

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 23, 2012

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 12-189

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 16, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 16, 2012; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-190

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0222 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0222:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0222 and Procurement Card Payments in batch number PCAPR0222 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Account	Amount	Line
R1202798	COUNTY RISK SHARING	SPITZER SETTLEMENT	60111901 - 5370	\$65,000.00	0001
R1202825	ALERE TOXICOLOGY SERVICES	PROGRAM SUPPLIES	22511607 - 5215	\$5,000.00	0001
R1202825	ALERE TOXICOLOGY SERVICES	LAB TESTING	22511607 - 5342	\$5,000.00	0002
R1202846	INDUSTRIAL ENVIRONMENTAL	HAZARDOUS AREAS	66211903 - 5250	\$3,738.86	0001
R1202846	INDUSTRIAL ENVIRONMENTAL	HAZARDOUS ATMOSPHERE AREAS	66211904 - 5250	\$3,738.86	0002
R1202846	INDUSTRIAL ENVIRONMENTAL	HAZARDOUS ATMOSPHERE AREAS	66211906 - 5250	\$934.71	0003
R1202846	INDUSTRIAL ENVIRONMENTAL	HAZARDOUS ATMOSPHERE AREAS	66211907 - 5250	\$934.72	0004
R1202848	DREIER AND MALLER INC	MISC PARTS FOR VAC TRUCK	66211901 - 5228	\$2,000.00	0001
R1202848	DREIER AND MALLER INC	SERVICE AND REPAIRS TO VAC TRUCK	66211901 - 5328	\$5,000.00	0002
R1202850	DETECTION INSTRUMENTS CORP	METERS AND CALIBRATION KITS TO MONITOR OUTFALLS	66211903 - 5260	\$3,554.24	0001
R1202850	DETECTION INSTRUMENTS CORP	METERS AND CALIBRATION KITS TO MONITOR OUTFALLS	66211904 - 5260	\$3,554.24	0002
R1202850	DETECTION INSTRUMENTS CORP	METERS AND CALIBRATION KITS TO MONITOR OUTFALLS	66211906 - 5260	\$888.56	0003
R1202850	DETECTION INSTRUMENTS CORP	METERS AND CALIBRATION KITS TO MONITOR OUTFALLS	66211907 - 5260	\$888.56	0004

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Nay

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RESOLUTION NO. 12-191**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Environmental Services Department is requesting that Ed Spiers attend an HVAC System Seminar in Westerville, Ohio February 29, 2012, at no cost.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-192

**IN THE MATTER OF APPROVING THE MASTER AGREEMENT FOR RESPITE CARE
BETWEEN THE DELAWARE COUNTY JUVENILE COURT; THE BOARD OF DELAWARE
COUNTY COMMISSIONERS AND THE VILLAGE NETWORK, INC.:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the County Juvenile Court recommends approval of the Master Agreement For Respite Care With The Village Network, Inc.;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Master Agreement For Respite Care With The Village Network, Inc.

MASTER AGREEMENT FOR RESPITE CARE

This Master Agreement ("Agreement") is entered into this 23rd day of February, 2012 by and between The Village Network, Inc. ("Village Network"), an Ohio non-profit corporation, whose principal place of business is located at - 3011 Akron Road Wooster, Ohio 44691 (mailing address: P.O. Box 518, Smithville, Ohio 44677), the Delaware County Juvenile Court ("DCJC") whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015, and the Board of County Commissioners of Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 (individually "Party," collectively "Parties").

I. PURPOSE:

The purpose of this Agreement is to state the covenants and conditions under which the Village Network will furnish respite care ("Respite") for children in need of such care ("Child" or "Children").

II. TERM:

The term of this Agreement shall be inclusive of February 23, 2012 through June 30, 2013, unless otherwise terminated in accordance with the terms of this Agreement.

The term of this Agreement may be extended by written amendment to this Agreement stating that the Agreement is to be extended to a date certain. In order to be effective, any such amendment shall be signed by all Parties.

III. SUB-AGREEMENTS:

As time is of the essence in placing Children in Respite, sub-agreements ("Sub-Agreements") between Village Network, the DCJC, and the parent(s) of the Children ("Parent(s)") will be entered on an as needed basis.

General terms and conditions for placing a child in Respite are contained within this Agreement. Any and all Sub-Agreements are subject to all terms and conditions contained within this Agreement.

This Agreement is the source of funding for any and all Sub-Agreements. Rates will be set in individual Sub-Agreements, however, the maximum payment contained in this Agreement applies to the aggregate of all Sub-Agreements entered pursuant to and in connection with this Agreement.

The DCJC may enter Sub-Agreements to this Agreement, as needed, without additional approval of the Board.

By this reference any and all Sub-Agreements are incorporated into and made a part of this Agreement.

IV. SCOPE OF SERVICES:

The Village Network shall furnish Respite to Children identified in Sub-Agreements.

Respite shall be provided on the dates and times provided in the Child's Respite Care Plan ("Plan"). The Plan

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may from time to time be amended.

Respite for the Child shall be provided at the treatment foster home ("TFH") identified in the Plan.

Prior to placement in any TFH, Village Network shall assure and warrant that the TFH has obtained and, at all times while the Child is at or in the care of the TFH, that the TFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

If for any reason Respite for the Child is provided at a treatment foster home other than the TFH identified in the Plan, the Village Network shall immediately notify the DCJC and the Parent(s), both verbally and in writing, of the placement of the Child in an Alternative Treatment Foster Home ("ATFH"). Such notification shall include the name, address, and telephone number for the ATFH.

Prior to placement of the Child in any ATFH, Village Network shall assure and warrant that the ATFH has obtained and, at all times while the Child is at or in the care of the ATFH, that the ATFH maintains any and all necessary and proper licenses, permits, and/or certificates to operate as a treatment foster home.

V. FINANCIAL AGREEMENT:

A. RATES:

The DCJC agrees to pay Village Network for Respite at the rates set and established in individual and respective Sub-Agreements.

For any full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per diem rates. For any part of a day or any period of time less than a full day that the Child is in Respite with Village Network, the DCJC shall pay Village Network the per hour rate for the number of hours that the Child was placed in Respite, not to exceed the per diem rate. For any portion of an hour that a Child is in Respite with Village Network, the DCJC shall pay Village Network at the hourly rate prorated for that portion of the hour that the Child was in Respite.

The following definitions apply to this section:

1. "Hour" means sixty (60) minutes or any part thereof.
2. "Day" means twenty-four (24) hours.

B. MAXIMUM PAYMENT:

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

C. INVOICING:

Village Network shall provide proper itemized and detailed invoices to the DCJC.

"Proper Invoice" means an invoice meeting all of the following:

- Free from defects, discrepancies, errors, or other improprieties
- As applicable, shall include, but is not limited to including the following:
 - Contractor's proper name and address;
 - Contractor's federal employer identification number;
 - The purchase order number authorizing the purchase of services;
 - Invoice number;
 - Description of service performed;
 - Invoice total cost; and
 - All other information as otherwise specified and required by the DCJC.

Village Network shall support all costs by properly executed payroll, time records, invoices, contracts, vouchers, or other documentation.

Village Network shall submit hard copies of such proper invoices directly to the DCJC, as follows:

Katherine Murray
Treatment Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Payment shall be made to Village Network, under Village Network's federal employer identification

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number.

The DCJC shall have thirty (30) days after receipt of a proper invoice from Village Network to pay such invoice. The date of the warrant issued in payment shall be considered the date payment is made.

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

D. DUPLICATE BILLING:

Village Network warrants that claims made to the DCJC for payment shall be for actual services rendered and do not duplicate claims made by Village Network to other sources of funding for the same services.

E. OVERPAYMENTS:

In case of overpayments, Village Network agrees to repay the DCJC the amount of overpayment and that to which it is entitled.

VI. OBLIGATIONS OF VILLAGE NETWORK:

In addition to Respite, the Village Network shall provide the following:

1. An initial meeting with the Child's Parent(s) (optional), the network coordinator, the selected respite family, and a DCJC representative to discuss the Child's problems and family-based approaches.
2. Establish the Child's record for Respite that will be maintained by Village Network.
3. Establish on-call backup provided by Village Network on-call staff. Backup will be provided by a Master Degree level clinician.
4. Summary reports completed by the respite family after each period the child is placed in Respite.
5. Communicate any concerns, unusual incidents, or behavioral problems in providing Respite to the Child.
6. Assist in establishing a plan for the specific dates and periods of time Respite will be provided for the Child.

VII. OBLIGATIONS OF PARENT(S) AND/OR DCJC:

The Parent(s)/DCJC shall provide the following:

1. Emergency Medical Agreement.
2. Changes to Emergency Medical Agreement. The Parent(s) and/or DCJC shall inform Village Network of any change in the Emergency Medical Agreement over the course of the Child's Respite at The Village Network.
3. Provide pertinent medical, psychological, and behavioral information.
4. Provide a 24-hour emergency telephone number.
5. MACSIS Enrollment Form
6. MACSIS Residency Verification Form
7. Assessment of Youth's Needs Form

VIII. RECORDS:

A. INFORMATION REQUIREMENTS:

Village Network shall provide such information to the DCJC as is necessary to meet the specific fiscal and program requirements contained in this Agreement. This shall include regular reports, at intervals to be determined by the Parties, of services provided and outcomes achieved.

B. INDEPENDENT FINANCIAL RECORDS:

Village Network shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCJC personnel.

C. SERVICE DELIVERY RECORDS:

Village Network shall maintain records of Services provided under this Agreement. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCJC personnel.

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D. AVAILABILITY AND RETENTION OF RECORDS:

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

Village Network, 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 the performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Village Network 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.

IX. AUDIT:

A. RESPONSIBILITY FOR INDEPENDENT AUDIT:

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

B. RESPONSIBILITY FOR AUDIT EXCEPTIONS:

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

X. INDEPENDENT CONTRACTORS:

Village Network agrees that it is an independent contractor and that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Village Network and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the DCJC, the Board, or Delaware County, Ohio. Village Network assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

XI. INDEMNIFICATION:

Village Network shall provide indemnification as follows:

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

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acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

XII. INSURANCE:

A. WORKER'S COMPENSATION INSURANCE:

Village Network shall carry and maintain throughout the life of the Agreement Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed with a limit no less than one million dollars (\$1,000,000.00) each accident or occurrence.

B. GENERAL LIABILITY, VEHICLE, PROFESSIONAL INSURANCE:

Village Network shall carry and maintain throughout the life of the Agreement such comprehensive general liability insurance, vehicle insurance, and any and all applicable professional liability insurance in amounts that are required by law, are commercially reasonable for entities providing the types of services contracted for in this Agreement, and/or as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith. Insurance shall also include coverage for indemnification as described above.

The DCJC, the Board, and Delaware County, Ohio shall all be named as additional insureds on any and all such insurance policies.

C. PROOF OF INSURANCE:

Upon request, Village Network shall promptly provide to the DCJC and/or the Board evidence of the insurance required by this Agreement.

D. ADDITIONAL RIGHTS:

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

XIII. TERMINATION:

A. TERMINATION FOR CONVENIENCE:

The Parties may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other Party. Village Network 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. IMMEDIATE TERMINATION:

The DCJC may immediately terminate this Agreement if the DCJC believes or determines that any Child in Respite with Village Network is in any danger. Such termination shall be effectuated by the DCJC by giving immediate verbal and written notice of such termination to Village Network. Upon receipt of notice of such termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

C. BREACH OR DEFAULT:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. Upon such immediate termination, Village Network shall immediately return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Village Network shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

D. WAIVER:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular

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failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

E. LOSS OF FUNDING:

It is understood by Village Network that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the local, State and/or Federal governments. In the event that the local, State and/or Federal reimbursement is no longer available to the DCJC, Village Network understands that changes and/or termination of this Agreement will be required and necessary. Village Network agrees to hold harmless the Indemnified Parties for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCJC.

F. RETURN OF CHILDREN

Except where Children are immediately returned as provided herein pursuant to an immediate termination of this Agreement, upon receipt of notice of termination of this Agreement, Village Network shall work with DCJC to return all Children in Respite to the Parent(s) or take such appropriate legal action as is necessary to provide for the care and custody of the Child.

XIV. PROTECTED INFORMATION:

Village Network shall not use or disclose any information, including protected health information, concerning any Child except as directly related to the administration of this Agreement.

XV. CRIMINAL BACKGROUND CHECKS:

Prior to providing services under this Agreement, Village Network, including, but not limited to, Respite provider(s) and all of Village Network's employees having direct contact with the Children, shall submit to criminal background checks. Criminal background checks shall be preformed and provided to the DCJC at no cost to the DCJC, the Board, or the Parent(s).

The DCJC reserves the right to terminate this Agreement or refuse to allow any of Village Network's Respite provider(s) or employees having direct contact with the Children provide services where the criminal background check is unsatisfactory to the DCJC. The DCJC shall be the sole determiner of whether a criminal background check is satisfactory.

XVI. LICENSURE:

If a license, professional license, permit, certificate, or similar registration with a governmental authority (collectively "Licensure") is required to perform the services required by this Agreement, Village Network and/or anyone providing services on behalf of Village Network shall have or obtain such Licensure prior to providing the services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the life of this Agreement. Before providing the services, Village Network shall provide proof to the DCJC of valid Licensure held in the name of Village Network or anyone providing services on behalf of Village Network.

XVII. CIVIL RIGHTS:

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. Village Network shall 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 Agreement. 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 Agreement.

XVIII. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

All services provided pursuant to this Agreement shall be made accessible to the disabled/handicapped. Village Network shall 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 Agreement.

XIX. DRUG-FREE ENVIRONMENT:

Village Network shall comply and certifies compliance with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Village Network shall make a good faith effort to ensure that all of its and any of its providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in

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any way.

XX. DMA FORM STATEMENT:

Village Network 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, Village Network agrees make such certification by completing the declaration of material assistance/no assistance 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.

XXI. CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

XXII. FINDINGS FOR RECOVERY:

Village Network certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

XXIII. NOTICES:

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

DCJC/BOARD:

Katherine Murray
Treatment Coordinator
Delaware County Juvenile Court
140 North Sandusky Street, Ground Floor
Delaware, Ohio 43015

Facsimile: (740) 833-2599

VILLAGE NETWORK:

P.O. Box 518
Smithville, OH 44677

Facsimile: _____

XXIV. ASSIGNMENT:

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

XXV. SUBCONTRACTING:

Subject to all terms and conditions of this Agreement, Village Network may sub-contract any portion of this Agreement. If work is subcontracted, Village Network shall continue to act as the prime contractor for all subcontracted work/Respite and shall assume full responsibility for the performance of the subcontracted work/Respite. Village Network shall remain the sole point of contact and shall be ultimately responsible for the performance of the work/Respite.

XXVI. GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all

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legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

XXVII. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

XXVIII. ENTIRE AGREEMENT:

This Agreement, along with all of 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 the Parties.

XXIX. SIGNATURES:

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

XXX. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

SUB-AGREEMENT TO MASTER AGREEMENT FOR RESPITE CARE

This Sub-Agreement to the Master Agreement for Respite Care ("Sub-Agreement") is entered into this _____ day of _____, 20____ by and between The Village Network, Inc. ("Village Network"), an Ohio non-profit corporation, whose principal place of business is located at 3011 Akron Road Wooster, Ohio 44691 (mailing address: P.O. Box 518, Smithville, Ohio 44677), _____ ("Parent(s)", whose address is _____, and the Delaware County Juvenile Court ("DCJC"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (individually "Party," collectively "Parties").

I. PURPOSE:

The purpose of this Sub-Agreement is to state the covenants and conditions under which the Village Network will furnish respite care ("Respite") for the child identified in this Sub-Agreement ("Child") as being in need of such care.

II. TERM:

The term of this Sub-Agreement shall be inclusive of _____ through _____, unless otherwise terminated in accordance with the terms of the current Master Agreement for Respite Care ("Master Agreement") or as otherwise provided in this Sub-Agreement.

The term of this Agreement may be extended by written amendment to this Sub-Agreement stating that the Sub-Agreement is to be extended to a date certain. In order to be effective, any such amendment shall be signed by all Parties.

III. MASTER AGREEMENT:

This Sub-Agreement includes all terms and conditions contained in the Master Agreement. All terms and conditions not expressly changed by this Sub-Agreement remain unchanged from those contained in the Master Agreement.

By this Reference, the Master Agreement and all the terms and conditions contained therein are incorporated into and made a part of this Sub-Agreement.

IV. CHILD:

The Child in need of respite care is identified as follows:

CHILD'S NAME:

CHILD'S DATE OF BIRTH (DOB):

V. PARENT(S) OF CHILD:

A. PARENT NAME:

Relationship to Child:

_____ Mother _____ Father

Address:

Telephone No:

Email:

(_____)_____

B. PARENT NAME:

Relationship to Child:

_____ Mother _____ Father

Address:

Telephone No:

Email:

(_____)_____

VI. SCOPE OF SERVICES:

The Village Network shall furnish Respite to the Child in accordance with the terms and conditions of the

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Master Agreement.

Respite shall be provided on the dates and times provided in the Child's Respite Care Plan ("Plan"). The Plan, as may from time to time be amended, is attached to this Agreement as Exhibit A. By this reference, the Plan is hereby incorporated into and made a part of this Sub-Agreement.

Respite for the Child shall be provided at the treatment foster home ("TFH") identified in the Plan.

VII. ENTRUSTMENT

The Parent(s) agree to entrust the Child to the care and custody of Village Network for the purpose of Village Network providing Respite.

VIII. RATES:

Respite provided by Village Network pursuant to this Sub-Agreement shall be provided at the following rates:

- Per hour \$3.96
- Per Diem \$ 95.00

IX. MAXIMUM PAYMENT:

Not to exceed the maximum amount payable stated in the Master Agreement, the maximum amount payable pursuant to this Sub-Agreement is \$_____. It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

X. OBLIGATIONS OF VILLAGE NETWORK:

In addition to Respite, the Village Network shall perform the obligations stated in the Master Agreement.

XI. OBLIGATIONS OF PARENT(S) AND/OR DCJC:

The Parent(s)/DCJC shall provide the following:

- Emergency Medical Agreement. The Emergency Medical Agreement is attached to this Sub-Agreement as Exhibit B. By this reference, the Emergency Medical Agreement is hereby incorporated into and made a part of this Sub-Agreement.
- Changes to Emergency Medical Agreement. The Parent(s) and/or DCJC shall inform Village Network of any change in the Emergency Medical Agreement over the course of the Child's Respite at The Village Network.
- Provide pertinent medical, psychological, and behavioral information.
- Provide a 24-hour emergency telephone number.
- MACSIS Enrollment Form
- MACSIS Residency Verification Form
- Assessment of Youth's Needs Form

XII. TERMINATION:

This Sub-Agreement may be terminated for the same reasons, using the same procedures, and subject to the same conditions as the Master Agreement.

XIII. NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be delivered to the same named party representatives, using the same means, and subject to the same conditions as the Master Agreement, except that notice for the Parent(s) shall be provided as follows:

PARENT(S):

Facsimile: _____

XIV. ENTIRE AGREEMENT:

This Sub-Agreement, along with all of its attachments, and the Master Agreement, along with all of 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 the Parties.

XV. SIGNATURES:

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

XVI. EFFECT OF SIGNATURE

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Sub-Agreement.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-193

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

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

WHEREAS, the Board has before it a request from the Sheriff's Office to expend county monies for the purchase

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of new cruisers;

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

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

Section 2. The Board hereby approves the purchase of one (1) 2012 Ford Utility Police Interceptor at a cost of \$28,627.00 per vehicle and three (3) 2012 Dodge Charge Police vehicles at a cost of \$27,131.00 per vehicle.

Section 3. The Board hereby declares that the purchase of said vehicles shall be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS900912, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors under Contract # RS900912 and hereby approves the purchase order(s) From fund number 10031301-5450.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-194

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Director of Environmental Services recommends accepting the resignation of Robert Brode from the Water Reclamation Department; effective date February 24, 2012;

Therefore Be It Resolved, the Board of Commissioners accept the resignation of Robert Brode from the Water Reclamation Department; effective date February 24, 2012.

The Director of Job and Family Services recommends hiring Lance Alan Wise as a Social Services Worker III with the JFS Department; effective March 5, 2012.

Therefore Be It Resolved, the Board of Commissioners approve hiring Lance Alan Wise as a Social Services Worker III with the JFS Department; effective March 5, 2012.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Last Thursday Attended The Central Ohio Youth Center Joint Board Meeting
- Renovations Complete And Operating Again;
- DLZ Attended To Review Unexpected Plumbing Changes Orders That Occurred During Renovation
- Discussion On Long Term Funding And Viability Of The Facility

Commissioner Thompson

- The Full Board DKMM Meeting Was Here On Tuesday February 21, 2012
- Possible Grant Agreement With Ohio Mulch For Roll-Off Containers For Tire And Glass Recycling

Commissioner Stapleton

- DKMM Grant Awards Meeting: \$375,000.00 In Awards; Will Release Information To Teri Morgan
- Regional Planning Meeting Later Today
- March 7th Fracking (Oil And Gas) Meeting Hosted By Farm Bureau, OSU Extension And Soil And Water Conservation District At All Occasion Facility
- Central Ohio Youth Center Champaign County Issues
- CCAO General Meeting Next Week
- A Veterans Meeting On Friday
- Columbus Sewer Capacity
- Looking Into An Issue With Southern Townships And Annexations To Columbus

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There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners