

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 15, 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

10:15AM Public Hearing To Address Granting Applicable Elected Representative Approval In Connection With The Issuance Of Port Authority Revenue Refunding Bonds Of The Delaware County Port Authority (Economic Development Revenue Refunding Bonds, Series 2012 The Young Men's Christian Association Of Central Ohio Project)

RESOLUTION NO. 12-1153

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 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 November 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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-1154

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director Emergency Medical Services recommends the promotion of Daniel Jividen to a Lieutenant with the EMS Department; effective November 19, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the promotion of Daniel Jividen to a Lieutenant with the EMS Department; effective November 19, 2012.

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

RESOLUTION NO. 12-1155

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1114:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1114 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Delaware Motive	Parts County Garage	10011106-5228	\$ 10,000.00
Ohio CAT	Repair at OECC Generator	66211903-5328	\$ 5,500.00
A1 Concrete Leveling	Alum Creek Sealing	66611904-5403	\$ 7,000.00
<b>Decrease</b>			
Washington Auto	Parts County Garage	10011106-5228	\$8,000.00

  

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1206198	FIRE SAFETY SERVICES INC	BLAUER BREAK-A-WAY VESTS	10011303 - 5225	\$8,250.00	0001
R1206212	LIBERTY TWP FIRE	2 <sup>ND</sup> QUARTER EMS RUNS	10011303 - 5345	\$63,578.62	0001

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R1206230	OHIO REGIONAL DEVELOPMENT CORP	Consultant for Formula	21011113 - 5301	\$6,500.00	0001
R1206243	M TECH COMPANY	TRUCK	66211901 - 5320	\$10,000.00	0001
R1206321	CRANE I SERVICES IN	STATION	66611904 - 5450	\$10,130.90	0001
R1206359	JWC ENVIRONMENTAL	REPAIR/REBUILD GRINDER	66211903 - 5328	\$15,000.00	0001

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

**RESOLUTION NO. 12-1156****IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Commissioners' Office is requesting that Commissioner Elect Gary Merrell attend the CCAO Winter Conference in Columbus, Ohio December 10-11, 2012; at the cost of \$280.00 (fund number 1001111).

The Commissioners' Office is requesting that Commissioner Stapleton, Commissioner O'Brien, Teri Morgan, Tim Hansley and Gus Comstock attend the Sunbury Big Walnut Chamber Annual Meeting at the cost of \$150.00 (fund number 10011101). (ON 11-15-12)

The Commissioners' Office is requesting that Commissioner Stapleton, Commissioner O'Brien, Commissioner Thompson, Teri Morgan, Tim Hansley, Gus Comstock and Shancie Jenkins attend the Columbus 2020 Investment Meeting in Columbus, Ohio at the cost of \$175.00 (fund number 21011113). (ON 12-7-2012)

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

**RESOLUTION NO. 12-1157****IN THE MATTER OF CANCELING THE MONDAY DECEMBER 24, 2012 COMMISSIONERS' SESSION:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to cancel the Monday December 24, 2012 Commissioners' Session.

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

**RESOLUTION NO. 12-1158****IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE JURY OFFICE:**

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3<sup>rd</sup>, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Court of Common Pleas, has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Court of Common Pleas
Office/Department:	Jury Office
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card 1:	Amy Horner
Department Coordinator:	Si Kille

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

**RESOLUTION NO. 12-1159**

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**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELLEFAIRE JCB AND CHILDREN’S HOSPITAL MEDICAL CENTER:**

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

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

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts.

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
<b>Bellefaire JCB</b> <b>22001 Fairmount Blvd.</b> <b>Shaker Heights, Ohio 44118</b>  <b>Residential Treatment      \$75,000</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
<b>Children’s Hospital Medical Center</b> <b>3333 Burnet Avenue</b> <b>Cincinnati, Ohio 45229</b>  <b>Residential Treatment      \$100,000</b>	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**SAMPLE**

**CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES**

*This Contract for the Provision of Child Placement and Related Services (hereinafter “Contract”) is entered into by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and*

*Provider:*

*(hereinafter “Provider”) whose address is:*

*Street/Mailing Address:*

*City:*  *State:*  *Zip Code:*

*(hereinafter collectively the “Parties.)*

**PURPOSE**

*This purpose of this Contract is to set forth the terms and conditions between the Parties for the provision of placement and related services for children who are in the care and custody of the Agency.*

**RECITALS**

**WHEREAS**, the Agency is responsible under Chapter 5153 of the Ohio Revised Code (ORC) for the custody and care of, and protective services for, dependent, neglected and abused children; and,

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*WHEREAS, the Agency is authorized under Chapter 5153 of the Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,*

*WHEREAS, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,*

*NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:*

**ARTICLE I  
DEFINITIONS GOVERNING THIS CONTRACT**

*The following definitions shall govern this Contract:*

A. **IV-E Allowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

B. **IV-E Unallowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

C. **IV-E Allowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.

D. **IV-E Unallowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.

E. **C.F.R.** means Code of Federal Regulations.

F. **Administration Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.

G. **Maintenance Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.

H. **Purchased Foster Case** means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.

I. **Group, Residential and Institutional Foster Care** means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.

J. **Foster Home** means a licensed private residence in which a child or children are received apart from its or their parents, guardian, or legal custodian, by an individual reimbursed for providing the child or children non-secure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child or children in the home of a person other than the child's or children's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of Foster Homes.

K. **Family Foster Home** means a foster home that is not a Specialized Foster Home.

L. **Specialized Foster Home** means a Medically Fragile Foster Home or a Treatment Foster Home.

(1) **Medically Fragile Foster Home** means a Foster Home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:

(a) Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for long-term care services, the child or children require a skilled level of care;

(b) The child or children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;

(c) The child or children require the services of a registered nurse on a daily basis;

(d) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.

(2) **Treatment Foster Home** means a Foster Home that incorporates special rehabilitative services designed to treat the specific needs of the child or children received in the Foster Home and that receives and cares for

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children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.

(3) **Treatment Foster Caregiver** means a person who has been specifically trained and certified pursuant to Rules 5101:2-5-20 to 5101:2-5-35 and 5101:2-7-02 to 5101:2-7-16 of the Ohio Administrative Code to provide treatment to children with special or exceptional needs placed in the Treatment Foster Home.

M. **Generally Accepted Accounting Principles** has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

N. **Government Auditing Standards** means generally accepted government auditing standards issued by the Comptroller General of the United States.

O. **Office of Management and Budget (OMB) Circular A-110.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.

P. **Office of Management and Budget (OMB) Circular A-122.** Cost Principles for Non-Profit Organizations.

Q. **Office of Management and Budget (OMB) Circular A-87.** Cost Principles for State, Local and Indian Tribal Governments.

**ARTICLE II  
SCOPE OF PLACEMENT SERVICES**

Provider agrees to provide placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Agency, a Title IV-E Agency, as consistent with this Contract, all current state and federal laws, all current federal and state regulations, all regulations and requirements relative to the Provider's license, accreditation, and/or certification, and all Agency policies and procedures.

**ARTICLE III  
TERM OF CONTRACT**

This Contract is in effect from:

11/15/2012

through

6/30/2013

unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the contractual termination date set forth herein above.

**ARTICLE IV  
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

A. In exchange for services satisfactorily provided as set forth herein, the Agency shall reimburse the Provider as provided herein.

B. The maximum amount payable pursuant to this Contract is:

[Redacted]

[Redacted]

Dollars and no cents.

It is understood by the Parties that the actual amount paid may be less, based upon services provided and reports received.

C. Notwithstanding Section A of this Article, the Agency agrees to pay Provider on the basis of a daily per diem for the duration of the child's placement. The amount of the daily per diem is as identified and agreed upon in each child's Individual Child Care Agreement (ICCA).

D. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA.

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E. Any changes in the daily per diem amount require prior approval and agreement of the Agency.

1) Agency may request a change in the daily per diem. Requests from the Agency for a change to the amount of the daily per diem require a response by the Provider within fifteen (15) days of receiving the request. The amount of the daily per diem for placement shall include, at a minimum, costs for clothing, allowances, incidentals, over-the-counter medications, and transportation. The Provider shall disclose all services covered by the daily per diem.

2) Provider shall provide the Agency with a sixty (60) day written notice of changes in per diem. Failure to provide the sixty (60) day notice will result in continued payment of the current per diem until sixty (60) days has lapsed.

F. The Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

G. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency agrees to pay the Provider the per diem for up to seven (7) days when the child is temporarily absent from the direct care of the Provider. If there is no plan to return the child to the placement with the Provider, the Agency will stop paying the per diem on the day the child leaves the Provider's care and/or custody. The Agency may pay the Provider for an extended period of days based on a written agreement negotiated between the Agency and the Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.

H. The Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:

1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable, and Medicaid provider number, if applicable.
2. Billing date and the billing period;
3. Name of the child, date of birth of the child, and the child's identification number as supplied by the Title IV-E Agency;
4. Admission date and discharge date, if available;
5. Agreed upon daily per diem for the following:
  - a. Maintenance
  - b. Administration
  - c. Other Direct Services
  - d. Other costs - (any other cost the Agency has agreed to participate in)

6. The daily per diem associated with the following (if applicable and agreeable to the Provider and Agency):

- a. Case Management; allowable administration cost;
- b. Transportation; allowable administration cost;
- c. Other Direct Services; allowable maintenance cost;
- d. Behavioral Health Care; non-reimbursable cost;
- e. Other Costs – (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.

I. All costs associated with care of the child and for which reimbursement is expected from the Agency shall be included in the per diem.

J. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:

1. that it has adequate funds to meet its obligations under this Contract;
2. that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and,
3. that it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Contract.

It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

**ARTICLE V  
TERMINATION, BREACH AND DEFAULT**

A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon

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written notification given thirty (30) calendar days in advance of termination sent by certified mail, return receipt requested, to the address of the terminated party shown in Article XIV or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be paid at the time of any such termination.

B. Upon receipt of notice termination pursuant to paragraph A of this Article, the provider and Agency agree that they will work in the best interests of the child or children placed with the Provider to secure alternative placements for all children affected by the termination. Under no circumstances shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).

C. Notwithstanding paragraph A of this Article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if there is a breach by the Provider of any of the provisions embodied in this Contract, if the Agency discovers any illegal or any other conduct on the part of Provider involving the health, safety or welfare of the child, if there is any violation of ARTICLE XI of the Contract, or there is a loss of funding as set forth in ARTICLE IV.

D. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.

E. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.

F. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider subsequent to the date of receipt of notice of termination.

G. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

H. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI  
PROVIDER RESPONSIBILITIES**

A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

B. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. Agency shall provide a copy of the Individual Child Care Agreement (ICCA) within five (5) days of placement.

C. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1 of the Ohio Administrative Code as it relates to this provision.

D. Provider agrees to submit a monthly invoice for services delivered to the Agency within fifteen (15) calendar days following the end of the month in which services were provided.

E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Administrator for each child no later than the fifteenth (15<sup>th</sup>) day of each month. The progress report will be based

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on the child's ICCA and case plan and should include documentation of services provided to the child (visits to the child, counseling outcomes, etc.). Failure to submit the progress report will result in a delay of payment until such time that the Provider comes into compliance.

F. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within twenty-four (24) hours or the next business day to the designated Agency emergency contact (e.g., county hotline).

G. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists:

- 1) the child is absent without leave (AWOL),
- 2) the child received emergency treatment from a medical professional,
- 3) the child is involved in a critical incident,
- 4) the child is a victim or perpetrator of an assault,
- 5) the child's medication has changed,
- 6) the child is suspended or expelled from school,
- 7) the filing of any law enforcement report involving the child, or
- 8) when physical restraint is used/applied.

The Provider will contact the Agency at the time of the incident by contacting the emergency contact for the Agency (e.g., county hotline). The Provider will also provide a written incident report to the Agency within twenty-four (24) hours of the incident. Failure to provide incident reports will result in delay of payment. The Agency reserves the right to move a child at risk without notice. The Agency will not be responsible for the per diem for that day of removal or beyond.

H. Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the thirtieth (30<sup>th</sup>) day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.

I. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.

J. Provider agrees that while Provider may have input into the development of the child's case plan services and the ICCA, any and all disputes regarding services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees that Agency is the final authority.

K. Provider agrees to provide a minimum of thirty (30) days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary within twenty (20) days following discharge.

L. Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.

M. Provider agrees to provide contact between the child and foster parent(s) (caretaker) on a weekly basis. Weekly contact shall consist of at least a minimum of two (2) face-to-face contacts per month in the child's placement.

N. The foster parents(s) (caregiver) shall prepare and keep a current written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan and submit such written record to the Agency along with the monthly progress report.

O. Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with twenty-four (24) hours of any change in the status of a foster home. Provider agrees to provide a copy of foster parent home studies upon request.

P. Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of request.

Q. Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of the Provider and substitute care setting.

R. Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.

S. If the plan determined by the Agency is to return the child to placement with the Provider, the Provider agrees to continue the per diem for a child that is absent without leave for seven (7) days. If there is no plan to return the child to the placement with the Provider, the per diem shall cease to be provided on the day the child leaves the Provider's care and/or custody.

T. Provider agrees to provide additional services as agreed to and specified in the ICCA



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(case plan) (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).

U. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider Network.

V. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

**ARTICLE VII  
INDEMNIFICATION AND INSURANCE**

A. To the fullest extent of the law and without limitation, Provider, agrees to indemnify and hold free and harmless the Agency, 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 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 Provider's performance of this Contract or the Provider's actions or omissions including, but not limited to, the performance, actions or omissions of any of the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives. Provider agrees that in the event of or should any such actions, claims, suits or demands be brought against the Indemnified Parties that Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. Provider, further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Provider, shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney fees.

B. Provider 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 acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the provider or the Provider's boards, officers, officials, employees, volunteers, agents, servants and representatives.

Provider shall provide insurance as follows:

C. Provider shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Provider shall present to the Agency current certificates of insurance, and shall maintain such insurance during and throughout the term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

1. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.

2. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this contract.

3. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.

4. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Agency, the Delaware County Board of County Commissioners, Delaware County, or its various departments, with coverage in an amount equal to that required by law and covering all sums which Provider may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars

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*(\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.*

*D. The Agency, the Board, and Delaware County, Ohio must be named as "Additional Insured" on the policies listed in paragraphs 2, 3, and 4 above.*

*E. The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.*

*F. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.*

*G. The Provider's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Provider's Insurance and shall not contribute to it.*

*H. The insurer shall provide thirty (30) days written notice to the Agency before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.*

*I. If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Agency within seven (7) calendar days of change.*

*J. During the life of the Contract, the Agency may require Provider to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.*

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

**ARTICLE VIII  
AGENCY RESPONSIBILITIES**

*A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.*

*B. Agency shall provide a copy of the case plan to the Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by the parties. The Agency also agrees to provide a copy of each child's social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement for new cases and with thirty (30) calendar days for an existing placement.*

*C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of the termination of the placement of that child.*

*D. Agency agrees to participate in periodic meetings (at least quarterly) with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency. The Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.*

*E. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten (10) calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment or transfer of records or issues concerning recovery of tuition costs by the receiving school. The Agency will work with the Provider, sending school, and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.*

*F. The Agency agrees to invite the Provider to attend all meetings to develop, amend, or modify the case plan. The Agency agrees to notify the Provider of all such meetings not less than seven (7) days in advance of the meeting.*

*G. Agency agrees to review each of the Provider's invoices for completeness before making reimbursement.*

*H. The Agency agrees to pay the Provider for all services agreed to in the Individual Child Care Agreement*

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*(ICCA) and included on any undisputed invoice received. Payment on any undisputed invoice received within the time frame specified by the Agency shall be made within forty-five (45) days of receipt of the invoice by the Agency. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.*

I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

**ARTICLE IX  
PROVIDER ASSURANCES AND CERTIFICATIONS**

A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.

E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.

F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.

G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.

H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.

I. Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. 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.

J. Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.

K. Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.

L. Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.

M. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.

**ARTICLE X  
RECORDS RETENTION REQUIREMENTS**

A. Provider agrees that all records related to this Contract, including but not limited to, documents, writings, subcontracts, invoices, records of costs, records of work performed, supporting documentation for invoices, copies of deliverables, receipts, payrolls, personnel records, client records, reports, financial records, census records, documentation of legal compliance with Ohio Administrative Code Rules, and all other information, data, or documentation relating to any and all matters covered by this Contract, produced by, used by, received by, or possessed by the Provider shall be retained, accessible, and treated according to the following terms:

(1) All records referred to in Article X, Section A shall be retained and maintained by the Provider for a minimum of three (3) years after reimbursement for services rendered under this Contract.

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(2) *If an audit, litigation, or other action is initiated during the time period of this Contract or during the period of time comprising three (30 years after reimbursement*

*for services rendered under this Contract, the Provider shall retain and maintain all records referred to in Article X, Section A, until the audit, litigation, or action is concluded and all issues are resolved or until the period of time comprising three (3) years after reimbursement for services rendered under this Contract has expired, whichever is later.*

(3) *Within a reasonable period of time not to exceed sixty (60) days, all records referred to in Article X, Section A shall be made available for inspection and/or audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, and/or any other duly authorized law enforcement officials) and the United State Department of Health and Human Services.*

(4) *Provider shall assure that all records referred to in Article X, Section A that are related to this Contract and held by third parties are retained and maintained for the same periods of time and are accessible and treated in the same manner as those held by the Provider and as provided in Article X, Section A.*

(5) *Provider shall not destroy and shall ensure that no third party destroys and of the records referred to in Article X, Section A without the prior written consent of the agency Director.*

B. *Provider agrees that, without prior permission of the Agency, 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, Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of the Agency Director.*

C. *Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.*

D. *Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty (60) days, after a written request has been made.*

**ARTICLE XI  
INDEPENDENT CONTRACTOR**

A. *Provider agrees that it shall act in performance of this Contract as an independent contractor.*

B. *Provider and the Agency agree 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 Contract.*

C. *Provider agrees that, as an independent contractor, Provider assumes all responsibility for any federal state, municipal, and/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.*

D. *Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained, are operative, and are current.*

**ARTICLE XII  
AUDITS**

A. *Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.*

B. *If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 with the Ohio Department of Job and Family Services (ODJFS). Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31<sup>st</sup> filing deadline. Provider understands and agrees that a failure to timely file the Title IV-E cost report will result in a financial penalty of fifty percent (50%) only for Title IV-E eligible children. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.*

C. *If Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant (CPA) for the Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayments of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with Ohio Revised Code Sections 5101.11 and 5101.14.10 and Ohio Administrative Code Rule 5101:2-47-01.*

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D. If through an audit of Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.

E. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:

(1) Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities."

(2) Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements."

(3) Rule 5101:2-47-26.2 of the Ohio Administrative Code: "Cost Report " Agreed Upon Procedures' engagement".

(4) JFS 029111 Single Cost Report Instructions

(5) For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.

(6) For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.

(7) Where applicable: Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.

(8) If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

**ARTICLE XIII  
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

The Agency and Provider shall have a written Grievance/Dispute Resolution process. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIV  
NOTICE**

A. All notices to the Agency which may be required by this Contract or by operation of any rule of law shall be sent to the Agency's Executive Director via certified mail, return receipt requested, as follows:

Shancie Jenkins  
Executive Director  
Delaware County Department of Job and Family Services  
140 N. Sandusky Street, 2<sup>nd</sup> Floor  
Delaware, Ohio 43015.

B. All notices to the Provider which may be required by this Contract or by operation of any rule of law shall be sent to the Provider's Executive Director via certified mail, return receipt requested, as follows:

Name:

Title:

Street/Mailing Address:

City:

State:

Zip Code:

**ARTICLE XV**

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**FINDING FOR RECOVERY**

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

**ARTICLE XVI  
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, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. §2909.33, Provider agrees to 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.*

**ARTICLE XVII  
CAMPAIGN FINANCE**

*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 Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/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 Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.*

**ARTICLE XVIII  
CONFLICTS BETWEEN DOCUMENTS**

*If a conflict exists between the provisions of this Contract and the Individual Child Care Agreement (ICCA), this Contract supersedes.*

**ARTICLE XIX  
CONSTRUCTION**

*This contract shall be governed, construed, and enforced 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.*

**ARTICLE XX  
SEVERABILITY**

*Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.*

**ARTICLE XXI  
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.*

**ARTICLE XXII  
ENTIRE AGREEMENT / AMENDMENTS**

*This writing constitutes the entire agreement between the parties with respect to all matters herein. This Contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.*

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

**RESOLUTION NO. 12-1160**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Interim Director of Delaware Communications recommends a probationary release termination of Sally Noble, effective November 5, 2012;

Therefore Be It Resolved, that the Board of Commissioners approves a probationary release termination of Sally Noble, effective November 5, 2012.

The Interim Director of 911 Communications recommends Matt Weir for (CTO) Communications Training Officer and approves the accompanying extra \$25.00 per pay; effective November 10, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve Matt Weir for (CTO) Communications Training Officer and approves the accompanying extra \$25.00 per pay; effective November 10, 2012.

The Director Emergency Medical Services recommends the accepting the resignation of Erin Parrill from the EMS Department; effective October 10, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Erin Parrill from the EMS Department; effective October 10, 2012.

The Director of Environmental Services recommends promoting Nick Eichensehr to an Electronic Maintenance Technician I with the Regional Sewer District; effective November 17, 2012;

Therefore Be It Resolved, that the Board of Commissioners promote Nick Eichensehr to an Electronic Maintenance Technician I with the Regional Sewer District; effective November 17, 2012.

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

**RESOLUTION NO. 12-1161**

**PUBLIC HEARING TO ADDRESS GRANTING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF PORT AUTHORITY REVENUE REFUNDING BONDS OF THE DELAWARE COUNTY PORT AUTHORITY (ECONOMIC DEVELOPMENT REVENUE REFUNDING BONDS, SERIES 2012 THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL OHIO PROJECT):**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to open the hearing at 10:22AM.

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

**RESOLUTION NO. 12-1162**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE GRANTING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF PORT AUTHORITY REVENUE REFUNDING BONDS OF THE DELAWARE COUNTY PORT AUTHORITY (ECONOMIC DEVELOPMENT REVENUE REFUNDING BONDS, SERIES 2012 THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL OHIO PROJECT):**

It was moved by Mr. Thompson, seconded by Mr. Stapleton to close the hearing at 10:30AM.

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

**RESOLUTION NO. 12-1163**

**RESOLUTION GRANTING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF PORT AUTHORITY REVENUE REFUNDING BONDS OF THE DELAWARE COUNTY PORT AUTHORITY:**

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

WHEREAS, The Young Men's Christian Association of Central Ohio, an Ohio nonprofit corporation (the "Borrower"), owns and operates certain facilities qualifying as "Port Authority Facilities", as defined in Section 4582.21(E) of the Ohio Revised Code, including its community branch located at 7798 North Liberty Road, Powell, Ohio 43065, in Delaware County, Ohio; and

WHEREAS, the Delaware County Port Authority (the "Issuer") anticipates issuing its Economic Development Revenue Refunding Bonds (the "Bonds") to refinance the outstanding amount of the \$21,000,000 Rickenbacker Port Authority Variable Rate Economic Development Revenue Bonds, Series 2002 (The Young Men's Christian Association of Central Ohio Project) (the "Prior Bonds") previously issued for the benefit of the Borrower. Those Prior Bonds financed improvements at Borrower's community branches located at 4515 Cosgray Road, Hilliard,

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Ohio 43026, 3600 Discovery Drive, Grove City, Ohio 43123, 555 YMCA Place, Gahanna, Ohio 43230 and 7798 North Liberty Road, Powell, Ohio 43065 (collectively, the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, the Internal Revenue Code of 1986, as amended requires that the "applicable elected representative" of the Issuer provide approval for the Bonds; and

WHEREAS, this Board is the "applicable elected representative" of the Issuer; and

WHEREAS, this Board has on this day conducted a public hearing with respect to the approval by this Board of the issuance of the Bonds after publication of notice no less than fourteen (14) days prior to the date hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners (the "Board") of the County of Delaware, Ohio (the "County"):

Section 1. This Board, as the "applicable elected representative" of the Issuer, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Bonds in the maximum principal amount not to exceed \$10,000,000 to provide for the refinancing of the Project, and to pay costs of issuance related to the Bonds. The initial owner, operator or manager of the Project is The Young Men's Christian Association of Central Ohio.

Section 2. The Bonds shall not represent or constitute a general obligation, debt or bonded indebtedness of Delaware County, Ohio, the State of Ohio or any political subdivision of the State of Ohio and the owners of the Bonds shall not have the right to have excises or taxes levied by the Delaware County Port Authority, Delaware County, Ohio or the State of Ohio or any political subdivision thereof for the payment of principal of, any premium or interest on, the Bonds. The Borrower shall be solely responsible for the repayment of the Bonds.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

4. This Resolution shall take effect and be in force immediately upon its adoption.

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

**RESOLUTION NO. 12-1164**

**A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2012 (WILLOW BROOK CHRISTIAN COMMUNITIES) IN ONE OR MORE SERIES OF THE COUNTY OF DELAWARE, OHIO, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000; PROVIDED NO ONE SERIES SHALL EXCEED \$10,000,000 IN AGGREGATE PRINCIPAL AMOUNT; AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF TRUST INDENTURES TO SECURE SUCH SERIES 2012 BONDS; AUTHORIZING TAX REGULATORY AGREEMENTS AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2012 BONDS.**

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

WHEREAS, the County of Delaware, Ohio (the "County"), a county and political subdivision in and of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), to, among other things: (i) acquire, construct, improve and equip "hospital facilities", as defined in the Act ("Hospital Facilities"), which include the facilities comprising the Existing Facilities (defined in the hereinafter defined Trust Indenture), and to acquire by lease real estate within the boundaries of the jurisdiction of the County and interests therein, including without limitation, improvements situated thereon comprising such hospital facilities; (ii) enter into lease agreements to provide for the lease of Hospital Facilities to a "nonprofit hospital agency", as defined in the Act; (iii) issue its revenue bonds for the purpose of financing and refinancing the "costs of hospital facilities", as defined in the Act, and to secure those revenue bonds by trust indentures and by the pledges and assignments of the rent paid under the lease agreements and the funds created under the trust indentures; (iv) enact this Resolution; and (v) enter into the Trust Indentures, the Leases, the Subleases and the Tax Regulatory Agreements, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, the County, at the request of Willow Brook Christian Communities, formerly known as Willow Brook Christian Communities, Inc. (the "Corporation"), previously issued its County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 1999 (Willow Brook Christian Communities, Inc. Project) in the original aggregate principal amount of \$10,770,000, which are currently outstanding in the aggregate principal amount of \$6,911,500 (the "Series 1999 Bonds"), pursuant to the terms and conditions set forth in the Amended and



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Restated Trust Indenture dated as of December 1, 2009 between the County and The Huntington National Bank, as trustee; and

WHEREAS, the County, at the request of the Corporation, previously issued its County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007 (The Centrum at Willow Brook) in the original aggregate principal amount of \$5,090,000, which are currently outstanding in the aggregate principal amount of \$4,769,500 (the "Series 2007 Centrum Bonds"), pursuant to the terms and conditions set forth in the Amended and Restated Trust Indenture dated as of December 1, 2009, between the County and The Huntington National Bank, as trustee; and

WHEREAS, the County, at the request of the Corporation, previously issued its County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2010 (Willow Brook Christian Home) in the original aggregate principal amount of \$6,798,000 which are currently outstanding in the aggregate principal amount of \$6,148,000 (the "Series 2010 Bonds" and together with the Series 1999 Bonds and the Centrum Series 2007 Bonds, the "Prior Bonds") pursuant to the terms and conditions set forth in the Trust Indenture dated as of January 1, 2010, between the County and The Huntington National Bank, as trustee; and

WHEREAS, the Corporation has requested this Board of County Commissioners (the "Board") to authorize the issuance of Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012 (Willow Brook Christian Communities) in one or more series of the County of Delaware, Ohio (the "Series 2012 Bonds"), provided that any one series of Series 2012 Bonds shall not exceed the aggregate principal amount of \$10,000,000 and each series shall constitute a separate issue for federal tax purposes, for the purpose of currently refunding the Prior Bonds; and

WHEREAS, this Board has determined, based solely on information and representations provided by the Corporation, that the refinancing of the Prior Bonds will further the public purpose of better providing for the health and welfare of the residents of the County and the State by enhancing the availability, efficiency and economy of skilled nursing care and assisted living facilities to service the residents of the County and the State, so that such Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board has determined to authorize such Series 2012 Bonds and to award the sale thereof to FirstMerit Bank, N.A. with regards to fifty percent (50%) of the principal amount of the Series 2012 Bonds, and The Huntington National Bank with regards to fifty percent (50%) of the principal amount of the Series 2012 Bonds; and

WHEREAS, it is necessary in connection with the issuance of such Series Bonds and the refinancing of the Prior Bonds to provide for the authorization of Agreements of Lease, Subleases and Trust Indentures; and

WHEREAS, it is necessary in connection with the issuance of such Series 2012 Bonds and the current refunding of the Prior Bonds to also provide for the authorization of Tax Regulatory Agreements and to authorize certain other documents in connection with the issuance of the Series 2012 Bonds;

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

Section 1. For the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of independent living facilities, nursing care and assisted living facilities constituting Hospital Facilities and services rendered thereby and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines, based solely upon representations of the Corporation, that it is necessary to and the County shall issue revenue bonds pursuant to Section 140.06, Ohio Revised Code, in the aggregate principal amount of not to exceed \$18,000,000 for the purposes set forth in the preambles hereto; provided that no one series of Series 2012 Bonds shall exceed the aggregate principal amount of \$10,000,000 and that each series shall constitute a separate issue for federal tax purposes. Such bonds shall be designated "County of Delaware, Ohio, Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012 (Willow Brook Christian Communities)" and may be issued in one or more series. Each Series 2012 Bonds shall be issued in the form and denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at a weighted average interest rate not to exceed ten percent (10.00%) per annum, and be payable on the dates, all as exactly provided in Trust Indentures hereinafter authorized. The Series 2012 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 25 years as set forth in the Trust Indentures hereinafter authorized.

Section 2. The Series 2012 Bonds shall be payable at the designated corporate trust office of The Huntington National Bank (the "Trustee"), or any successor trustee.

Section 3. Anything in this Resolution, the Series 2012 Bonds or the Trust Indentures to the contrary, the Series 2012 Bonds do not and shall not constitute general obligations, debt or bonded indebtedness or a pledge of the faith and credit of the County or the State or any political subdivision thereof, and the holders or owners of the Series 2012 Bonds are not given the right, and have no right, to have excises, ad valorem taxes or other taxes levied by the County or the State or any political subdivision thereof, for the payment of the bond service charges on such Series

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2012 Bonds. The Series 2012 Bonds shall contain a statement to that effect and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Trust Indentures herein authorized.

Section 4. At least two members of this Board be and they are hereby authorized and directed to execute on behalf of the County, Trust Indentures with the aforesaid Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2012 Bonds to their purchasers pursuant to the terms of said Trust Indentures. Said Trust Indentures shall be subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Trust Indentures, which approval shall be conclusively evidenced by the execution of said Trust Indentures as aforesaid.

Section 5. At least two members of this Board be and they are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2012 Bonds and the Trust Indentures to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2012 Bonds and Trust Indentures shall be effected, including taking all actions necessary to complete the sale of the Series 2012 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Section 6. This Board hereby determines, based on representations of the Corporation, that the leasing of the Existing Facilities from the Corporation and the subleasing of the Existing Facilities to the Corporation, which will operate the Existing Facilities, providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State of Ohio by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby.

Section 7. At least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County Agreements of Lease with the Corporation (the "Leases"), whereby the County will acquire leasehold interests in the Existing Facilities. The Leases shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Leases, which approval shall be conclusively evidenced by the execution of said Leases as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Leases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

Section 8. At least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County Subleases with the Corporation (the "Subleases"). The Subleases shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Subleases, which approval shall be conclusively evidenced by the execution of said Subleases as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Subleases will promote the public purpose stated in Section 140.02, Ohio Revised Code and the County.

Section 9. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County Tax Regulatory Agreements (the "Tax Agreements") with the Trustee and the Borrower. The Tax Agreements shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Tax Agreements, which approval shall be conclusively evidenced by the execution of said Tax Agreements as aforesaid.

Section 10. This Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2012 Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. The County Auditor, any County Commissioner, or any other officer of the County having responsibility with respect to the issuance of said Series 2012 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2012 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

Section 11. The appropriate officers of the County be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and private placement of the Series 2012 Bonds or the current refunding of the Prior Bonds, as may be required, necessary or appropriate, including, without limitation, any documents related to any interest rate hedge agreements, investment agreements, documents which are necessary or appropriate in order to ensure compliance of the Series 2012 Bonds with the Internal Revenue Code and including conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. The documents

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specifically authorized hereby shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

Section 12. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

Section 13. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

(Copies of the following agreements are available in the Commissioners' Office until no longer of administrative value; The Authorization Of Agreements Of Lease, Subleases And Trust Indentures)

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

**RESOLUTION NO. 12-1165**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE JURY COMMISSION AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE RESTITUTION AND UNCLAIMED FUNDS:**

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

**Supplemental Appropriations**

24026326-5319	Juvenile Restitution/Reimbursements	4,000.00
10110107-5801	Unclaimed Funds/Transfers	9,800.00

**Transfer of Appropriation**

<b>From</b>	<b>To</b>	
10029201-5001	10029201-5201	
Jury Commission/Compensation	Jury Commission/Supplies	1,100.00

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

- 911 Board Retreat; Discussions On An Advisory Role Vs. Governing Role
- COYC Meeting Later Today

**Commissioner Thompson**

- Attended The Veterans Day Celebrations At The Council For Older Adults

**Commissioner Stapleton**

- Attended The Red Cross Heroes Breakfast; Brian Galligher, County EMA Director, Was Recognized For His Military Services During the Natural Disaster In Japan

**RESOLUTION NO. 12-1166**

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

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

The Commissioners' Office is requesting that Commissioner Stapleton, Commissioner O'Brien and Gus Comstock attend the 2012 NAIOP Central Ohio Chapter Annual Awards in Columbus, Ohio on November 16, 2012; at the cost of \$600.00

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

**RESOLUTION NO. 12-1167**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:55AM.

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

**RESOLUTION NO. 12-1168**

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**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 11:50AM.

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

There being no further business, the meeting adjourned.

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Ken O'Brien

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Dennis Stapleton

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Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners