

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 17, 2013

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

Present:  
Ken O'Brien, President  
Dennis Stapleton, Vice President  
Gary Merrell, Commissioner

1:30 PM Viewing For Consideration Of The S. Jaynes Park Project #08-15, For Parcel 31823002007600, Site Drainage Petition Filed By John Kranjec

RESOLUTION NO. 13-629

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 13, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 13, 2013; and

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

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-630

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0613:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0613 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Keystone Richland Center	Residential Treatment	22511607-5342	\$ 11,000.00
Wenigs	OECC Water Furnace Repair	66211903-5328	\$ 10,000.00
Xylem	OECC Pump Repair Kits	66211903-5201	\$ 5,000.00
Xylem	Alum Creek Pump Repair Kits	66211904-5201	\$ 5,000.00
Xylem (add a line)	OECC Pump Repair Kits	66211903-5201	\$ 7,500.00
Xylem (add a line)	Alum Creek Pump Repair Kits	66211904-5201	\$ 7,500.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
<b>ENVIRONMENTAL SERVICES – SERVICES AND CHARGES</b>				
R1304436	QUASAR ENERGY GROUP	DISPOSAL OF MUNICIPAL SLUDGE	66211903 - 5380	\$10,500.00
R1304436	QUASAR ENERGY GROUP	DISPOSAL OF MUNICIPAL SLUDGE	66211904 - 5380	\$38,000.00
R1304436	QUASAR ENERGY GROUP	DISPOSAL OF MUNICIPAL SLUDGE	66211906 - 5380	\$355.00
R1304436	QUASAR ENERGY GROUP	DISPOSAL OF MUNICIPAL SLUDGE	66211907 - 5380	\$1,140.00

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

RESOLUTION NO. 13-631

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Department of Job and Family Services is requesting that Shancie Jenkins, Sue Ware, Angela Thomas, an Income Maintenance Supervisor, an Income Maintenance Worker III, an Income Maintenance Worker II and a Clerical Specialist attend a Collabor8 Staff Development class in Marion, OH on July 16, 2013; at the cost of \$777.80. (fund number: from state).

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

**RESOLUTION NO. 13-632**

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U13-033	AT&T	E. Powell Road	Bore road
U13-034	Consolidated Electric	David Road	Bore under road
U13-035	Consolidated Electric	Shanahan Road	Bore under road
U13-036	Consolidated Electric	Penry Road	Trench/bore road
U13-037	Consolidated Electric	Troy Road	Bore under road

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

**RESOLUTION NO. 13-633**

**IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOUBLE Z CONSTRUCTION FOR THE PROJECT KNOWN AS DEL-TR114-0.00 PART 2, ORANGE ROAD AND S.R. 315 INTERSECTION:**

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

**DEL-TR114-0.00 PART 2  
Orange Road & S.R. 315 Intersection  
Bid Opening of June 11, 2013**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Double Z Construction, Inc., the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Double Z for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Double Z Construction for the project known as DEL-TR114-0.00 Part 2, Orange Road & S.R. 315 Intersection

**CONTRACT**

THIS AGREEMENT is made this 17<sup>TH</sup> day of June, 2013 by and between **Double Z Construction, 2550 Harrison Road, Columbus, Ohio 43204**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "**DEL-TR114-0.00 Part 2, Orange Road & S.R. 315 Intersection**", and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

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The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Nine Hundred Sixty-Seven Thousand Eight Hundred Twenty-Eight Dollars and Seventy-Four Cents (\$967,828.74)**, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

**RESOLUTION NO. 13-634**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COUNTY WIDE 800 REBANDING:**

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

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
10011325-5260	10011325-5328	5,100.00
County Wide 800 Rebanding / Inventoried Equipment	County Wide 800 Rebanding / Maintenance and Repair Services	

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

**RESOLUTION NO. 13-635**

**IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:**

It was moved by Mr. Merrell, seconded by 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 for Child Care Placement providers:

<b>Child Placement Service</b>	<b>Per diem cost and per diem reimbursement for the following categories</b>
BEECHBROOK 3737 Lander Road Cleveland, OH 44124  \$15,000	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)

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<p>BAIR FOUNDATION 665 E. Dublin-Granville Rd. Suite 300 Columbus, OH 43229</p> <p>\$15,000</p>	<p>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)</p>
<p>YOUTH ADVOCATE SVCS. 825 Gradview Avenue Columbus, OH 43215</p> <p>\$15,000</p>	<p>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)</p>
<p>UNITED METHODIST CHILDREN'S HOME 1033 High Street Worthington, OH 43085</p> <p>\$15,000</p>	<p>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)</p>
<p>BELMONT PINES HOSPITAL 615 Churchill-Hubbard Road Youngstown, OH 44505</p> <p>\$15,000</p>	<p>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)</p>
<p>CHRISTIAN CHILDREN'S HOME 2685 Armstrong Road P.O. Box 765 Wooster, OH 44691</p> <p>\$15,000</p>	<p>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)</p>
<p>POMEGRANATE HEALTH SYSTEMS 765 Pierce Drive Columbus, OH 43223</p> <p>\$15,000</p>	<p>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)</p>
<p>ENA DBA NECCO CENTER 115 Private Road P.O. Box 6 Pedro, OH 45659</p> <p>\$15,000</p>	<p>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)</p>

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<p>NATIONAL YOUTH ADVOCATE 1801 Watermark Drive Columbus, OH 43215</p> <p>\$15,000</p>	<p>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)</p>
<p>NEW STORY OF OHIO 23 Walker Avenue Baltimore, MD 21208</p> <p>\$25,000</p>	<p>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)</p>
<p>SAFY 10100 Elida Road Delphos, OH 45833</p> <p>\$15,000</p>	<p>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)</p>
<p>LIFE START 142 N. High Street Gahanna, OH 43230</p> <p>\$15,000</p>	<p>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)</p>
<p>HOUSE OF NEW HOPE 8135 Mt. Vernon Road St. Louisville, OH 43071</p> <p>\$135,000</p>	<p>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)</p>
<p>FOUNDATIONS FOR LIVING 1451 Lucas Road Mansfield, OH 44905</p> <p>\$125,000</p>	<p>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)</p>
<p>THE VILLAGE NETWORK P.O. Box 518 Smithville, OH 44677</p> <p>\$470,000</p>	<p>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)</p>

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<p>TRANSITIONS FOR YOUTH 5801 St. Rt. 141 Gallipolis, OH 45631</p> <p>\$60,000</p>	<p>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)</p>
<p>ADRIEL SCHOOL P.O. Box 188 West Liberty, OH 43357</p> <p>\$240,000</p>	<p>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)</p>
<p>KIDS COUNT TOO 1616 E. Wooster Street Unit #3 Bowling Green, OH 43402</p> <p>\$38,000</p>	<p>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)</p>
<p>BUCKEYE RANCH 5665 Hoover Road Grove City, OH 43123</p> <p>\$75,000</p>	<p>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)</p>

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

**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:

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(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,

**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:

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- (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 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:

July 1, 2013

through

December 31, 2014

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:



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[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.*
- 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:*

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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 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.*

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- 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 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*

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*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 (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*

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*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 (\$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*

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*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 (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,*

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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.
- (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 (3) 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.

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**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.*
- 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*



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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  
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  
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 XVII  
CONFLICTS BETWEEN DOCUMENTS

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

**ARTICLE XIII  
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 XIX  
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 XX  
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 XXI  
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. Merrell              Aye              Mr. Stapleton              Aye              Mr. O'Brien              Aye

**RESOLUTION NO. 13-636**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR  
OLENTANGY CROSSINGS SECTION 6, PHASE 2:**

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Olentangy Crossings Section 6, Phase 2:

**Olentangy Crossings Section 6, Phase 2**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 17th day of June 2013, by and between M/I HOMES, INC. herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the OLENTANGY CROSSINGS SECTION 6, PHASE 2 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 9 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Olentangy Crossings Section 6, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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**OPTIONS:**

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$152,981.29) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (paid with previous agreement). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$0 (previously deposited) estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the

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DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 13-637**

**IN THE MATTER OF SETTING THE BID DATE AND TIME FOR DISPOSAL OF WASTEWATER PLANT BIOSOLIDS:**

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

SEALED BIDS for DISPOSAL OF WASTEWATER PLANT BIOSOLIDS will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, until 1:00 o'clock PM local time July 11, 2013, and then at said Office publicly opened and read aloud.

The Bidder shall furnish all labor and material for the disposal of biosolids from the Delaware County Regional Sewer District, Delaware County, Ohio.

THE CONTRACT DOCUMENTS may be examined during normal business hours Monday through Friday from 8:00 am to 5:00 pm at the following locations:

Delaware County Sanitary Engineer  
50 Channing Street  
Delaware, Ohio 43015

A CD containing plans, specifications, bid forms and contract documents in PDF format may be obtained

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at the office of the Delaware County Sanitary Engineer free of charge.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

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

**RESOLUTION NO. 13-638**

**IN THE MATTER OF APPROVING AN AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; DELAWARE COUNTY JUVENILE COURT AND THEMIS TRACKING SERVICES, LLC., A DISTRIBUTOR FOR SECURE ALERT, INC. CONTRACT # 2013-0001:**

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

Whereas, The Juvenile Court Judge and Staff recommend approval of a agreement with Themis Tracking Services, LLC.;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve An agreement with Themis Tracking Services, LLC.;

**AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES**

**Between**

**Board of Commissioners, Delaware County, Ohio,**

**Delaware County, Ohio Juvenile Court, and**

**Themis Tracking Services, LLC., a distributor for Secure Alert, Inc.**

**Contract # 2013-0001**

This Agreement ("Agreement") is made and entered into this 17<sup>th</sup> day of June 2013 by and between the Board of Commissioners, Delaware County, Ohio ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Juvenile Court ("Court"), whose principal place of business is located at 140 North Sandusky Street, Ground Floor, Delaware, Ohio 43015 (Board and Court collectively "Customer") and Themis Tracking Services, LLC. ("Provider"), a certified distributor for Secure Alert, Inc., a Utah corporation, whose principal place of business is located at 2703 Vestry Avenue, Cleveland, Ohio 44113, (individually "Party," collectively, "Parties").

**PRELIMINARY STATEMENTS**

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

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

**STATEMENT OF THE AGREEMENT**

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

1. **PURPOSE:** The purpose of this Agreement is to state the covenants and conditions under which the Provider will provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor offenders using GPS.
2. **TERM:**
  - I. **Effective Date:** This Agreement shall be effective as of the date the last Party signs this Agreement ("Effective Date").
  - II. **Initial Term:** The initial term of this Agreement (hereinafter "Initial Term") shall commence as of the Effective Date of this Agreement and shall continue until the earlier of (a) three (3) years after the Effective Date or (b) the date this Agreement is earlier terminated in accordance with the provisions of this Agreement.
  - III. **Renewal Term:** This Agreement may be renewed for consecutive one (1) year terms (each a "Renewal Term") subject to the same terms and conditions provided in this Agreement and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties, unless terminated

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according to the terms and conditions outlined in Section 22 of this Agreement. (The Renewal Term(s), if any, together with the Initial Term are collectively referred to hereinafter as the "Term").

IV. Continued Possession of Equipment: Notwithstanding the foregoing, continued possession of the Equipment past the end of any Term by the Customer shall obligate the Customer to payment of additional monthly payments as set forth in the attached schedule(s) (as the same may be amended from one Term to the other), until such time as the Equipment is returned to the Provider.

3. SCOPE OF SERVICES/DELIVERABLES: The Provider shall provide Equipment, Monitoring, and Other Services to the Customer as follows:

A. The Provider shall provide to the Customer certain Equipment, Monitoring, and Other Services used to track and monitor offenders using GPS as specified in the attached "Schedule: Themis Tracking Services, LLC. Equipment and Services."

B. The Provider shall provide to the Customer the straps and cuffs identified in the attached "Attachment A."

C. If the Customer elects insurance coverage, the Provider shall provide to the Customer the insurance coverage identified in the attached "Insurance Addendum" (a.k.a. "Attachment B").

4. PAYMENTS: In exchange for providing the Equipment, Monitoring, and Other Services, the Customer shall compensate the Provider at the rates set forth in attached schedule(s). The Provider will bill Customer on a monthly billing cycle. To receive payment, the Provider shall submit to the Court proper invoices for Equipment, Monitoring, and Other Services actually rendered. Such invoices shall be itemized and shall include documentation, of Equipment, Monitoring, and Other Services actually provided. Payments shall be paid by the Customer to the Provider within thirty (30) days of receipt by the Court of proper itemized invoices and any accompanying documentation. If any part of a payment is not made by Customer when due, Customer agrees to pay Provider a late charge in the amount of ten (10%) percent of each such late payment. Customer agrees to pay Provider the late charge not later than thirty (30) days following the date that the original payment was due.

5. MAXIMUM PAYMENT: The Provider agrees to accept as full payment for Equipment, Monitoring, and Other Services, all rendered in a manner satisfactory to the Customer, the lesser of the following: (1) The maximum amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) or (2) the amount of actual Equipment, Monitoring, and Other Services rendered to the Customer. It is expressly understood and agreed that in no event shall the total amount to be paid to the Provider exceed the maximum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

6. TAXES: The Customer is a political subdivision and tax exempt. The Provider therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Equipment, Monitoring, and Other Services that the Provider provides to the Customer pursuant to this Agreement. Proof of such tax status shall be provided to the Provider by the Customer upon request.

7. RATE CHANGES: Customer shall be sent written notice at least thirty (30) days in advance of any charges of rate(s) included in this Agreement. Notwithstanding any other provision of this Agreement, Customer shall have the right to immediately terminate this Agreement upon receipt of any such notice of a change in rate(s). If the Customer desires to terminate the Agreement based on such a change in rate(s), it shall provide written notice to the Provider within fifteen (15) days of its receipt of the notice of change in rate(s). Actual termination of this Agreement shall occur on a date mutually determined by the Parties. The change in rate(s) shall not take effect before such actual date of termination and the Customer shall not be charged the changed rate(s).

8. OWNERSHIP: Neither the Customer, nor the Offender, is the owner of the Equipment nor has title to the Equipment. Neither Customer, nor Offender, may sell, transfer, assign, or sub the Equipment, without the express prior written permission of the Provider. Neither the Customer, nor the Offender, may attempt to alter or otherwise tamper with the Equipment. The Customer agrees that it shall at all times keep the Equipment free from any legal process or lien whatsoever and agrees to give the Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

9. DAMAGE TO OR LOSS OF EQUIPMENT: The Customer is responsible for any and all loss or damage to, or theft of the Equipment. Damage for purposes of this Section 9 includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or at all. If the Equipment is damaged, lost or stolen while in the Customer's possession, the Customer agrees to pay the Provider the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination of whether the Equipment must be repaired or replaced shall be made by mutual agreement of the Provider and the Provider's manufacturers. Customer will be provided a detailed evaluation as to the findings of the condition of the Equipment and actions taken on any Equipment either repaired or replaced.

10. NON-DISCLOSURE OF PROPRIETARY INFORMATION: The Customer acknowledges that it may

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obtain or have access to confidential and proprietary information of the Provider that is the sole and exclusive property of the Provider or other entities or persons affiliated with the Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Except as otherwise required by law, the Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement, and to protect it with at least the same level of protection that the Customer affords its own confidential and proprietary information. Without limiting the foregoing, the Customer expressly agrees, except as otherwise required by law, that the Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of the Provider. If the Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, the Customer agrees that it shall provide the Provider with reasonable prior written notice of such request to enable the Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, the Customer shall, at the request of the Provider, either destroy or promptly deliver to the Provider all Proprietary Information, including all documents or other media containing Proprietary Information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of the Customer, and the Customer shall certify to the Provider that the Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 10 shall survive the expiration or termination of this Agreement.

11. **WARRANTY:** The Provider hereby warrants that the Equipment, Monitoring, and Other Services that it provides pursuant to this Agreement shall perform to the manufactures specifications. PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES. Customer's sole remedy against Provider for any failure whatsoever relating in any way to the use of Equipment, Monitoring, and Other Services shall be limited to the replacement of the Equipment if applicable; provided that any such failure of Equipment, Monitoring, and Other Services was not caused by any act or omission on the part of Customer. Provider agrees to transfer to Customer, to the extent permitted by law or applicable contracts, any warranties made to Provider by a manufacturer or vendor of the Equipment.

12. **INDEPENDENT CONTRACTOR:** The Provider agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. The Provider assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

13. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS:** The Customer is a public employer as defined in R.C. § 145.01(D). The Customer has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Provider for services and/or deliverables rendered and/or received under or pursuant to this Agreement. The Provider acknowledges and agrees that the Customer, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Provider is an individual or has less than four (4) employees, the Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form"). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The Customer shall retain the completed Form and immediately transmit a copy of it to OPERS.

14. **INDEMNITY:** The Provider shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, the Provider agrees to indemnify and hold free and harmless the Customer 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 the Provider's or any subcontractor's performance of this Agreement or the actions, inactions, or omissions of the Provider or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of the Provider's or any subcontractor's boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively "Contracted Parties"). The Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the 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's fees.

B. The 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,

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

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

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

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

To the fullest extent of the law and without limitation, the Provider agrees to and shall indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any infringement of any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, invention, process, article, or appliance manufactured or used in the performance of the Agreement and/or in providing the Equipment, Monitoring, and Other Services, including the use of the same by the Indemnified Parties both during and after the performance of the Agreement and/or providing the Equipment, Monitoring, and Other Services. The Provider agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Provider shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Provider further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the 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's fees.

16. **INSURANCE:** The Provider shall carry and maintain throughout the life of the Agreement 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 out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Agreement, the Provider shall present to the Court current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry 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 Provider shall be responsible for any and all premiums for such policy(ies).

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

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

17. **WORKERS COMPENSATION INSURANCE:** 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).

18. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the Provider is not responsible for any injuries, damages, or losses to the Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, or the failure to follow any instructions for or related to Monitoring Services or Other Services, other than any such injuries, damages or losses caused by the negligence of the Provider.



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19. ACKNOWLEDGEMENTS AND DISCLAIMER: The Customer agrees the following:

- A. The Customer agrees that the Equipment, Monitoring, and Other Services shall not prevent, nor are they intended to prevent, any Offender of the Customer from committing any harmful, tortuous, or illegal acts.
- B. The Customer further agrees that it may be possible for an Offender to remove The Equipment by unauthorized means.
- C. The Provider expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by an Offender while using the Equipment, as well as any liability for any acts committed by an Offender who removes the Equipment and subsequently engages in any harmful, tortuous or illegal acts.
- D. The Customer agrees that use of the Equipment and Monitoring Services shall be reserved for those Offenders of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

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

21. DEFAULT AND REMEDIES: If the Customer fails to make payments when due, if the Customer breaches any provision of this Agreement, or if the Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, the Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days prior written notice to the Customer, that the Customer return the Equipment to the Provider and that the Customer immediately pay to the Provider the remaining balance of any amounts due under this Agreement. If the Provider is required to track an Offender of the Customer to make demand on such Offender to repossess the Equipment after the notice period has expired, the Customer agrees to pay the Provider, immediately upon demand, the cost of repossession, storing, shipping, and repairing the Equipment.

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

22. TERMINATION:

- I. Termination by Either Party: This Agreement may be terminated by either Party (a) for convenience at any time and for any reason upon delivering ninety (90) days written notice to the other Party or (b) at any time, upon the mutual written consent of the Parties or (c) if a voluntary or involuntary bankruptcy, receivership, or other similar action is filed against the other Party and is not discharged within ninety (90) days after filing.
- II. Termination for Cause: This Agreement may be terminated by either Party upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement. The aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.
- III. Waiver: The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

23. MISCELLANEOUS PROVISIONS:

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23.1. Assignment: The Provider may at any time, with prior written notification to the Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or the Provider's ownership of the Equipment. The Customer agrees that if the Provider makes such assignment or sells the Equipment the assignee or buyer shall have the same rights, benefits and obligations that the Provider now has under this Agreement. The Parties agree that any such sale, assignment or transfer of the Provider's rights, benefits and obligations under this Agreement and/or the Equipment by the Provider or the Provider's assignee or transferee shall not change the duties or obligations of the Provider or the Customer under this Agreement.

23.2. Subcontracting: The Provider may sub-contract any portion of this Agreement. If any portion of this Agreement is sub-contracted, the Provider shall continue to act as the prime contractor for the sub-contracted portion and shall assume full responsibility for the performance of the sub-contracted deliverables and/or services. The Provider will remain the sole point of contact and shall be ultimately responsible for the performance of the sub-contracted portion of the Agreement.

23.3. Civil Rights: The Provider agrees that as a condition of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Provider will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

23.4. Accessibility for Disabled/Handicapped: The Provider agrees as a condition of this Agreement to make all Services provided pursuant to this Agreement accessible to the disabled/handicapped. The Provider further agrees as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

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

23.6. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as the Customer, the Comptroller General of the United States, the State, or other agency or individual authorized by the Customer may deem necessary, the Provider shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Customer 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 the performance of this Agreement. If an audit, litigation, or other action is initiated during the term of this Agreement, the Provider Agreement for Monitoring and Associated Services 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.

23.7. Campaign Finance — Compliance with R.C. § 3517.13: Ohio Revised Code Section 3517.13 1(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 Customer 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.

23.8. Findings for Recovery: The Provider certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

23.9. Construction: The parties intend this Agreement to be a valid and legal document. This Agreement shall be

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construed according to its fair meaning and not strictly for or against the Provider or the Customer, as if each of the Provider and the Customer had prepared it.

23.10. No Waiver: The Parties acknowledge and agree that any delay or failure by either Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.

23.11. 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.

23.12. No Third Party Beneficiaries: This Agreement is intended for the exclusive benefit of the Provider, the Customer, and the Customer and their respective permitted assigns, and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

23.13. Pronouns: All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to which reference is made may require.

23.14. Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

23.15. Headings: The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

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

Customer:  
Rick Smith  
Fiscal Coordinator  
Delaware County, Ohio  
Juvenile Court  
140 North Sandusky Street, Ground Floor Delaware, Ohio 43105  
Email: rsmith@co.delaware.oh.us Fax: (740) 833-2599

Provider:  
Todd Belak  
President  
Themis Tracking Services, LLC., 2703 Vestry Avenue  
Cleveland, OH 44113  
Email: toddbelak@sbcglobal.net  
Fax: (216) 357-3357

23.17. Incorporation of Attachments: By this reference, the following attachments are hereby incorporated into and made a part of this Agreement:

- Schedule: Themis Tracking Services, LLC Equipment and Services
- Attachment A
- Insurance Addendum (a.k.a. Attachment B)
- OPERS Independent Contractor Acknowledgement Form
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13

23.18. Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. The Customer also understands that only an officer of Provider is authorized to make such amendments, modifications or cancellations.

23.19. Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

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

Schedule: Themis Tracking Services, LLC. Equipment and Services

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**EQUIPMENT AND SERVICES FOR OFFENDER MONITORING**

Active Units: This agreement is for a minimum of 1 active ReliAlert device(s) at all times, which will be billed at the rate indicated for the monitoring service level selected below.

Idle and Overstock Units: This agreement allows for 1 ReliAlert device(s), supplied by Provider, as an inactive shelf unit, provided the requirements in the above paragraph(Active Units) have been met. Otherwise, all devices shall have a billing rate as stated below. This agreement also allows for additional inactive shelf units at a rate of 1 idle unit for every 10 active units. On any device(s) not active on any day that exceeds the above allotment, a charge of \$1.75/day per device exceeding approved inactive shelf unit(s) will be charged to the Customer.(No idle charge for eArrest Beacons)

***Service Offerings Rate Per Active Day: (selections made specific to each individual Offender)***

Full Service

- Premium Plus \$14.25
- Premium \$13.00
- Standard Active Plus — Not Available
- Standard Active — Not Available
- Passive \$7.00

Self Service (No or limited monitoring provided by Provider)

- Premium Plus \$10.25
- Premium \$9.00
- Standard Active Plus \$7.75
- Standard Active \$6.75
- Passive \$5.50

eArrest Beacon: This agreement provides for an initial order of 2 eArrest Beacon devices to be enabled for use in conjunction with the ReliAlert device for an additional rate of \$0.75 per Active day per enabled device.

Shipping: The rates set forth above include 3-5 day ground shipping. The Customer will not be charged for the shipping of materials unless special shipping, other than ground shipping, is requested by the Customer. The Provider agrees to deliver up to five (5) units within four (4) hours of a valid written request from the Customer. This is limited to written requests received by the Provider during regular business hours.

Rate Guarantee: The rates set forth above are guaranteed for the initial Term, but are subject to change for any renewal Term. Notice of changes in rate(s) and the Customer's right to termination upon receipt of a notice of a change in rate(s) shall be as provided in the Agreement.

Insurance Terms: If insurance is chosen, it must be taken on all devices for the full term of this Agreement and is payable every day, Active or Inactive days. There is a \$50 deductible for any claims on ReliAlert devices.

- Device Insurance Accepted, at a rate of \$0.50/day per ReliAlert device.(See Attachment "B")
- Device Insurance Not Accepted

**CUSTOMER OBLIGATIONS**

1. **PAYMENT:** Payment shall be as provided in the Agreement.
2. **CASE SELECTION:** The Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client, unless otherwise specified per the selected monitoring solution above; (b) identify and make available Customer staff and/or equipment that complies with the Provider's policies as in effect from time to time, in order to use and access the Monitoring Services, including, without limitation with respect to the Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of the Provider notification of Alert Conditions to the Customer; (c) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with the Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Offender equipment use guidelines unless otherwise specified per the selected monitoring solution above; (d) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy unless otherwise specified per the selected monitoring solution above; (e) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged Equipment or accessories; and (f) provide to the Provider the required information and parameters for monitoring each Client, including, without limitation, each Offender's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. The Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring the Equipment when located on a Client, including, without limitation, data entry and data storage of all such

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Customer specified information into the Provider's computer system unless otherwise specified per the selected monitoring solution above; and be responsible for all liaison work with the involved courts and/or *agencies*.

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**PROVIDER OBLIGATIONS**

1. **ORDERING AND DELIVERY OF EQUIPMENT; ACCESSORY EQUIPMENT:** The Provider shall coordinate with the Customer, and Secure Alert, Inc., to deliver the Equipment to the Customer pursuant to the Shipping terms described above. The Provider shall also supply to the Customer, an installation and maintenance kit for the Equipment which includes different sizes of straps; as described in attachment "A", measuring device, and torque driver, and any other equipment deemed necessary at no additional cost. Unless otherwise agreed between the Customer and the Provider, the Customer shall return the installation and maintenance kit, along with all other Equipment provided to the Customers by Provider or Provider's manufacturers, to the Provider upon termination of the Agreement. Additional installation and maintenance kits or kit components can be subject to such additional charges as are set forth in Replacement and Consumables Costs below if not covered under Insurance.
2. **MONITORING SERVICE.** The Provider, through Secure Alert, Inc., agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Offenders through the central host computer system owned and operated by Secure Alert, Inc.; such host computer which communicates with the Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by the Customer to Secure Alert, Inc. for each Offender, as described in Section 3 below; such communication from the Equipment to the host computer shall be at a minimum of 5 minute intervals (b) subject to the minimum equipment and system requirements required to be satisfied by the Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Secure Alert, Inc.'s user interface for the purpose of directly monitoring Offenders based on the Equipment; (c) provide notification of Alert Conditions as described in Section 4 below to those authorized personnel of the Customer identified in writing by the Customer to Secure Alert, Inc. as being authorized to receive such information, which information is to be provided to the Customer pursuant to the predefined notification protocols to be delivered by the Customer to Secure Alert, Inc. pursuant to Section 3 below; and (d) document and maintain Alert Conditions and Equipment status information for each Offender properly enrolled during the Term.
3. **NOTIFICATION OPTIONS:** The Provider, through Secure Alert, Inc., shall notify the Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to the Provider on or before the commencement of the monitoring of any specific Client.
4. **ALERT CONDITIONS:** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by the Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the Equipment, and about which the Provider, through Secure Alert, Inc., agrees to notify the Customer based on protocols available and specified by the Customer in writing and delivered to the Provider on or before the commencement of the monitoring of any specific Client.
5. **TRAINING OF AUTHORIZED PERSONNEL:** The Provider, through Secure Alert, Inc., agrees that it shall provide the Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients, that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein as follows: if the initial quantity of ReliAlert devices delivered, as set forth above, is from one (1) to two (2) then live internet based training will be provided. If the initial quantity of ReliAlert devices delivered, as set forth above, is greater than two (2) then live onsite training will be provided. The Customer acknowledges that the Customer's access to the user interface shall generally be limited to password controlled Internet access and that no software shall actually be delivered to the Customer. The Customer shall bear all responsibility for providing its own computer hardware, software, and internet access meeting the Provider's minimum requirements for access to the monitoring service.
6. **CUSTOMER SUPPORT:** The Provider shall provide customer service to the Customer as reasonably necessary to provide assistance to and to update the Customer on any changes or updates to the Equipment, Monitoring Services and overall operation of the monitoring system with respect to the Equipment and accessories which may affect the Customer's reasonable use thereof.
7. **LEGAL SUPPORT:** The Provider, at no additional cost to the Customer, shall assist as reasonably necessary the Customer in defending all legal actions involving the Customer and its cases relating to the services provided by the Equipment for its Offenders. Such assistance can include, but is not limited to, participation in depositions, assistance in responding to discovery requests, and providing live testimony.

**REPLACEMENT COSTS FOR THE EQUIPMENT**

If the insurance option isn't chosen and a device is lost or irreparably damaged, the following replacement charges will apply:

- ReliAlert XC Unit - \$1550.00

Following are replacement costs for the following uninsurable components:

- ReliAlert Charging Unit - \$55.00
- ReliAlert Breakaway Cord - \$20.00 • HomeAware Beacon - \$135.00

**ACCESSORY COSTS**

Individual Items - Prices Below

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Start Up Kit - \$275.00		
Hex Driver Bit	1	\$5.00
Torque Driver	1	\$45.00
Measuring Device	1	\$5.00
Left tamper caps	15each	\$0.05
Right tamper caps		
Straps	15(Various)	\$15.00
Extra Charger	1	\$55.00
Extra Breakaway Cord	1	\$20.00

ATTACHMENT "A"

The Court acknowledges that it has received the following inventory of straps and/or cuffs:

STRAPS(size — quantity)

E — 1 H — 4 K — 1  
 F — 2 I — 4 L — 1  
 G — 4 J — 2 M — 1

CUFFS(size — quantity)

E — 0 H — 4 K — 1  
 F — 2 I — 4 L — 0  
 G — 4 J — 2 M — 0

In the event the Agreement is terminated, the Court shall return the above inventory to the Provider or pay the Provider the cost to replace any inventory that was either lost, stolen, or damaged. In the event that the Court orders additional straps/cuffs, the Court consents to the addition of such units to this inventory list. Upon the addition of items to the above inventory list, the Provider shall provide the Court with an updated inventory list.

Insurance Addendum  
 between  
 Board of Commissioners, Delaware County, Ohio,  
 Delaware County, Ohio Juvenile Court, and  
 Themis Tracking Services, LLC., a distributor for Secure Alert, Inc.,  
 for TrackerPALIM Equipment Insurance

Effective June 17, 2013, , and in conjunction with the Agreement entered into between Themis Tracking Services, LLC. ("Lessor") and the Board of Commissioners of Delaware County, Ohio ("Board") and the Delaware County, Ohio Juvenile Court ("Court") (Board and Court collectively "Lessee"), Lessor agrees to provide TrackerPALTM equipment insurance to Lessee for the term of the Agreement. The insurance daily rate is \$.50/day/device and covers both lost and damaged equipment. Lessor reserves the right to review Lost/Damaged TrackerPALTM figures; and, based upon this review, reserves the right to raise the per diem rate due to excessive loss or damage. At least thirty (30) days prior to any change in the per diem rate, Lessor will notify Lessee in writing of any modifications to the daily insurance rate. Upon receipt of such notification, Lessee shall have the right to immediately terminate this Insurance Addendum. If the Lessee desires to terminate the Insurance Addendum, it shall provide written notice to the Lessor within fifteen (15) days of its receipt of the notice of change in rate. Actual termination of this Insurance Addendum shall occur on a date mutually determined by the Parties. The change in rate shall not take effect before such actual date of termination and the Customer shall not be charged the changed rate.

With the exception of the above-stated amended paragraph, it is understood and agreed that all other terms and conditions forming a part of the Agreement, as previously amended or renewed, (if any), shall remain in full force and effect.

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

**RESOLUTION NO. 13-639**

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

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

The Director of Job and Family Services recommends hiring Jennifer L. Appleman as an Income Maintenance Worker III with the JFS Department; effective June 24, 2013.

Therefore Be It Resolved the Board of Commissioners approve hiring Jennifer L. Appleman as an Income Maintenance Worker III with the JFS Department; effective June 24, 2013.

The Director of Job and Family Services recommends hiring Erin N. Elkins as an Income Maintenance Worker III with the JFS Department; effective June 24, 2013.

Therefore Be It Resolved the Board of Commissioners approve hiring Erin N. Elkins as an Income Maintenance Income Worker III with the JFS Department; effective June 24, 2013.

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The Director of Job and Family Services recommends hiring Wallene J. Werner as an Income Maintenance Worker III with the JFS Department; effective June 24, 2013.

Therefore Be It Resolved the Board of Commissioners approve hiring Wallene J. Werner as an Income Maintenance Worker III with the JFS Department; effective June 24, 2013.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**No Reports Today**

**Tim Hansley, County Administrator, Reports and Comments**

**-Participated In Meetings Last Week With Auditor and Others With Moody's And Standard And Poor's On Investment Report And Bond Rating**

**RESOLUTION NO. 13-640**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 9:43AM.

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

**RESOLUTION NO. 13-641**

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

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:35AM.

Vote on Motion Mr. Merrell Absent\* Mr. O'Brien Aye Mr. Stapleton Aye

\*Due to a prior commitment Commissioner Merrell was not available for the adjourning of executive session.

**RECESS UNTIL 1:30PM**

**In the field, near 7560 Gooding Blvd in Orange Township.**

**RECONVENE**

**IN THE FIELD: 1:30PM VIEWING FOR CONSIDERATION OF THE OF THE S. JAYNES PARK PROJECT #08-15, FOR PARCEL 31823002007600, SITE DRAINAGE PETITION FILED BY JOHN KRANJEC**

On Monday June 17, 2013, at 1:30PM, near 7560 Gooding Blvd in Orange Township, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

**Commissioners Present: Ken O'Brien, President; Dennis Stapleton, Vice President and Gary Merrell, Commissioner**

On April 24, 2013, a petition signed by John Kranjec, to: 1. Commencing in Orange Township, Delaware County on the existing improvement presently known as the S. Jaynes Park Project #08-15, Specifically On Parcel #31823002007600 and 2. To vacate the existing improvement and easement on parcel #31823002007600 and reestablish the easement based on the proposed engineering for the Belamere Suites Hotel located near the intersection of Halfway Ave. and Gooding Blvd. in Orange Township and Delaware County.

**In the field at the Viewing,** The Commissioners:

- Looked at the outlet/basin, (project would first will create a larger easement, then vacate older easement and final plans would be reviewed by county engineer)
- rate of flow into creek
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.



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SIGN-IN SHEET FOR JUNE 17, 2013

1:30 PM Viewing For Consideration Of The S. Jaynes Park  
 Project #08-15, For Parcel 31823002007600, Site  
 Drainage Petition Filed By John Kranjec

NAME	ADDRESS
1 Jennifer Walraven	BR. Clerk.
2 [Signature]	Commissioner
3 Gary Merrell	Commissioner
4 Larry Starling	SWCD
5 John Piccin	DCEO
6 MCT Lint	SWCD
7 John Kranjec	Perryburg Ohio
8 Norm HANSELL	Perryburg.
9 Robert Steele	7515 Overland TR 43015
10 Dan Alexon	280 Truck Ct 43015
11 Anne Arline	7593 Overland Trail 43015
12 Ken O'Brien	101 N. Sandusky
13 Scott Stephens	SWCD
14	

There being no further business, the meeting adjourned.

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

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

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

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