

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 28, 2006

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

1. Peggy Guzzo (Liberty), Phil Panzarella (Berlin), David Jackson (Harlem) and Geraldine Cotter (Genoa), Township Trustees, came to session to encourage the Commissioners to apply for grant funds to implement an outdoor county wide warning system.

2. Commissioner Ward mentioned the merging of The Chambers of Commerce for Delaware City and the City of Powell. He is in favor of an outside Audit for both entities.

(For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-1243

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY EMA DEPARTMENT TO APPLY FOR A GRANT TO STUDY A COUNTY WIDE OUTDOOR WARNING SYSTEM:

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize the Delaware County EMA Department to apply for a grant to study a county wide outdoor warning system.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1244

IN THE MATTER OF A RESOLUTION REQUESTING OUTSIDE AUDITS OF THE DELAWARE CITY CHAMBER OF COMMERCE AND THE CITY OF POWELL CHAMBER OF COMMERCE WITH THE OFFER TO PARTICIPATE IN THE FINANCIAL COST TO BE DETERMINED AT A LATER DATE:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve a resolution requesting outside audits of the Delaware City Chamber Of Commerce and the City Of Powell Chamber Of Commerce with the offer to participate in the financial cost to be determined at a later date.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1245

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 25, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 25, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1246

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0927 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0927:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0927, memo transfers in batch numbers MTAPR0927 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO			
MORPC	CHIP 2004 Consulting	23011714-5365	\$ 7,925.00
Prosecutor	Attorney for CSEA	23711630-5301	\$ 8,000.00
Common Pleas Court 2nd	Court Contracts CSEA	23711630-5360	\$ 8,000.00
Increases			
Delaware Christian Academy	Day Care	22411610-5348	\$ 12,000.00
Kindercare Neverland	Day Care	22411610-5348	\$ 60,000.00
Ohio Dept. Job and Family	Unemployment	10011108-537037070	\$ 8,000.00
Vouchers			

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Boys Village	Residential Treatment	22511607-5342	\$ 54,166.04
Todays Learning Child	Day Care	22511607-5348	\$ 1,225.56
Todays Learning Child	Day Care	22411610-5348	\$ 9,801.18
AEP	Utility	10011105-533833802	\$ 6,250.61
US Postal Service	Postal Services	10011105-5331	\$ 10,000.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1247

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

Transfer of Appropriation

From	To	
26226302-5001	26226302-5120	
Juvenile Diversion/Compensation	Juvenile Diversion/PERS	350.00
26226302-5301	26226302-5120	
Juvenile Diversion/Professional Services	Juvenile Diversion/PERS	1,150.00
26326204-5215	26326204-5001	
Juvenile Drug/Program Supplies	Juvenile Drug/Compensation	1,100.00

Supplemental Appropriation

26126301-5301	Indigent Guardian/Professional Services	10,000.00
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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1248

IN THE MATTER OF APPROVING THE COMMERCIAL EQUIPMENT DIRECT ASSISTANCE PROGRAM (CEDAP) APPLICATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following Resolution:

WHEREAS, the Commercial Equipment Direct Assistance Program (CEDAP) provides smaller communities the opportunity to acquire commercially available equipment to prevent, deter, and respond to terrorist attacks, and;

WHEREAS, this is a competitive direct assistance program and not a grant and will provide equipment and technical assistance directly to the selected jurisdiction at no cost, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management would like to pursue this application on behalf of the Delaware Area Response Team (D.A.R.T.) for a HazmatID system, and;

WHEREAS, this system will provide the county with a ruggedized, field-portable chemical identification system customized for first responders, and;

WHEREAS, this equipment will complement existing Photoionization equipment currently used for gaseous detection;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the forwarding of this request for direct assistance and the acquisition of the HazmatID equipment.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1249

IN THE MATTER OF APPROVING A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT REQUEST:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the U.S. Department of Transportation offers Hazardous Materials Emergency Preparedness grants that provide funds for planning and training for response to spills and incidents on highways, and;

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WHEREAS, the Delaware County Office of Homeland Security and Emergency Management would like to perform a commodities flow study of the major highways in Delaware County (I-71, US Route 36 and US Route 23) to determine the number and type of hazardous substances transported through, to and from the County, and;

WHEREAS, this is a 75%/25% split grant with the County utilizing its 25% portion from in-kind services and the data received from this study will provide responders with a statistical analysis of what types of spills to prepare for;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the Delaware County Office of Homeland Security and Emergency Management to request this grant funding to provide a commodities study of Hazardous material flow on selected highways within the County.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1250

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ERGON FOR THE MANAGING WORK EXPERIENCE PROGRAM:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following contract:

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Ergon, a Division of the Alpha Group of Delaware, Inc. (hereinafter, "Ergon")(collectively, the "Parties").

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

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and Ergon is willing to provide services, or contract out for services, and Ergon is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

"Ergon" means Ergon, a Division of the Alpha Group of Delaware, Inc.

"County" means Delaware County Board of Commissioners

"Department" means the Delaware County Department of Job and Family Services (DJFS).

"Parties" means Ergon, County and Department collectively

"Workforce Investment Act (WIA) enrolled participant" means an individual who is receiving assistance through the Workforce Investment Act Program administered in Delaware County by the Department.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which Ergon will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

Ergon assures that WIA/TANF standards are met and provides services for WIA/TANF-eligible participants.

C. Obligations of Ergon

Ergon agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

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Ergon shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon Ergon's performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by Ergon to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

Ergon shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

Ergon agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$25,000.00 or (2) the amount of cash expenditures made by Ergon for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$25,000.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Ergon shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by Ergon to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

Ergon, 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, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Ergon 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.

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

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of October 1, 2006 or upon execution by the Department, whichever is later. The services of Ergon are to commence immediately and all costs allowable under the contract shall be incurred no later than, August 18, 2007.

ARTICLE VI BONDING AND INSURANCE

Ergon shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.

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- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

- A. Ergon understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, Ergon agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Ergon's performance of this Agreement. Ergon further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of Ergon's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- C. Ergon agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.
- D. Ergon shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of Ergon or any employee, agent or representative of Ergon.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by Ergon, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. Ergon shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY

Ergon agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Ergon further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

ARTICLE X ASSURANCES AND CERTIFICATIONS

Ergon assures and certifies that:

1. Ergon possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Ergon's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Ergon to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a

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program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.

3. Ergon will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. Ergon shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Ergon partnership with the Delaware County Job Network.
7. Ergon recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Ergon.
8. Ergon recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. Ergon will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. Ergon will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.
12. Ergon will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Ergon will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.
13. Ergon will, in all solicitation or advertisements for employees placed by or on behalf of Ergon, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.
14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. Ergon will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. Ergon agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or

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refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Ergon. If any participant objects to the religious character of the organization, Ergon will immediately refer the individual to the Department for an alternative provider.

18. Neither Ergon nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. Ergon will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. Ergon agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by Ergon to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, Ergon may be asked to return equipment and other fixed assets to the Department.
24. Ergon shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Ergon further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. Ergon agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Ergon further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
26. Ergon is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. Ergon will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. Ergon will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).

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30. Ergon is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. Ergon has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. Ergon certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, Ergon agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
33. Ergon will comply with all other Federal, State or local laws not enumerated herein.

ARTICLE XI CONFLICT OF INTEREST

Ergon covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. Ergon further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by Ergon. Any such interest, on the part of Ergon or its employees, when known, must be disclosed in writing to the Department.

ARTICLE XII MODIFICATIONS

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

ARTICLE XIII TERMINATION

A. Termination for the Convenience of the Department

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Ergon. Ergon shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of Ergon

Ergon may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Ergon shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an 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. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Ergon shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If Ergon or the Department 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 the Department shall be authorized in writing and signed by an authorized Department representative.

D. Loss of Funding: It is understood by Ergon that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, Ergon understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

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Ergon will hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

ARTICLE XIV Severability

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE XIII 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.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
DMA Form (HLS 0038)	Government Business and Funding Contracts

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

This contract shall be effective as of October 1, 2006.

APPENDIX I

**Statement of Work to be Performed/Proposal 2006
(For period 10/01/06 to 06/30/07)**

Statement of Need

OWF and Food Stamp recipients are required to work a specified number of hours at non-profit sites in order to receive their benefits from the Department. WEP participants need training and support services in order to help them increase their soft skills and be successful at their WEP sites and, eventually, in their positions of paid employment. The Ergon WEP Program has developed working relationships with a number of non-profit worksites. These worksites assist the WEP participants to successfully transition from welfare to work.

Target Population

WEP services will be provided to all OWF and Food Stamp participants who have been referred by the Department of Job and Family Services to the Ergon for work activities. Referrals will include a summary of any assessment work done by the Department. It is expected that at least 1,248 hours of OWF/"Cash Assistance" and "Food Stamp Only" WEP participation will be served by Ergon.

For purposes of this agreement, the "Application for Cash, Medical, and Food Stamp Assistance" serves as the required PRC application for participation in the WEP Program. The Department's PRC Plan dictates that eligibility must be re-determined at least once annually. Unless the time limit for eligibility lapses, the Contractor will not be required to determine PRC eligibility for participants who are served under this contract.

Services To Be Provided

- A. Ergon staff will assume responsibility as for managing the Work Experience Program of the Department of Job and Family Services as described herein. Duties to be performed include maintaining functional and appropriate WEP worksites and providing an appropriate range of opportunities for the WEP participants. Ergon will provide a WEP orientation twice a week at the Department of Job and Family Services including a review of documents provided by the Department, signatures required on the WEP participants Rights and Responsibilities Form, a job description for the WEP site position being utilized and completing an Emergency Release of Medical Information Form. Ergon will continue to improve upon the number and types of training opportunities, utilizing some limited for profit worksites. Any new WEP

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sites developed will be identified in the monthly reports. Ergon will maintain communication with the Department to ensure that all policies are followed with respect to WEP placements for OWF and Food Stamp participants.

- B. Ergon will create a training program for site supervisors. Two site supervisor trainings are scheduled each year, and each supervisor must attend at least one of these trainings. The training addresses issues such as documentation, dealing with difficult clients, appropriate communication for the worksite, how to deal with on-the-job injuries/incidents, and communication with case managers. In addition, Ergon will make weekly contact with all WEP worksites. This constant flow of communication will focus on the training needs, behaviors, and progress of the individual WEP participants and the needs of the specific worksite. Site supervisors will be required to complete weekly reports of the OWF recipients' progress with hours of attendance including failed hours and submit those to Ergon with the weekly attendance reports.
- C. Because of the time limits for obtaining OWF assistance, it is critical that—upon completion of the WEP assignment—OWF Work Experience participants be prepared to join the job force. Ergon will provide more intensive case management services to the OWF population, including worksite visits, and phone support. Ergon will also assist the OWF participants in addressing barriers (such as housing, food, clothing, transportation, utilities, schooling, and child care) that are hindering the clients from finding or retaining employment. Ergon will focus its case management services primarily on WEP participants who receive OWF. Ergon will place a high priority on serving these individuals and helping them toward employment and self-sufficiency. Specifically, case management support will include:
- Developing a Work Experience Plan that will improve the participant's work ethic, build skills to help the participant function successfully in the world of work, and develop skills to overcome barriers.
 - Providing retention services to include immediate follow-up, either in person or by telephone, for all "no shows."
 - Providing support and guidance to ensure that the WEP plan is achieved, or—in instances where the WEP plan is deemed unachievable—initiate a process and work with the Department to seek an amendment to the plan.
 - Regularly consult with the Department's Employment Counselor to recommend appropriate action steps such as trying other support mechanisms or sanctions. Immediately notify Department Employment Counselor of non-attendance/failed hours and follow-up with WEP participant to re-schedule for make-up of hours missed.
 - When the WEP plan is achieved, referral to the Department's Employment Counselor for further assignment.
- D. "Food Stamp Only" participants have needs that are often different from OWF recipients. These WEP participants will receive less intensive services, to include placement and reporting as well as intervention to resolve problems that may arise on the work site, or problems identified by the participants for which help is sought. Thus, for the participants receiving food stamps only, Ergon will manage their enrollment in the WEP program, assign them to worksites, and monitor their attendance. If more intensive services are needed, these will be provided on a case-by-case basis. Typically, case management support for "food stamp only" WEP workers will include:
- Providing intervention to help resolve problems that occur at the WEP site.
 - Providing guidance and support to participants who seek such assistance.
 - If/when a "food stamp only" participant indicates that he/she is prepared to join the job force, he/she will be referred to the Department's Employment Counselor for further assignment.

Role of the Delaware Co. Department of Job and Family Services

The Department will perform and provide to Ergon an initial assessment of each OWF referral, to include the following: family composition, employment history, aptitudes/skills, employment goal, child care needs and arrangements, transportation needs and arrangements, felonies or major traffic violations, highest grade completed, reading and math levels, Self Sufficiency Contract, release of information forms, and medical history (when available).

The Department will remove/sanction those participants who fail to perform in accordance with minimum acceptable program standards.

The Department has designated a key staff person to serve as a liaison with Ergon to ensure that communication flows openly and that individual problems are addressed in a timely manner and on a case-by-case basis. Ergon shares in this obligation to foster open dialog and communication.

Expected Outcomes

1. Recognizing that work experience sites need to reflect a variety of organizations and management styles along with different types of work assignments, Ergon will maintain the appropriate number of work experience sites in order to accommodate all WEP participants based upon the participants employability skill developmental needs.

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Ergon shall manage and develop the necessary number of sites, with regular visits that provide ongoing support. Ergon shall report monthly on the number of active sites currently maintained, with any new WEP sites identified in the monthly Report.

2. Initial training sessions for site supervisors will be offered during the year to train site supervisors and create synergy between the supervisors and the WEP team.
3. Recognizing that Ergon is dependent on the Department for all referrals, it is estimated that at least 1,248 hours of OWF/"Cash Assistance" and "Food Stamp Only" WEP participation will be assessed, oriented, and placed at work sites. Ergon shall report monthly on the number of WEP participants served and provide closure reporting for tracking purposes to Department Liaison. Ergon will provide weekly WEP participation hours reports including worksite supervisors documentation of all completed hours, failed hours and evidence of meeting daily supervision requirements. Ergon will only provide service to participants during the contract period.
4. For WEP participants who are OWF recipients, Ergon will monitor and measure the instances in which the WEP plan is achieved and instances in which the participant is making continued progress toward achieving the WEP plan. Also to be reported are instances in which the WEP plan has been amended to assist the WEP participant to reach the goals outlined in the Department's Self-Sufficiency Plan.

**APPENDIX II
Revised Proposed Budget
(For period 10/01/06 to 06/30/07)**

Ergon will bill a minimum of 1,248 hours at a rate of \$17.00 per hour. Ergon will hold the Department accountable to the stated minimum of 1,248 hours to be billed over the life of this contract. Any hours over the minimum will be billed at a reduced rate of \$15.00 per hour not to exceed a total maximum compensation of \$25,000.00.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request to:
Ergon \$25,000.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1251

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE GENERAL HEALTH DISTRICT FOR HELP ME GROW:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following contract:

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE GENERAL HEALTH DISTRICT AS FISCAL AND ADMINISTRATIVE AGENT OF THE
DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL

This Contract is made and entered into on the 1st day of July, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE GENERAL HEALTH DISTRICT as fiscal and administrative agent of the Delaware County Family and Children First Council, hereinafter referred to as "DGHD".

1. **PURPOSE OF CONTRACT:** The Help Me Grow program includes Welcome Home visits for newborns, Early Start, and Early Intervention services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DGHD for the implementation of Help Me Grow Services. Services being provided are detailed in the Help Me Grow Program Plan"Exhibit A".
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2006 through June 30, 2007, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DGHD for actual costs for services outlined in the Help Me Grow Program Plan document. Said reimbursement shall not exceed \$231,500. The payment for services

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provided by this Contract is contingent upon the availability of funds specifically allocated for the Help Me Grow Program.

The DGHD agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DGHD will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

5. **INDEPENDENT CONTRACTORS:** DGHD and its officers, employees, Agents, representatives, servants and volunteers shall act in performance of this Contract as an independent contractor.
6. **INFORMATION REQUIREMENTS:** The DGHD must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Help Me Grow Program administrative requirements. DGHD will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DGHD with necessary information regarding participants as specified in the Help Me Grow Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DGHD shall maintain records of services provided to Help Me Grow eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DGHD warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by DGHD to other sources of funds for the same service. In the case of overpayments, the DGHD agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DGHD shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DGHD shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DGHD shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DGHD agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the DGHD is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DGHD.
12. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The DGHD agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. **COMPLIANCE WITH HELP ME GROW REGULATIONS:** The DGHD agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Help Me Grow Program. DGHD is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DGHD and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DGHD responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

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15. **CIVIL RIGHTS:** DCDJFS and DGHD agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that DGHD will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its officers, employees, agents, representatives, servants and volunteers shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, DCDJFS and DGHD agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners, the DCDJFS is responsible for administration of the Help Me Grow Program in the County of Delaware, in the State of Ohio; as such, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Help Me Grow Funds.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DGHD will monitor the manner in which the terms of the Contract are being carried out, services delivered, and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION: TERMINATION FOR CONVENIENCE/CAUSE:**

A. Termination for the Convenience of the DCDJFS

The DCDJFS may terminate this CONTRACT when it is determined by the DCDJFS to be in its best interest to do so and/or for any reason, by giving at least seven (7) days advance notice, in writing, to DGHD. DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of DGHD

DGHD may terminate this CONTRACT at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the DCDJFS. DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this CONTRACT may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, DGHD shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If DGHD or the DCDJFS fails to perform an obligation or obligations under this CONTRACT 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 the DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

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D. **Loss of Funding:** It is understood by DGHD that availability of funds for this CONTRACT and thus this CONTRACT is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the DCDJFS, DGHD understands that changes and/or termination of this CONTRACT will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the DCDJFS.

DGHD will hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this CONTRACT due to loss of State and/or Federal funds.

22. **AMENDMENT OF CONTRACT:** This CONTRACT may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
- A The quality or extent of purchased services furnished by DGHD has been reduced or improved.
 - B The maximum unit rate has varied significantly from actual cost.
 - C DGHD fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DGHD agrees as a condition of the Contract to comply with 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) the American's with Disabilities Act (ADA) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
26. **DRUG-FREE WORKPLACE:** The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.
27. **ENTIRE AGREEMENT:** This Contract (and its Attachments) shall constitute the entire understanding and agreement between DCDJFS and DGHD, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
28. **GOVERNING LAW:** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
29. **FINDING FOR RECOVERY:** DGHD certifies that it has no outstanding findings for Recovery pending or issued against it by the State of Ohio.
30. **DMA FORM STATEMENT:** DGHD certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, DGHD agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33 (A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
31. **NOTICES:** All notices which may be required by this CONTRACT or by operation of Any rule of law shall be sent via certified mail to the following individuals at the following addresses and shall be effective on the date received:

DGHD:
Delaware General Health
Department

DCDJFS:
Delaware County Department
of Job and Family Services

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1 W. Winter St.
Delaware, Ohio 43015

140 N. Sandusky St.
Delaware, Ohio 43015

32. **ATTACHMENTS:** This CONTRACT includes the following Attachments, which by this reference are hereby made a part of this CONTRACT:

Exhibit A; Program Plan (Copy Available in the Commissioners Office until no longer of Administrative Value)

DMA Form (HLS 0038); Government Business and Funding Contracts

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1252

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND MIND LEGACY ASSOCIATES, INC. FOR THE PARENTING & MIDDLE SCHOOLER PROGRAM:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following contract:

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
MIND LEGACY ASSOCIATES INC.**

This Contract is made and entered into on the 1st day of September, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the MIND LEGACY ASSOCIATES INC. hereinafter referred to as MIND LEGACY ASSOCIATES INC..

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and MIND LEGACY ASSOCIATES INC. for support of the Parenting and Middle Schooler classes.
See "Exhibit A".
2. **AGREEMENT PERIOD:** This Contract will be effective from September 1, 2006 through December 31, 2006 inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse MIND LEGACY ASSOCIATES INC. for actual costs for classes. Said reimbursement shall not exceed \$17,270.00.
5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** MIND LEGACY ASSOCIATES INC. will provide information necessary to meet the specific fiscal and program requirements contained in the contract. This would include a quarterly and year end report of services provided and outcomes achieved.
7. **SERVICE DELIVERY RECORDS:** The MIND LEGACY ASSOCIATES INC. shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** MIND LEGACY ASSOCIATES INC. warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, MIND LEGACY ASSOCIATES INC. agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** MIND LEGACY ASSOCIATES INC. shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such

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records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.

10. **AVAILABILITY AND RETENTION OF RECORDS:** MIND LEGACY ASSOCIATES INC. shall maintain and preserve all financial, programs/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, MIND LEGACY ASSOCIATES INC. shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** MIND LEGACY ASSOCIATES INC. agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the MIND LEGACY ASSOCIATES, INC. is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of MIND LEGACY ASSOCIATES INC..
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** MIND LEGACY ASSOCIATES INC. agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

MIND LEGACY ASSOCIATES INC. agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. **SAFEGUARDING OF CLIENT:** MIND LEGACY ASSOCIATES INC. and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or MIND LEGACY ASSOCIATES INC. responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
14. **CIVIL RIGHTS:** DCDJFS and MIND LEGACY ASSOCIATES INC. agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
15. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to It Takes Two participants appeal and state hearings in accordance with State Regulations. MIND LEGACY ASSOCIATES INC. and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
16. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
17. **TERMINATION: TERMINATION FOR CONVENIENCE/CAUSE:**

A. Termination for the Convenience of the DCDJFS

The DCDJFS may terminate this CONTRACT when it is determined by the DCDJFS to be in its best interest to do so and/or for any reason, by giving at least seven (7) days advance notice, in writing, to MIND LEGACY ASSOCIATES, INC.. MIND LEGACY ASSOCIATES, INC. shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of MIND LEGACY ASSOCIATES, INC.

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MIND LEGACY ASSOCIATES, INC. may terminate this CONTRACT at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the DCDJFS. MIND LEGACY ASSOCIATES, INC. shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

- C. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this CONTRACT may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, MIND LEGACY ASSOCIATES, INC. shall be entitled to receive compensation for any services performed hereunder through the date of termination.

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, without limitation, retain the right to exercise all available

18. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
19. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
20. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by DCDJFS, through the Delaware County Commissioners and the DCDJFS.
21. **ACCESSIBILITY OF Programs TO HANDICAPPED:** MIND LEGACY ASSOCIATES INC. agrees as a condition of the Contract to comply with 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. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
22. **DRUG-FREE WORKPLACE:** MIND LEGACY ASSOCIATES INC. certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Exhibit A

Mind Legacy Associates, Inc.

172 Seatrain Drive Delaware, Ohio 43015

Ph: 740.362.5919 Fax: 740.362-0319 E:Mail Morbets@aol.com

Proposal

Rationale

Parents who are overwhelmed by the increasing pressures and responsibilities of raising preadolescent children need support and skills to ensure their success in keeping their families together. Children who are at risk for developing academic, legal and emotional problems need support and skills to manage a difficult transition in human development.

Goals and Objectives:

Parents will learn new strategies that will help them to manage the behavioral problems common in the preadolescent child.

Through support groups, which meet on a weekly basis for one hour parents will be given a supportive environment designed to help them air their concerns and difficulties as well as receive strategies from other parents and staff.

Parents and children will begin to bridge the gaps in generational beliefs and barriers through understanding, communication and problem solving.

Program Elements

Parents will receive weekly parenting classes in two hour sessions

Parents will receive weekly support groups in one hour sessions

Three of the sessions will include their children.

Children will receive weekly education which will include communication, developmental instruction, decision

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making and problem solving.

Program Element Agenda

Parenting Classes

- Session One: Re-connecting to our children: Understanding adolescents in a changing world
- Session Two: Parenting know how: What do children need? Introduction to communication skills with preadolescent children.
- Session Three: Communication skills continued
- Session Four: Self Care: Thinking Through the Feelings
- Session Five: The Mentoring Parent: The value of a teaching relationship ;Working with agencies
- Session Six: Providing nurturance, boundaries and consequences

Classes for Middle Schoolers

- Session One: Understanding me: A look at adolescence
- Session Two: What do parents want? Introduction to communicating with parents
- Session Three: Communication skills and strategies
- Session Four: What’s really bothering me? School, friendships, temptations
- Session Five: Thinking Through the Emotions: thinking skills for emotional management.
- Session Six: Goal planning: how to feel better and work toward goals

Cost

Program Development:

Writing curriculum which includes lecture materials, handouts and exercises for both parents and children for all formats including classes, support groups and training manual.

Materials:	\$400.00
Snacks:	\$350.00
Childcare for smaller children:	\$1,400.00 (includes facility rental)
Staff:	\$15,120.00 (3 staff members @ \$420.00 each per session @ 12 sessions)
Total	\$17,2710.00

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Janice Morabeto \$17,270.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1253

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CAB CO. FOR TRANSPORTATION SERVICES :

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following contract:

**2006-2007 PURCHASE OF
TRANSPORTATION SERVICE CONTRACT**

This Contract is made and entered into on this August 4, 2006 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Delaware Cab Co. (Provider).

1. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this Contract and the attached exhibits (if any), which by this reference are incorporated herein, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this Contract.
2. CONTRACT PERIOD: This Contract will be effective from September 14, 2006 through September 13, 2007 inclusive unless otherwise terminated.
3. AVAILABILITY OF FUNDS: The Provider understands and agrees that payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of state, federal, and local funding.
4. COST AND DELIVERY OF PURCHASED SERVICES: The amount to be paid for such services will be based on the following criteria established by DCDJFS. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be as follows:

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- A. Flat rate of \$4.50 anywhere within the in the city limits of the city of Delaware, Ohio.
- B. Rate of \$0.95 per mile for travel beyond the city limits of the city of Delaware, Ohio.

Provider shall submit to DCDJFS a monthly report of persons served, dates of service provided, rates charged, and required verifications.

Consistent with O.R.C. § 307.86 (D), this purchase is made by a county department of job and family services under O.R.C. § 329.04 and consists of family services duties or workforce development activities.

The total amount of this contract shall not exceed \$150,000.

5. REFERRAL AND MONITORING PROCEDURES:

DCDJFS (Delaware County Department of Job and Family Services Responsibilities):

- A. Call referral to Provider at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- B. Provide a written authorization to the Provider of people needing the Provider's service.
- C. Provide information concerning:
 - 1. When- time, date,
 - 2. Place- pick up and destination,
 - 3. Client name and applicable program,
 - 4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.

Provider (Delaware Cab Company) Responsibilities:

Provide taxi service:

- 1. On an as-needed basis (in emergencies).
- 2. On a pre-arranged schedule.

Provide services within the time lines given.

Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.

Consult with appropriate staff on issues concerning times for pick-up and drop-off.

Keep accurate records of services and send a monthly statement of services provided and charges.

Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give Provider a list of contact numbers to use should such notification be required.

6. PAYMENT FOR PURCHASED SERVICES: Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. For each service covered in this Contract, such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract. Invoices shall also include required provider verifications. Before making payment, the DCDJFS will review such invoice for completeness and all necessary information. Such review will be completed within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services. The reported expenditures are subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.

DCDJFS shall not be required to pay and the Provider understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in their Contract.

7. INDEPENDENT CONTRACTORS: The Provider understands and agrees that the Provider shall act as and provide such services for the DCDJFS and Delaware County, Ohio as an independent contractor and, as such, is not an employee of the DCDJFS, Delaware County, Ohio, or the Ohio Department of Job and Family Services. As an independent contractor, the Provider understands and agrees that it is not entitled to any of the benefits of employment with the DCDJFS, Delaware County, Ohio, or the Ohio Department of Jobs and Family Services. The Provider also understands and agrees that as an independent contractor the Provider is responsible for complying with all federal, state, and local laws, including, but not limited to, reporting of income for federal, state, and local income tax purposes; reporting for and paying self employment taxes; reporting and for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.
8. DUPLICATE BILLING: Provider warrants that claims made to DCDJFS for payment for purchased

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services shall be actual services rendered to eligible individuals and will not duplicate claims made by Provider to other sources of funds for the same services.

9. FINANCIAL RECORDS: The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. AVAILABILITY AND RETENTION OF RECORDS: Provider understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of DCDJFS's final expenditure report, whichever is later, all financial records related to this Contract, including, but not limited to, any and all documentation used by the Provider in the administration of the program and delivery of services. Likewise, the Provider understands and agrees that it shall assure that maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract for a like period of time, unless otherwise directed by the DCDJFS.
- If any litigation, action, claim, negotiation, audit, or other action involving this Contract has been initiated, filed, or started before the expiration of the six (6) year period, the Provider understands and agrees that it shall maintain and preserve all records and documents related to the performance of this Contract and shall assure that any such records or documents in the possession of a third party are maintained and preserved until the final completion of the litigation, action, claim, negotiation, audit, or other action and all issues which arise or are connected to such are resolved or until the end of the six (6) year period, whichever is later.
11. RESPONSIBILITY FOR AUDIT EXCEPTIONS: Provider understands and agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate local, state, or federal audit directly related to the provision of services under this Contract.
- (A) The Provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.
- (B) As used in this section "deceptive" means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. SAFEGUARDING OF CLIENT: Provider understands and agrees that any and all information the Provider receives from DCDJFS or by other means concerning individuals eligible for services under this Contract and/or information concerning any clients of the DCDJFS, no matter the nature, is strictly confidential. The Provider further understands and agrees that any disbursement, use or disclosure of such information is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Contract.
13. CIVIL RIGHTS: DCDJFS and Provider agree that as a condition of this contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency or provider found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
14. INDEMNITY AND INSURANCE
- (A) INDEMNITY: Provider agrees that, to the fullest extent of the law, it will at all times during the existence of this Contract, indemnify and hold the Delaware County Board of County Commissioners, the DCDJFS, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners, the DCDJFS, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Provider's performance of this Contract.

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The Provider further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners, the DCDJFS, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives by reason of or result of the Provider's performance under this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

- (B) INSURANCE: Provider agrees to contract for general liability insurance up to one million dollars (\$1,000,000.00) per occurrence and name the Delaware County Board of County Commissioners, the DCDJFS, and Delaware County as additional insureds on the insurance policy. Provider shall provide DCDJFS with a copy of such insurance policy prior to any performance required by or under this Contract.

Additionally, the Provider shall maintain insurance on any and all vehicles used in connection to the performance required by or under this Contract in compliance with the laws of the state of Ohio and in an amount adequate to protect Provider and the Delaware County Board of County Commissioners, the DCDJFS, and Delaware County and any and all of their respective officers, employees, agents, representatives, servants, and volunteers. Provider shall provide a copy of such insurance policy to DCDJFS prior to any performance required by or under this Contract.

15. TERMINATION FOR CONVENIENCE/CAUSE

- (A) TERMINATION FOR THE CONVENIENCE DCDJFS: The DCDJFS may terminate this Contract at any time and for any reason when it is determined by the DCDJFS to be in its best interest to do so by giving at least seven (7) days advance notice, in writing, to Provider. Provider shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.
- (B) TERMINATION FOR THE CONVENIENCE OF PROVIDER: Provider may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the DCDJFS. Provider shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.
- (C) BREACH OR DEFAULT OF CONTRACT: Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Provider shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

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, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If Provider or the DCDJFS fails to perform an obligation or obligations under this Contract 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 the DCDJFS shall be authorized in writing and signed by an authorized DCDJFS representative.

- (D) LOSS OF FUNDING: It is understood by Provider that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the DCDJFS, Provider understands that changes and/or termination of this Contract will be required and necessary. Such changes and/or termination will be effective on the date that the County, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the DCDJFS.

Provider will indemnify and hold harmless the Delaware County Board of County Commissioners, the DCDJFS, and Delaware County for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Contract due to loss of County, State and/or Federal funds.

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- (E) OTHER METHODS OF TERMINATION: This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this Contract. This Contract may also be terminated on the basis of adverse finding in an audit or at anytime upon seven (7) days written notice by either party.
16. PUBLICITY: In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this Contract, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
17. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The Provider agrees as a condition of the Contract to comply with 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 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the DCDJFS of Health and Human Services and termination of this Contract.
18. AMENDMENT OF CONTRACT: This Contract may be amended at anytime by a written amendment signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:
- a. The quality and extent of purchased services furnished by provider has been reduced or improved.
 - b. The maximum unit rate has varied significantly from actual cost.
 - c. The Provider fails to meet the necessary state and federal licensing requirements.
19. LIMITATIONS ON CHARGES PER PERSON AND MILEAGE: The Provider understands and agrees that it shall not duplicate the charge in the event that more than one rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client's destination and return to the cab company or next fare, whichever is shorter.
20. RESOLUTION OF DISAGREEMENT: The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:
- Level I: Supervisor/Cab Company Operator
Level II: DCDJFS Director/Cab Company Operator
21. GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
22. DMA FORM STATEMENT: Provider certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. Pursuant to R.C. § 2909.33, Provider agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.
23. AUTHORITY TO SIGN: Provider states and agrees that the individual(s) who on behalf of the Provider have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Provider and are authorized to and have authority to enter this Contract on behalf of the Provider and by so signing have authority to bind and does bind the Provider to any and all terms of this Contract.
24. NOTICES: All notices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail to the following individuals at the following addresses and shall be effective on the date received :
- | | |
|----------------------|---|
| Provider: | DCDJFS: |
| Delaware Cab Co. | Delaware County Dept of Job and Family Services |
| 9 North Union Street | 140 N. Sandusky Street |
| Delaware, Ohio 43015 | Delaware, Ohio 43015 |
25. FINDINGS FOR RECOVERY: Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
26. SEVERABILITY: If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be valid or unenforceable, the

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remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 27. GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 28. ENTIRE AGREEMENT: This Contract (and its Attachments) shall constitute the entire understanding and agreement between the DCDJFS and the Provider, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request to:
Delaware Cab \$150,000.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1254

IN THE MATTER OF ACCEPTING A VOCA/SVAA GRANT (VICTIMS OF CRIME ACT) FOR VICTIM SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

Grant #	21-445		
Source:	VOCA/SVAA -Ohio Attorney General		
Grant Period:	October 1, 2006 to September 30, 2007		
	VOCA		SVAA
Grant Request Amount:	\$22,800.00		\$2,232.00
Match (Local)	\$ 7,600.00		\$ 0.00
Total Grant Amount:	\$30,400.00		\$2,232.00

This renewal grant will provide continued funding for Victim’s Assistance programs in Delaware County.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1255

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 11:30AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1256

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 12:30PM.

Vote on Motion Mr. Ward Aye Mr. Jordan Absent Mr. Evans Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

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James D. Ward

Letha George, Clerk to the Commissioners