00
INSPECTION FEE DEPOSIT	\$34,000.00

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

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RESOLUTION NO. 22-739

IN THE MATTER OF RELEASING THE CONSTRUCTION BOND FOR SHEETZ-SELDOM SEEN ROAD/SAWMILL PARKWAY IMPROVEMENTS:

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

WHEREAS, the Engineer requests approval to return the construction bond being held as surety to the owners, Sheetz, Inc., for Sheetz-Seldom Seen Road/Sawmill Parkway Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and releases sureties in accordance with the Engineer's recommendations stated herein.

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

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**RESOLUTION NO. 22-740**

**IN THE MATTER OF APPROVING AN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STRUCTUREPOINT, INC., FOR DEL-TR109/TR106-2.81 BIG WALNUT ROAD/TUSSIC STREET INTERSECTION IMPROVEMENTS:**

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

WHEREAS, on December 21, 2020, the Delaware County Board of Commissioners entered into a professional services agreement with Structurepoint, Inc., for the project known as DEL-TR109/TR/106-2.81 Big Walnut Road/Tussic Street Intersection Improvements (the "Agreement"); and

WHEREAS, the County Engineer recommends approving Amendment No. 1 to the Agreement to increase the maximum total compensation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 1 to the Agreement:

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT  
DEL-TR109/TR106-2.81 BIG WALNUT ROAD/TUSSIC STREET INTERSECTION  
IMPROVEMENTS**

This Amendment No. 1 to the Agreement dated December 21, 2020, is made and entered into this 29th day of August, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Structurepoint, Inc., 2550 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Consultant") (hereinafter collectively referred to as the "Parties").

**ARTICLE 1 – AMENDMENT**

Pursuant to Section 3.1 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- A. Section 4.2 of the Agreement shall be modified to increase the maximum total compensation to Six Hundred Seventeen Thousand Two Hundred Ninety-Seven Dollars and Zero Cents (\$617,297.00).

**ARTICLE 2 – REMAINING PROVISIONS**

All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1.

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

**19**

**RESOLUTION NO. 22-741**

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

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by 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
UT2022-0137	EVERSTREAM	BERLIN STATION ROAD	FIBER OPTIC
UT2022-0138	FRONTIER	GREEN MEADOWS DRIVE	CABLE
UT2022-0139	SPECTRUM	FANCHER ROAD	CABLE
UT2022-0140	DEL-CO WATER	S. OLD 3C	WATERLINE

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

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**ADMINISTRATOR REPORTS**

Tracie Davies, County Administrator  
-No reports.

Dawn Huston, Deputy Administrator  
-Attended the CCAO Symposium last Thursday and Friday.



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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

- Attended the CEBCO virtual meeting last week.
- Attended and participated in the Land Bank meeting last Wednesday.
- Attended the 23 Connect meeting last week.

Commissioner Lewis

- Attended the CCAO Symposium last week. Heard Matt Habash of the Mid-Ohio Food Bank speak.

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**10:00 A.M. VIEWING FOR CONSIDERATION OF PROPOSED CONSTRUCTION OF IMPROVEMENTS TO BERLIN STATION ROAD (COUNTY ROAD 89) AND A NORTHERLY EXTENSION OF PIATT ROAD TO BE KNOWN AS ROLOSON-PIATT ROAD BOTH LOCATED IN BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO, AND ASSESSING THE COST THEREFOR**

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**RESOLUTION NO. 22-742**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Benton, seconded by Mrs. Lewis 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 promotion; compensation of a public employee or public official.

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

**RESOLUTION NO. 22-743**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners