

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2012

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

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

RESOLUTION NO. 12-1031

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 8, 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 October 8, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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

RESOLUTION NO. 12-1032

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD OCTOBER 8, 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 a special session on October 8, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-1033

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1010, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1010:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1010, memo transfers in batch numbers MTAPR1010 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
<b>PO' Increase</b>					
	Wenigs	NorthStar Repair Heater	66211911-5328	\$ 10,000.00	
<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Amount</b>	<b>Line</b>
R1205894	LIBERTY TWP FIRE DEPT	3RD QUARTER 2012 EMS RUNS	10011303 - 5345	\$62,000.06	0001
R1205944	A1 CONCRETE LEVELING INC	LEVELING AND SEALING OF SIDEWALKS AT ALUM CREEK	66611904 - 5403	\$15,000.00	0001

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R1205953	MAC TRAILER MFG INC	DUMP TRAILER FOR THE SEMI	66611903 - 5450	\$47,215.00	0001
R1205953	MAC TRAILER MFG INC	DUMP TRAILER FOR THE SEMI	66611907 - 5450	\$2,485.00	0002
R1205967	USA BLUEBOOK	ULTRASONIC TRANSIT TIME FLOWMETER	66211902 - 5450	\$7,000.00	0001

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

**RESOLUTION NO. 12-1034**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The EMS Department is requesting that Zachary Wolfe attend a Train the Trainer Alternative Fuel Vehicle Response in Indianapolis, Indiana October 17, 2012; at no cost.

The EMS Department is requesting that Timothy Alton attend a Today's Topics in Today's EMS World Seminar in Marysville, Ohio November 10, 2012; at the cost of \$25.00 (Fund Number 10011303).

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

**RESOLUTION NO. 12-1035**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 43.88 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:**

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

Whereas, on September 13, 2012, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, agent for the petitioners, of 43.88 acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 43.88 acres, more or less, in Liberty Township to the City of Powell.

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

**RESOLUTION NO. 12-1036**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY JUVENILE COURT AND ABRAXAS FOR RESIDENTIAL CARE AND TREATMENT SERVICES:**

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

Whereas, the Juvenile/Probate Court Judge and Staff recommend approval of the contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Abraxas for Residential Care and Treatment Services:

**PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of October 2012 by and between the Board of Commissioners, Delaware County, Ohio (hereinafter referred to as "BOARD"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 and whose phone number is (740) 833-2000, the Delaware County Juvenile Court (hereinafter referred to as the "AGENCY") whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 and whose phone number is (740) 833-2600 and Cornell Abraxas Group, Inc., doing business at 2775 State Route 39, Shelby, Ohio, 44875, whose phone number is 419-747-3322, a provider of residential care services (hereinafter referred to as the "PROVIDER") (hereinafter individually "Party" and collectively "Parties").

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**PREAMBLE**

WHEREAS, PROVIDER is engaged in furnishing residential care and treatment services to youth; and,

WHEREAS, the AGENCY wishes to purchase such residential care and treatment services from the PROVIDER.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual undertakings and agreement hereinafter set forth, the PARTIES agree as follows:

**I. GENERAL PROVISIONS**

A. This agreement is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery and funding of child residential treatment services to children and youth.

B. Subject to the terms and conditions set forth in this Agreement, the AGENCY agrees to purchase, and the PROVIDER agrees to furnish, appropriately licensed residential care and treatment for youth who are under the jurisdiction of the AGENCY.

C. This Agreement shall be effective from 7-1-2012 to 6-30-13 both inclusive, unless otherwise terminated.

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

**II. REFERRAL INFORMATION AND PLACEMENT**

A. The PROVIDER shall determine whether or not the child shall be accepted for service.

In order to determine acceptability for service, the AGENCY shall provide to the PROVIDER a Referral Packet, which shall include an interstate compact (if applicable), court history, previous placement history, a social summary, psychiatric/psychological records, educational records and a medical history. The AGENCY will process all necessary IV-E eligibility determination documents and forms for each client.

The AGENCY and PROVIDER shall mutually develop a Child Service Plan for services from which the AGENCY shall provide a Comprehensive Goal Plan outlining its goals for each child's placement, estimated length of stay, anticipated post placement plans, and treatment objectives, including family involvement when appropriate.

B. When the PROVIDER indicates willingness to consider the child for placement, the AGENCY shall cooperate with the PROVIDER in arranging a pre-placement visit and/or conference. The participants may include, but not be limited to, the child, parent or guardian, and AGENCY Caseworker or Probation Officer. All parties shall mutually develop a written plan to determine responsibilities and define services to be provided by the PROVIDER and/or AGENCY.

C. When the AGENCY receives official notice of acceptance from the PROVIDER, the AGENCY shall provide the PROVIDER with all medical, physical examination, medical/dental consents, a valid court order, a social security card, a birth certificate, information regarding church affiliation, and any other pertinent information as determined by the PROVIDER prior to or upon the date of placement.

D. The AGENCY shall assist the PROVIDER, when necessary, to provide each child a home for vacations, holidays and at other designated times during the child's placement. In all cases, unless specifically stated in writing, the PROVIDER shall retain responsibility for the child. For such visits prior notification to the AGENCY is required.

E. In the event of an emergency or shelter placement, all available records, reports, summaries and any other pertinent information required by the PROVIDER shall be provided by the AGENCY within the maximum of 10 working days of the date of acceptance.

F. The Child Service Plan, consistent with the requirements of the regulation promulgated by the Ohio Department of Jobs and Family Services, shall be jointly developed by the AGENCY and PROVIDER within 30 calendar days of the date of placement.

G. The AGENCY shall inform/order the appropriate school district to bear the cost of tuition during the period of placement at the Cornell Abraxas Group, Inc. and the court will forward a copy of the Journal Entry to the school district.

H. The AGENCY agrees to pay the Cornell Abraxas Group, Inc. any funds collected through the educational subsidy provided for in Section 2151.357 O.R.C.

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**III. CLOTHING**

A. The PROVIDER shall make available to the AGENCY a list of required initial clothing. At the time of placement and at the time of discharge, an inventory shall be made of the child's clothing. Such inventory shall be the basis for determining the liability of the PROVIDER and the AGENCY for the cost of the child's clothing.

B. The AGENCY shall be responsible for assuring the availability of the initial basic clothing for the child when placement occurs. If the child does not have a basic wardrobe at the time of placement, the PROVIDER may purchase such initial clothing at the AGENCY'S expense, for the child in an amount not to exceed \$300.00. The PROVIDER shall invoice the AGENCY for the actual cost of the required initial clothing within 60 days of placement.

C. It is the responsibility of the PROVIDER to maintain appropriate clothing for the child during the time of placement and to insure that the child has available at the time of discharge the equivalency in clothing as the initial clothing provided by the AGENCY.

D. If for some reason the child's clothing does not leave the AGENCY with the child at the point of discharge, it shall be the responsibility of the AGENCY to make arrangements for picking up the child's clothing within 10 working days. During that period of time, the PROVIDER is responsible for insuring the availability of such clothing to the AGENCY.

**IV. PROCEDURE FOR SECURING MEDICAL AND DENTAL SERVICES**

A. The AGENCY shall determine the scope and specifics of existing medical coverage for each child placed, and will instruct the PROVIDER at the time of placement as to the appropriate obtainment of medical and dental services.

B. The AGENCY shall be responsible for medical, dental and optical care not otherwise paid for by Medical Assistance or other third party insurance coverage.

C. All medical, dental, and optical procedures that are not routine such as surgery, orthodontic treatment, or oral surgery shall require prior approval from the AGENCY.

The PROVIDER shall submit a written estimate for any uninsured medical and dental expenses to the AGENCY. Unless the AGENCY objects to the expense within 5 working days of the receipt of the estimate, the AGENCY shall assume responsibility for payment.

In an emergency situation, the above language requiring prior approval shall not apply; however, the PROVIDER shall bring the information regarding the emergency event to the attention of the AGENCY as soon as the circumstances practicably permit.

D. In cases where it is mutually agreed that a psychological and/or psychiatric evaluation is needed, the AGENCY shall be responsible for the payment of such evaluation with its prior written approval. The PROVIDER shall use the alternative available, which will result in the lowest cost to the AGENCY.

**V. PROGRAMMATIC REPORTING:**

A. The PROVIDER shall submit to the AGENCY on at least a quarterly basis a Progress Report for each child placed pursuant to this Agreement. Such reports should, at a minimum, address the child's academic and social adjustment, and identify those special services that are being provided to assure the child's compliant behavior both during the remainder of his placement and upon his return to the home and community.

B. The PROVIDER shall submit copies to the AGENCY of any reports received relative to medical/dental examination and care which it secures for any child placed pursuant to this Agreement.

C. The PROVIDER shall advise the AGENCY on the next business day following:

1. The onset or discovery of any serious illness or injury of a child placed pursuant to this Agreement;  
or
2. A child's involvement in delinquent activity and/or a significant incident as defined by PROVIDER;  
or
3. A runaway episode

D. The PROVIDER shall submit an Aftercare Plan prior to the projected discharge of each child placed pursuant to this Agreement. This information should include the child's most recent Individualized Educational Program and psychological and/or psychiatric evaluation results.

E. When a child is actually discharged, either by plan or by the PROVIDER or the AGENCY request, the PROVIDER shall furnish to the AGENCY the following information:

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1. A complete medical report including immunizations, medications and any special medical care that has been provided for the child while in the PROVIDER'S care.
2. School transcripts and credits.
3. A discharge summary which includes a description of all significant progress, regression, and events that occurred during the placement.

**VI. TRANSPORTATION**

Except as otherwise provided herein, the PROVIDER shall be responsible for all transportation costs incurred by it in fulfilling the terms of this Agreement. In the event that any transportation costs are deemed by the PROVIDER to be extraordinary, such costs shall be subject to negotiation on a case by case basis between the PROVIDER and the AGENCY.

**VII. VISIT PLANS**

- A. Visiting plans for each child shall be arranged by the PROVIDER with notification to the AGENCY, and shall be in accordance with the child's Treatment Plan and the PROVIDER'S approved Visitation Calendar and Court Orders.
- B. AGENCY Caseworker/Probation Officers and approved family members are encouraged to visit children frequently.
- C. Appropriate arrangements shall be made with the PROVIDER prior to visits.

**VIII. RUNAWAY**

- A. Definition

When a child voluntarily absents himself/herself from the supervision of the PROVIDER he/she is to be considered a runaway.

- B. Notification

It is the responsibility of the PROVIDER to notify all appropriate parties, including the AGENCY and police, when a child runs away. Such notice shall be given orally to the AGENCY within 24 hours to be followed by a written notice within 72 hours. It is also the responsibility of the PROVIDER to give appropriate oral and written notice, as defined above, when the child is found or returned to the PROVIDER'S physical custody.

- C. Discharge

When a child is a runaway, the PROVIDER shall continue to provide services to the child for seven (7) days from the time the child ran away unless either party notifies the other party that the child is to be considered discharged. When written notice is given during the seven (7) day period that the child is to be considered discharged, the PROVIDER is no longer responsible for the child and need not accept the child back into placement. At the end of seven (7) days from the initial point the child ran away, the child is to be considered discharged unless the AGENCY makes arrangements to continue the child in care.

- D. Cost of Transportation in the Event of Runaway

When a child who is still in the care of the PROVIDER is found within the county or contiguous county in which the PROVIDER facility is located, the PROVIDER shall be responsible for transportation costs for returning the child. In all other situations, the AGENCY shall be responsible for the costs of transportation. If the PROVIDER makes arrangements for the use of public transportation in returning a child who has run away, the AGENCY shall be responsible for transportation costs only when it has given prior approval. In situations where immediate action must be taken to protect the child, the AGENCY shall be responsible for the cost of public transportation if PROVIDER has made a good faith effort to secure approval before the child is returned.

**IX. OTHER UNPLANNED DISCHARGE**

- A. In cases where discharge is requested by either Party and which is not pursuant to the mutually agreed upon service plan, thirty (30) days notice is required, except in cases of emergency. An Emergency is defined as an acute behavior which is determined to be harmful to the child or endangers the integrity of the group in which the child functions.

Whether a situation is an emergency shall be determined by the facility director of the PROVIDER. In such cases when immediate discharge is requested, the PROVIDER shall provide all reasonable services to protect the child and help the AGENCY in the discharge transition.

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B. In such a case, the AGENCY is responsible for transporting the child back into the AGENCY'S physical custody from the PROVIDER'S facility (or accepting the child at the AGENCY'S office, if the PROVIDER chooses to transport the child) immediately upon their decision, or immediately when the child becomes or creates such imminent risk.

**X. EXTRAORDINARY EXPENSES**

Special services needed by the child will be discussed by the PROVIDER and the AGENCY and included in the Child Service Plan where possible. The PROVIDER shall be reimbursed for the costs of these services only with prior written approval from the AGENCY.

**XI. PAYMENTS**

The AGENCY agrees to reimburse the PROVIDER, on a monthly basis, the room, board and supervision costs. The PROVIDER agrees to bill and accept payment for those rates that are Medicaid reimbursable through the Multi-Agency Community Services Information System (MACSIS). The AGENCY agrees that the PROVIDER will bill the Medicaid reimbursable expenses through MACSIS and the payment of these services of the required match will be remitted to the AGENCY'S local Alcohol & Drug Addiction Services/Mental Health Services Board (ADAS/ADAMS). The AGENCY agrees to utilize only funds that are eligible to be Medicaid matched (State or Local).

In consideration of the services provided pursuant to this Agreement, the AGENCY shall pay the costs of services rendered on a per capita or unit of service basis for the first and all subsequent days of care, excluding the day of discharge as follows:

**Residential Services:**

Room, Board and Supervision	\$74.00 per day AOD Program
Room, Board and Supervision	\$210.00 per day Gen. Res. Program
Room, Board and Supervision	\$215.00 per day BH/SO Program
Non-Medicaid Eligible	\$210.00

The Medicaid Eligible Rate shall apply only when the child is both Medicaid eligible and the AGENCY'S payment is derived from appropriate state or local match funds.

Proper invoices for the Room, Board and Supervision will be rendered to the AGENCY by the PROVIDER by the tenth (10th) day of each month immediately following the provision of services. Invoices shall be detailed and itemized. The PROVIDER shall support all costs by properly executed payroll, time records, invoices, contracts, records, or vouchers. Defective invoices shall be returned to the PROVIDER noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice. Payment shall be made only after a proper invoice is received. The BOARD/AGENCY shall have thirty (30) days after receipt of a proper invoice from the PROVIDER to pay such invoice. The date of the warrant issued in payment shall be considered the date payment is made. The PROVIDER's payment shall not be initiated before a proper invoice is received by the BOARD/AGENCY. Payment shall be made to the PROVIDER, under the PROVIDERs federal employer identification number.

The PROVIDER will receive full Room, Board and Supervision costs during temporary absences of children due to:

1. Hospitalization;
2. Home Passes and vacations taken in accordance with the PROVIDER'S Visitation Calendar;
3. The individual Child's Treatment Plan or order of the court; and
4. RUNAWAYS not to exceed seven (7) consecutive days absence.

The maximum amount payable pursuant to this Agreement is Ten Thousand Dollars and no Cents (\$10,000.00). It is understood by the Parties that the actual amount paid may be less, based upon actual services provided.

**XII. FINANCIAL REPORTS**

A. The PROVIDER shall submit to the AGENCY on an annual basis, a financial audit in accordance with generally accepted government auditing standards, prepared by a certified public accountant for all child welfare services provided pursuant to this Agreement.

B. In addition to the financial audit, the PROVIDER shall submit information concerning its costs in such a

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manner as to allow the AGENCY to maximize its receipt of federal and state funds.

C. The disposition of private money received by the PROVIDER is solely the responsibility of its governing body and is not subject to negotiation in the establishment of a per diem under this agreement.

D. The AGENCY shall limit the Title IV-E reported reimbursement rate to the PROVIDER'S calculated and approved rate by the Ohio Department of Jobs and Family Services.

**XIII. CONFIDENTIALITY**

The PROVIDER and AGENCY, their agents and employees shall perform their respective obligation under this agreement in such a manner as to insure that records, names and identities of persons counseled, treated or rehabilitated, including all persons formally counseled, treated or rehabilitated, shall remain confidential, except as disclosure is permitted or required by law. As between the PROVIDER and the AGENCY and their agents, all information developed pursuant to the fulfillment of the terms of this Agreement shall not be considered confidential.

**XIV. GUARANTEE OF NON - DISCRIMINATION**

Both Parties agree that in the performance of this Agreement there will be no discrimination against any employee, child, client, or other person on account of race, color, sex, religious creed, ancestry, age, natural origin, or physical or mental handicaps.

**XV. INSURANCE**

A. The PROVIDER shall provide personal liability, general liability, property liability, and vehicle liability insurance, insuring the BOARD, the AGENCY, the PROVIDER and the PROVIDER'S employees who may be acting pursuant to or under this Agreement against any and all claims which may arise out of the PROVIDER's performance under the terms, conditions and provisions of this Agreement or from the use of any vehicle(s) in connection therewith.

Prior to commencement of this Agreement, the PROVIDER shall present to the AGENCY current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which the PROVIDER may or shall become legally obligated to pay as damages. The BOARD and the AGENCY shall be named as additional insureds on all such policies of insurance. The PROVIDER shall be responsible for any and all premiums for such policy(ies).

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

B. The PROVIDER 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. The PROVIDER shall be responsible for any and all premiums for such policy(ies).

**XVI. HOLD HARMLESS PROVISION - INDEMNIFICATION**

It is understood and agreed that the PROVIDER is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for all damages, injuries, including death, or losses of every description in connection with the service, which can be attributed either directly or indirectly to the PROVIDER. The PROVIDER agrees to indemnify, defend and hold completely harmless the BOARD, the AGENCY, and their respective officials, officers, boards, agents, volunteers, and employees for or on account of any damages, injuries, including death, or losses, including the cost of litigation or legal counsel, resulting from actions of the PROVIDER in fulfilling the terms of this Agreement.

**XVII. TERMINATION**

A. Convenience or Emergency

The BOARD and/or the AGENCY may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the PROVIDER. In the event of an emergency, as determined solely by the BOARD or the AGENCY, the BOARD or the AGENCY may immediately terminate this Agreement without advance notice to the PROVIDER. In either case, the PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date, depending on the circumstances of termination, specified on the notice as the effective date for such termination or on the date of termination.

B. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the

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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, the PROVIDER shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**C. Effect of Waiver of any Occurrence of Breach or Default**

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 either Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized person or a quorum of the authorized board.

**D. Final Invoice**

All contractual matters relating to the provision of the services by the PROVIDER shall, upon termination by either Party, be settled within 30 days of the date of termination by rendering of an invoice marked "final bill" by the PROVIDER to the AGENCY.

**XVIII. ACCESS TO AND RETENTION OF RECORDS**

At any time, during regular business hours, with reasonable notice and as often as the AGENCY, or other entity or individual authorized by the AGENCY may deem necessary, the PROVIDER 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 AGENCY and the above named parties shall be permitted by the PROVIDER to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

The PROVIDER, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, 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, the PROVIDER shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

**XIX. ASSIGNMENT**

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

**XX. SUBCONTRACTING**

The PROVIDER may not sub-contract any portion of this Agreement without the express written consent of the AGENCY/BOARD.

**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. The PROVIDER, 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 BOARD/AGENCY 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. DRUG FREE ENVIRONMENT**

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

**XXIII. FINDINGS FOR RECOVERY**



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

**XXIV. 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.

**XXV. LICENSES**

The PROVIDER certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the services required pursuant to this Agreement and to conduct business in the state of Ohio. The PROVIDER further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

**XXVI. 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 delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received :

**BOARD/AGENCY:**

Katherine Murray, PCC-S  
Treatment Services Department Head  
Delaware County Juvenile Court  
140 North Sandusky Street, Ground Floor  
Delaware, Ohio 43014

Fax: (740) 833-2629

**PROVIDER:**

Abraxas Ohio  
2775 State Route 39  
Shelby, Ohio 44875

Fax: 419-747-3504

**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.FORCE MAJURE**

The PROVIDER shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, act of God or the public enemy, unusually severe weather which cannot reasonably be foreseen or provided against.

**XXIX. DRAFTING**

The Parties agree that this Agreement shall be deemed to have been drafted by both Parties.

**XXX. ENTIRE AGREEMENT**

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 the Parties.

**XXXI. 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.

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

**RESOLUTION NO. 12-1037**

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2012

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR VARIOUS COUNTY OFFICES AND DEPARTMENTS:**

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

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10062601-5301	10062601-5001	
Veterans Services/Professional Services	Veterans Services/Compensation	10,500.00
21011113-5101	21011113-5001	
Economic Development/Benefits	Economic Development/Compensation	2,700.00
21011113-5301	21011113-5001	
Economic Development/Prof Services	Economic Development/Compensation	5,230.00
10011301-5001	10011107-5101	
Code Compliance/Compensation	Zoning/Insurance	10.00
10020201-5301	10020201-5101	
Clerk of Courts/Prof Services	Clerk of Courts/Benefits	5,000.00
10011108-5001	10011101-5001	
Human Resources/Compensation	Commissioners/Compensation	15,000.00
10011301-5001	10011101-5001	
Code Compliance/Compensation	Commissioners/Compensation	7,500.00
10011301-5101	10011101-5001	
Code Compliance/Benefits	Commissioners/Compensation	7,500.00
10022201-5101	10011101-5001	
Common Pleas/Benefits	Commissioners/Compensation	15,000.00
10022202-5101	10011101-5001	
Adult Court Services/Benefits	Commissioners/Compensation	10,000.00
10010101-5328	10010101-5001	
Auditor/Maintenance	Auditor/Compensation	3,000.00
10010101-5328	10010101-5120	
Auditor/Maintenance	Auditor/PERS	500.00
20410301-5101	20410301-5001	
Dog & Kennel Auditor/Insurance	Dog & Kennel Auditor/Compensation	1,000.00
20410301-5313	20410301-5001	
Dog & Kennel Auditor/Printing	Dog & Kennel Auditor/Compensation	1,600.00
25422311-5001	25422308-5001	
Pre Sentence Investigation Comp	Comm Residential/Compensation	775.00
25422311-5001	25422308-5101	
Pre Sentence Investigation Comp	Comm Residential/Compensation	593.00
25422311-5101	25422308-5101	
Pre Sentence Investigation/Insurance	Comm Residential/Benefits	132.00
25422308-5201	25422308-5001	
Comm Residential/Supplies	Comm Residential/Compensation	1,219.13
25422301-5101	25422301-5001	
Corrections Grant/Insurance	Corrections Grant/Compensation	8.00
10011303-5004	10011303-5101	
EMS/Overtime	EMS/Compensation	250,000.00
10010101-5328	10010101-5260	
Auditor/Maintenance	Auditor/Equipment	2,500.00
20110105-5320	20110105-5001	
REA/Computer Supplies	REA/Compensation	29,000.00
20110105-5320	20110105-5101	
REA/Computer Supplies	REA/Insurance	8,000.00

**Supplemental Appropriations**

40311435-5301	Hardin Ditch/Professional Services	3,800.00
40311433-5301	Midway Ditch/Professional Services	2,800.00
40311417-5301	Ruder/Toot/Professional Services	1,400.00
20411305-5001	Dog & Kennel/Compensation	3,000.00
20411305-5101	Dog & Kennel/Benefits	500.00
10011101-5001	Commissioners/Compensation	22,000.00
10011101-5101	Commissioners/Benefits	22,900.00
24820101-5101	Title Admin/Benefits	1,900.00
24820102-5101	Northpoint/Benefits	3,500.00
10031322-5319	Sheriff SRO/Reimbursement	19,460.00

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

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 11, 2012

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-Attended And Participated In A Family Children's First Council Meeting

Commissioner Thompson

-Article In Paper On Lower Than Expected Casino Revenues

Commissioner Stapleton

-No Additional Comments

RESOLUTION NO. 12-1038

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR APPOINTMENT; EMPLOYMENT;  
AND PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:17AM.

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

RESOLUTION NO. 12-1039

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:12AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

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