

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 18, 2014**

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

Present:
Gary Merrell, President
Ken O'Brien, Commissioner

RESOLUTION NO. 14-1447

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 15, 2014:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 15, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye
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PUBLIC COMMENT

-Addressed During Resolution No. 14-1449 (Granting The Annexation Petition Of 250.632 Acres Of Land In Berkshire Township To The Village Of Sunbury)

- 1) Michael R. Shade, Agent for the petitioners
- 2) Eric Ahlteen, questions on petition

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-1448

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1217, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1217 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1217:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1217, memo transfers in batch numbers MTAPR1217, Procurement Card Payments in batch number PCAPR1217 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
New Horizons	Job and Family Program	22311611-5348	\$17,000.00
Beem's BP	Fuel Service Center	10011106-5228	\$12,600.00
Squire Patton Boggs	Legal Services	10011102-5361	\$ 9,150.31
PR	Vendor Name	Line Description	Line Account Amount
JOB AND FAMILY SERVICES			
R1406197	THERAPY ASSOCIATES	WILDERNESS TUITION	22511607-5350 \$14,250.00

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye
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RESOLUTION NO. 14-1449

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 250.632 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following resolution:

Whereas, on November 20, 2014, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, agent for the petitioners, of 250.632 acres, more or less, in Berkshire Township to the Village of Sunbury; and

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an

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objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the Township of Berkshire or the Village of Sunbury;

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 250.632 acres, more or less, in Berkshire Township to the Village of Sunbury.

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

RESOLUTION NO. 14-1450

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM YABOS TACOS AND PATIO AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Yabo Tacos and Pation has requested a new D3 permit located at 7097 SR 3, Genoa Township, Westerville, OH 43082 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 14-1451

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR MONDAY DECEMBER 22, 2014:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to cancel the Commissioners' session scheduled for Monday December 22, 2014.

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

RESOLUTION NO. 14-1452

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE AUDITOR'S OFFICE:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

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

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

Appointing Authority:	County Auditor
Office/Department:	Data Center
Daily spending per card:	\$2,500
Monthly spending per card:	\$5,000
Single transaction limit:	\$2,500
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

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Name on Card 1: Jason Montgomery
Department Coordinator: Ron Clayton

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

RESOLUTION NO. 14-1453

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

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

WHEREAS, the cruisers are available for purchase through the State of Ohio's cooperative purchasing program (the "Program");

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

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

Section 2. The Board hereby approves the purchase of two (2) 2015 Chrysler Caravan vehicles at a cost of \$21,250.00 per vehicle from Key Chrysler Jeep & Dodge Inc. and declares that the purchase of said vehicles shall be in accordance with the State of Ohio's cooperative purchasing program, pursuant to the contract and terms and conditions set forth in Contract # RS903115, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 3. The Board hereby authorizes the purchase of seven (7) 2015 Ford Utility Police Interceptors at a cost of \$31,300.00 per vehicle from Statewide Ford Lincoln Mercury, upon the terms, conditions, and specifications of State of Ohio STS Contract #RS901214.

Section 4. The Board hereby authorizes the purchase of one (1) 2015 Ford Utility Police Interceptors (K-9 ready) at a cost of \$35,392.00 per vehicle from Statewide Ford Lincoln Mercury, upon the terms, conditions, and specifications of State of Ohio STS Contract #RS901214.

Section 5. The Board hereby authorizes the purchase of one (1) 2015 Ford Transit Cargo Van at a cost of \$27,336.00 per vehicle from Byers Ford LLC.

Section 6. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 41711436-5450.

Section 7. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

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

RESOLUTION NO. 14-1454

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTH CENTRAL JOBS FOR OHIO'S GRADUATES FOR ALTERNATIVE EDUCATION AND WORK READINESS TRAINING:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with North Central Job for Ohio's Graduates for Alternative Education and Work Readiness Training:

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**First Amendment to Contract
Alternative Education And Work Readiness Training**

This First Amendment of the Contract For Alternative Education and Work Readiness Training is entered into this 18th day of December, 2014 by and between the Delaware County Board of County Commissioners (hereinafter, "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the NORTH CENTRAL JOBS FOR OHIO'S GRADUATES (hereinafter, "JOG") whose address is 890 West Fourth Street, Mansfield, Ohio 44906 (hereinafter singly "Party," collectively, "Parties").

WHEREAS, the Parties entered into the Contract for Alternative Education And Work Readiness Training (hereinafter "Contract") dated December 12, 2013; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Contract (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

- A. The term of this contract, including applicable appendices, shall be extended for an additional 12 months, inclusive of January 1, 2015 through December 31, 2015.
- B. The Budget will be amended for the following line items:
 - (1) Staff Salaries for Delaware County WIA Youth Services will be increased to a revised total budget amount of \$ 139,175.
 - (2) Retirement will be increased to a revised total budget amount of \$ 21,585.
 - (3) Medical/Dental/Vision/Pres/Life will be increased to a revised total budget amount of \$ 27,635.
 - (4) Medicare and Workers Compensation will be increased to a revised total budget amount of \$ 4,035.
 - (5) Fiscal Admin Charge will be increased to a revised total budget amount of \$ 6,050.
 - (6) Support Services will be increased to a revised total budget amount of \$ 4,035.
 - (7) Ohio Career Association and Professional Association will be increased to a revised total budget amount of \$ 4,035.
 - (8) Tuition will be increased to a revised total budget amount of \$ 6,050.
 - (9) Participant Wages will be increased to a revised total budget amount of \$ 9,280.
 - (10) Total Budget Costs will be increased to a revised total budget amount of \$ 221,880.
- C. Maximum Payment Will Be amended as follows:

JOG agrees to accept as full payment for Services rendered in a manner satisfactory to BOARD, the lesser of the following: (1) The maximum amount of Two Hundred Twenty One Thousand Eight Hundred Eighty Dollars and No Cents (\$ 221,880.00) or (2) the amount of actual expenditures made by JOG for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of Two Hundred Twenty One Thousand Eight Hundred Eighty Dollars and No Cents (\$ 221,880.00). See Appendix II.

2. Signatures

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

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

4. Terms of Contract Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

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RESOLUTION NO. 14-1455

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM FOR INTERIM STAFFING:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Atrium for interim staffing:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 18th day of December, 2014, by and between Atrium Personnel & Consulting Services., an Ohio LLC, (hereinafter "ATRIUM") with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky St, Delaware, Ohio 43015, and Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

ATRIUM is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from January 1, 2015 through December 31, 2015 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. *This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.*

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$30,000.

4. Termination of Work Orders. All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

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6. **Advertising.** ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. **Severability.** If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. **Entire Agreement; Amendment.** This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. **Assignment.** Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. **Waiver.** No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. **Force Majeure.** Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. **Relationship of Parties.** ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County

14. **Duly Authorized Signatures.** ATRIUM states and agrees that the individual(s) who, on behalf of ATRIUM, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of ATRIUM and are authorized to and have authority to enter this Agreement on behalf of ATRIUM and by so signing have authority to bind and does bind ATRIUM to any and all terms of this Agreement

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

16. **Non-Discrimination.** ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

17. **DCDJFS Indemnification.** To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all

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actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM's performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM's performance of this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

ATRIUM assumes full liability and agrees to indemnify DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to DCDJFS/County, DCDJFS/County Employees, DCDJFS/County property, and DCDJFS/County personal property resulting or caused, directly or indirectly, by ATRIUM's performance under this Agreement. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written.

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

RESOLUTION NO. 14-1456

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CALLOS FOR INTERIM STAFFING:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Callos for interim staffing:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 18th day of December, 2014, by and between CALLOS RESOURCE LLC, (hereinafter "CALLOS") with its local place of business located at 6547 E. Livingston Ave., Reynoldsburg, OH 43068, and the Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware County Department of Job and Family Services (hereinafter "DCDJFS"), whose address is 140 N. Sandusky Street, Delaware, OH 43015. (collectively the "Parties").

Background

CALLOS is in the business of providing temporary staffing temp to permanent, right to hire, direct placement and professional/business consultants (the "CALLOS consultants"). DCDJFS is in need of the services of CALLOS. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. Scope of Services. This agreement shall be in effect from January 1, 2015 through December 31, 2015 unless terminated in writing by either party pursuant to Article 4 or Article 24. CALLOS shall provide the services of the CALLOS employees to DCDJFS. DCDJFS shall authorize specific assignments for the CALLOS employees by placing a Job Order with CALLOS in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an CALLOS employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. Other Terms and Conditions are set forth in Exhibit B ("Proposal").

2. Fees. DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each CALLOS employee promptly at the end of each week. DCDJFS will pay CALLOS for all time expended and expenses incurred by CALLOS employees in fulfilling the DCDJFS Job Order as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.

3. Payment of Fees. CALLOS shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each CALLOS employee assigned to DCDJFS and all charges and expenses applicable to each CALLOS employee in fulfilling the DCDJFS Job Order.

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Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to CALLOS the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay CALLOS for all work performed by CALLOS employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$25,000.00

4. Termination of Work Orders. All work performed by CALLOS consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by CALLOS employees under the Job Order is unsatisfactory, DCDJFS may request CALLOS to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to CALLOS appropriate representative. CALLOS shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay CALLOS for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If a CALLOS employee leaves the employ of CALLOS or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, CALLOS shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. CALLOS shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor CALLOS will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. CALLOS is an independent contractor. Neither CALLOS nor any of its employees or representatives shall be considered employees of DCDJFS, the Board, or Delaware County. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. CALLOS shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of CALLOS and is thus prohibited from converting or transferring the employment of any CALLOS employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified CALLOS representative.

CALLOS employees are not entitled to benefits enjoyed by employees of DCDJFS, the Board, or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), each party shall be responsible for its own costs and attorney's fees.

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15. Duly Authorized Signatures. CALLOS states and agrees that the individual(s) who, on behalf of CALLOS, have reviewed this Agreement and effectuate this Agreement attaching their signatures below are officers of CALLOS and are authorized to and have authority to enter this Agreement on behalf of CALLOS and by so signing have authority to bind and does bind CALLOS to any and all terms of this Agreement

16. 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.

17. Campaign Finance – Compliance with ORC § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The 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.

18. Findings for Recovery. CALLOS certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

19. Non-Discrimination. CALLOS shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. CALLOS shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event CALLOS is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 20 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and CALLOS may be declared ineligible for future Contracts with DCDJFS.

20. DCDJFS Indemnification. To the fullest extent permitted by law, CALLOS agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers (“Indemnified Parties”) free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to CALLOS’s performance of or the performance of CALLOS’s employees pursuant to this Agreement. CALLOS shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Indemnified Parties by reason of CALLOS’s performance of or the performance of CALLOS’s employees pursuant this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

CALLOS 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 CALLOS or its employees.

21. Insurance: CALLOS 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 CALLOS shall present to the DCDJFS current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Agreement.

22. Access to and Retention of Records: At any time, during regular business hours, with reasonable notice and as often as DCDJFS, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by DCDJFS or the Board may deem necessary, CALLOS shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters

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covered by this Agreement. The Department and the above named parties shall be permitted by CALLOS to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

CALLOS, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, CALLOS shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

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

23. Termination:

A. Termination for the Convenience

Either Party may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. CALLOS shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

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

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

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

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

County:
Shancie Jenkins
Director
Delaware County Department of Job and Family Services
140 North Sandusky Street, 2nd Floor
Delaware, Ohio 43015
Fax: (740) 833-2299

CALLOS:

CALLOS
6547 E. Livingston Ave.
Reynoldsburg, OH 43068
(614)575-8612

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

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26. 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.

Exhibit A

JOB ORDER

1. DCDJFS Company and Address:
Delaware County Job and
Family Services
2. DCDJFS Contact Name: Angela
Thomas
3. Services to be Provided:

Per Agreed Work Order
4. CALLOS Employee Name: To
be provided
5. Start Date: Continuation
6. Hourly Bill Rate: Worker Rate
Per Agreed Work Order Plus
26%

All communication should be directed to CALLOS at the address as follows:

CALLOS
6547 East Livingston Ave., Reynoldsburg, OH 43068
Ph: (614)575-4900
Fax: (614)575-8612

Exhibit B

6547 E. Livingston Ave.
Reynoldsburg, OH 43068
Ph. (614) 575 - 4900
Fax (614) 575 - 8612
Cell (614) 571 - 7152
bneal@callos.com
November 6, 2014

THE COMPANY

Established in 1965, Callos Resource, LLC provide a variety of services including:

- Temporary Employees
- Payroll Services
- Employee Leasing
- Executive Recruiting and Placement
- Outplacement Service
- Risk Management
- Contract Services
- Insurance/Financial Services

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Callos Companies subscribe to a policy of equal opportunity. Employees and applicants for employment will not be discriminated against on the basis of age, race, creed, national origin, ancestry, physical or mental handicap, marital status, religious persuasion, veteran status, political beliefs, sexual preference, or citizenship in any employment decisions. All employment related decisions are based solely on relevant criteria including training, experience, and suitability.

HISTORY OF COMPANY

- The Callos Companies employed over 16,000 associates last year.

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- The Callos Companies are the largest independent supplier of temporary help in Ohio, Pennsylvania, and Kentucky.

RECRUITMENT EFFORT

The Callos Companies interview and test over 2,000 applicants every month in 19 locations.

Temporary employees are recruited through:

- Advertising
- Employee Referrals
- Recruiting Sessions at Local Colleges and Vocational Schools
- Customer Referrals
- On-site Recruits
- Vendor on Premises Staffing
- Internet/Job Posting

TESTING, INTERVIEWING AND INDOCTRINATION

- Before any Callos employee is sent on an assignment, thorough interviewing, testing and indoctrination procedures are performed.
- Light industrial employees are given a general math, measurement, and comparison test
- ****Custom testing can be arranged at the customer's request.****
- As a special service to our customers, we will gladly evaluate any of your employees using the Kenexa Prove It! system, FREE OF CHARGE.
- Each employee is interviewed in depth.
- A reference check is conducted by our office staff on every employee.
- Clerical candidates are tested using the Kenexa Prove It.
 - Over 400 Tests including clerical, software, technical, industrial, call center and more.
 - Kenexa Prove It! gives us the power to identify and select the most talented candidates and employees.
 - Kenexa Prove It! delivers measurable results in a variety of categories:
 - Software Skills**-(Word, Excel PowerPoint, Windows, Access and Illustrator)
 - Industrial Skills**-(Electrical, General Safety, Plumbing, HVAC, Auto, and Carpentry)
 - Office Skills**-(Accounting, Legal, Medical, Customer Service, Typing and Data Entry)
 - Call Center**-(Call Center Environment, Spelling, Customer Service, Data Entry, and Listening Skills)

MANDATE

The Callos Companies are committed to providing superior, cost effective personnel services to our clients, through careful recruiting and evaluation of candidates, flexibility in our service programs, and a well-trained and motivated professional staff.

QUALITY CONTROL

- Arrival check
- Quality check calls
- Customer comment cards

TERMS AND CONDITIONS

Rate Increases

- The rates quoted in this proposal are good for one year unless otherwise notified in writing.
- Rates subject to change upon one payroll period's notice

Indemnity

Callos employees are prohibited from operating forklifts, high lifts, cranes, trucks or automobiles on or off the client company's premises without prior written approval from Callos. Client company will be responsible for all O.S.H.A. safety and health requirements, including necessary related training for temporary employees provided by Callos.

Separation – Liquidation

The Callos Companies go through considerable time, effort and expense to attract qualified temporary employees, screen them, test them and, subsequently, orient them for their assignment with our client companies. In exchange for this effort, clients are prohibited from hiring temporaries onto their payroll prior to the completion of 500 hours unless a separation fee is paid. Also, should you choose to hire on our temporaries for any position other than where he or she was originally placed the same separation fee will apply. This agreement is binding for six months past employee's last day worked. The fee structure follows:

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For every straight time billed hour less than 500 hours, the client agrees to pay a separation charge as follows:

- | | |
|---------------------------|--------------|
| • Blue collar temporaries | \$5.00/hour |
| • Clerical/secretary | \$7.50/hour |
| • Professional | \$10.00/hour |

Overtime

- The work week for The Callos Companies is Sunday through Saturday
- Employee will be paid time and one-half on any hours over (40) forty, in accordance with the Federal Wage and Hour Laws.

Invoicing and Management Reports

- You will receive weekly or bi-weekly invoices for hours worked by our employees and authorized by your company's supervisors.
- Customize our invoices to assist with labor cost analysis.
- Invoices are due upon receipt.
- Pricing errors must be resolved within thirty days of the invoice date. Clients failure to notify Callos of potential pricing errors within that timeframe indicate the clients agreement that the prices charged are correct.
- **Non-exempt clients will also see a separate charge for sales service tax.**

CALLOS WEB CENTER

Callos staffing clients have access to our Web Center Portal which provides real-time access to information. Completely integrated, the Callos Web Center allows our clients to work directly with us on applications ranging from time entry to requisition management. The list of standard reports, available free of charge, includes:

- Time sheet details
- Assignment start and end dates
- Pay history by employee
- Paid hours by department
- Invoice detail
- Overtime by department
- Customized management reports

TAX AND RECORD KEEPING LIABILITY

Your weekly or bi-weekly invoice is your only cost or financial obligation. The Callos Companies are responsible for withholding, payment, and reporting for all federal, state and local payroll taxes, social security, unemployment compensation premiums, workers compensation, and all paycheck and W-2 processing costs. The Callos Companies are responsible for all of our employees in satisfying the Tax Equity Act of '86, Section 89.

EMPLOYEE BENEFITS

The Callos Companies offer a Minimedical Insurance Plan through Allstate featuring:

- Affordable limited group health insurance
- \$15 office visit co-pay with a national network
- Includes prescription drug coverage
- Guaranteed insurability – no medical questions
- Optional dental, short term disability & term life insurance

Payroll Temporary Proposal

Callos provides payroll services to our clients to satisfy a variety of client hiring situations. Payrolling service differs from conventional temporary service in two basic ways:

- Callos is not the source of the employee. A candidate identified by the client through advertising, referral, or any other means can be put on the Callos payroll for an indefinite period of time.
- Because we have no costs in recruiting or screening the employee, our rates are lower than those for "conventional" temporaries.
- Evaluate new workers on the job, without risk, while you decide if you want to make a full-time commitment.

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- Hire for short or long term projects, (2 weeks - 2 years or more) and terminate assignments without unemployment claims.
- The client dictates the pay rates including periodic increases, if any, and can hire the employee at any time, at no fee.
- Retain consultants and independent contractors without paperwork.
- Avoid the time, costs of paperwork and liabilities for probationary or seasonal employees including: new hire reporting, garnishment processing, exposure to workers' compensation and unemployment claims, and W-2 issuance.

	Pay Rate*	Mark-up	Bill Rate	OT Pay Rate	OT Bill Rate
Employee	\$10.00	1.26	\$12.60 \$15.00	\$18.90	

* Pay rates to be defined by client; rates above are examples.

PPACA Contribution Analysis
Applicable to Callos Resource, LLC Employees
Assigned to Client Company

Beginning January 1, 2015, Callos shall offer at no cost to Client Company (Client), Minimum Essential Coverage to all Callos employees initiating an assignment at (Client).

Additionally, all employees assigned to the Client and who have worked 1560 or more hours in a preceding 12 month period will beginning January 1, 2015 be offered participation in a Minimum Value Plan based on the Affordability and Contribution amounts depicted below.

<u>Wage</u>	<u>Annual Comp.</u>	<u>Affordability</u>	<u>Client Company</u>
\$9.00	\$18,720	\$1,778yr/\$148mo	\$396yr/\$33mo
\$9.50	\$19,760	\$1,877yr/\$156mo	\$300yr/\$25mo
\$10.00	\$20,800	\$1,976yr/\$165mo	\$192yr/\$16mo
\$10.50	\$21,840	\$2,075yr/\$173mo	\$96yr/\$16mo
\$11.00	\$22,880	\$2,174yr/\$181mo	\$0yr/\$0mo

Wages: Depicts the hourly rate earned (The aforementioned are examples; Affordability and Client contribution may vary based on the actual rate of compensation).

Annual Comp.: Depicts annual compensation based on 2080 hours worked.

Affordability: Based on a projected plan cost of \$181.05 per month and the maximum employee contribution permitted in compliance with the PPACA standards (9.5% of annual compensation; rates depicted are approximate and rounded to the nearest \$1.00 for convenience). Note: Employee contributions are collected via convenient payroll deduction; eligible contributions are processed through section 125 and contributions made with pre-tax dollars.

Client Company Contribution: Cost passed through to Client by Callos **only for employees electing to participate in the Minimum Value Plan (MVP)** offered by Callos.

Plan Description: \$0 deductible, 100% coinsurance, \$1,850 max out of pocket, \$15 or \$25 co-pays for physician visits and prescription card (reference complete plan description for additional details).

Premium Rates: The rates depicted above consider employee only coverage; employees at their discretion may add dependent coverage with additional premiums for dependents collected via payroll deduction. (The plan renews on 1-1-2016 and rates are subject to change at that time).

The aforementioned is subject to change based on the final determination of the regulations governing the PPACA.

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

RESOLUTION NO. 14-1457

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BRANDY ALFORD FOR TRAINING TO CHILD CARE PROVIDERS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

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

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Brandy Alford for training to child care providers:

**AGREEMENT FOR CHILD CARE TRAINING
SERVICE PROVIDERS WITH DELAWARE COUNTY, OHIO**

This contract is entered into this 18th day of December, 2014 by and between Brandy Alford, (hereinafter, "Provider"), whose address is 2953 Shady Knoll Ln., Hilliard, OH 43026, the Delaware County Department of Job & Family Services (hereinafter the "Department"), whose address is 140 North Sandusky St., 2nd Floor, Delaware, Ohio 43015, and the Delaware County Board of County Commissioners (hereinafter, the "Board"), whose address is 101 North Sandusky St., Delaware, Ohio 43015 (hereinafter collectively, the "Parties").

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Provider will provide training for certified Child Care providers at the Department.

TERM:

January 1, 2015 through December 31, 2015.

SCOPE OF SERVICES:

For the term of this Agreement, the Provider shall provide training for certified Child Care Providers at the Department.

REMUNERATION:

The Provider understands and agrees that it shall receive a fee of \$80.00 per hour. The total amount of this contract shall not exceed \$4,400.00.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that it must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days their receipt.

INDEPENDENT CONTRACTOR:

The Provider understands and agrees that it shall provide services for the Department as independent contractors and, as such, are not employees of the Department or of Delaware County. The Provider understands and agrees that as independent contractors they are responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

CONFIDENTIAL INFORMATION:

The Provider understands and agrees that the use or disclosure of information received from Child Care Providers, or collected by the Provider during the provision of services to Child Care Providers under this Agreement, is to remain confidential.

HOLD HARMLESS:

The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the

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Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION: This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost agreement 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.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail to the following addresses and shall be effective on the date received:

Provider:

Brandy Alford
2953 Shady Knoll Ln.
Hilliard, Ohio 43026

DCDJFS:

Shancie Jenkins
Director
Delaware County Department of
Job and Family Services
140 N. Sandusky St.
Delaware, Ohio 434015

FINDINGS FOR RECOVERY:

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

SEVERABILITY:

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

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.

ENTIRE AGREEMENT:

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The Provider agrees to hold harmless the Department, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.

COMPLIANCE WITH LAW:

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

DISCRIMINATION:

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

OVERPAYMENT:

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which they were not entitled.

TERMINATION: This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

CAMPAIGN FINANCE-COMPLIANCE WITH ORC § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost agreement 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.

NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail to the following addresses and shall be effective on the date received:

Provider:

Mary Guyton
4071 Radnor Rd.
Radnor, Ohio 43066

DCDJFS:

Shancie Jenkins
Director
Delaware County Department of
Job and Family Services
140 N. Sandusky St.
Delaware, Ohio 434015

FINDINGS FOR RECOVERY:

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

SEVERABILITY:

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

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.

ENTIRE AGREEMENT:

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

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

RESOLUTION NO. 14-1459

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell 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:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Buckeye Ranch 5665 Hoover Road Grove City, OH 43123 Amount: \$100,000.00	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)
Eastway Northcutt Treatment Center 4950 Northcutt Place Dayton, OH 45414 Amount: \$83,000.00	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)
Advantage Adoption Foster Care Network Amount: \$175,000.00	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)
Hittle House	A. Maintenance

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<p>774 Internet Drive Columbus, OH 43207</p> <p>Amount: \$85,000.00</p>	<p>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 East Wooster Street, Unit #3 Bowling Green, OH 43402</p> <p>Amount: \$32,000.00</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 2000 Noble Drive Wooster, OH 44691</p> <p>Amount: \$2000,000.00</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>St. Vincent's Medical Center 1490 East Main Street Columbus, OH 43205</p> <p>Amount: \$89,060.00</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>Eastway Ranch of Opportunity 1771 Old Palmer Road Washington Courthouse, OH 43160</p> <p>Amount: \$15,000.00</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>Amount: \$15,000.00</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>Specialized Alternatives for Families and Youth of Ohio, Inc. (SAFY) 10100 Elida ROad Delphos, OH 45833</p> <p>Amount: \$15,000.00</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 State Route 141 Gallipolis, OH 45631</p> <p>Amount: \$15,000.00</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>Mohican Youth Academy 1012 ODNR Mohican 51 Perrysville, OH 44864</p> <p>Amount: \$15,000.00</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>Community Teaching Homes, Inc. 6715 Dorr Street Toledo, OH 43615</p> <p>Amount: \$15,000.00</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>Richmeir Therapeutic Homes P.O. Box 351928 Toledo, OH 43635</p> <p>Amount: \$15,000.00</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>Cornell Abraxas Group, Inc. 2840 Liberty Avenue Pittsburg, Pennsylvania 15222</p> <p>Amount: \$15,000.00</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>Amount: \$25,000.00</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>Marsh Foundation 1229 Lincoln Highway Van Wert, OH 45891</p> <p>Amount: \$15,000.00</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>Adriel School, Inc. P.O. Box 188 West Liberty, OH 43357</p> <p>Amount: \$15,000.00</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 Services 825 Grandview Avenue Columbus, OH 43215</p> <p>Amount: \$15,000.00</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>Maryhaven, Inc. 1791 Alum Creek Drive Columbus, OH 43207</p> <p>Amount: \$15,000.00</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, Inc. 142 North High Street Gahanna, OH 43230</p> <p>Amount: \$15,000.00</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>Fairfield Academy 7860 Pleasantville Road Thornville, OH 43076</p> <p>Amount: \$15,000.00</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>National Youth Advocate Program 1801 Watermark Drive Columbus, OH 43215</p> <p>Amount: \$15,000.00</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>Amount: \$15,000.00</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>Beechbrook 3737 Lander Road Cleveland, OH 44124</p> <p>Amount: \$15,000.00</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>Bair Foundation 665 East Dublin-Granville Road Suite 300 Columbus, OH 43229</p> <p>Amount: \$15,000.00</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>Amount: \$15,000.00</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).

For Reference Sample contract

**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, 2nd Floor, Delaware, Ohio 43015, and

Provider:

XXXXX

(hereinafter "Provider") whose address is:

Street/Mailing Address:

--

City:

XXXXX

State:

XXXXX

Zip Code:

XXXXX

(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:

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**ARTICLE I
DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. **IV-E Allowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- B. **IV-E Unallowable Costs for Public Agencies** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- C. **IV-E Allowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- D. **IV-E Unallowable Costs for Private For-Profit and Private Non-Profit Providers** means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- E. **C.F.R.** means Code of Federal Regulations.
- F. **Administration Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- G. **Maintenance Costs** means those costs as specified in Ohio Administrative Rule 5101:2-47-02.
- H. **Purchased Foster Case** means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
- I. **Group, Residential and Institutional Foster Care** means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
- J. **Foster Home** means a licensed private residence in which a child or children are received apart from its or their parents, guardian, or legal custodian, by an individual reimbursed for providing the child or children non-secure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child or children in the home of a person other than the child's or children's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of Foster Homes.
- K. **Family Foster Home** means a foster home that is not a Specialized Foster Home.
- L. **Specialized Foster Home** means a Medically Fragile Foster Home or a Treatment Foster Home.
- (1) **Medically Fragile Foster Home** means a Foster Home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
- (a) Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for long-term care services, the child or children require a skilled level of care;
- (b) The child or children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
- (c) The child or children require the services of a registered nurse on a daily basis;
- (d) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
- (2) **Treatment Foster Home** means a Foster Home that incorporates special rehabilitative services designed to treat the specific needs of the child or children received in the Foster Home and that receives and cares for 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

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TERM OF CONTRACT

This Contract is in effect from:

January 1, 2015

through

December 31, 2015

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:

XXXXX
XXXXX

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:

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.

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**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.
- 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 (15th) 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.

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- H. Provider agrees to submit each child's assessment and treatment plans as completed, but not later than the thirtieth (30th) day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.
- I. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
- J. Provider agrees that while Provider may have input into the development of the child's case plan services and the ICCA, any and all disputes regarding services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees that Agency is the final authority.
- K. Provider agrees to provide a minimum of thirty (30) days notice to the Agency for each child who is being terminated from substitute care and to submit a discharge summary within twenty (20) days following discharge.
- L. Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.
- M. Provider agrees to provide contact between the child and foster parent(s) (caretaker) on a weekly basis. Weekly contact shall consist of at least a minimum of two (2) face-to-face contacts per month in the child's placement.
- N. The foster parents(s) (caregiver) shall prepare and keep a current written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan and submit such written record to the Agency along with the monthly progress report.
- O. Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with twenty-four (24) hours of any change in the status of a foster home. Provider agrees to provide a copy of foster parent home studies upon request.
- P. Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of request.
- Q. Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of the Provider and substitute care setting.
- R. Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.
- S. If the plan determined by the Agency is to return the child to placement with the Provider, the Provider agrees to continue the per diem for a child that is absent without leave for seven (7) days. If there is no plan to return the child to the placement with the Provider, the per diem shall cease to be provided on the day the child leaves the Provider's care and/or custody.
- T. Provider agrees to provide additional services as agreed to and specified in the ICCA (case plan) (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).
- U. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider Network.
- V. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

**ARTICLE VII
INDEMNIFICATION AND INSURANCE**

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

Provider shall provide insurance as follows:

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

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

1. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
2. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Provider may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00)

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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 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

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placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.

- B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- I. Provider certifies and warrants that Provider has obtained and maintains current all approvals, licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to perform all the services required of Provider by this Contract and to conduct business in the state of Ohio. Provider further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.
- J. Provider certifies that prior to the signing of this Contract it will provide to the Agency a copy of its license(s), certification(s), accreditation(s), or a letter from the issuer extending an expiring license, certification, or accreditation.
- K. Provider certifies that it will seek to maintain its license(s), certification(s), and/or accreditation(s), and that upon receipt of the renewal of its license(s), certification(s), and/or accreditation(s) or upon receipt of a letter from the issuer extending an expiring license, certification, or accreditation, a copy of all such license(s), certification(s), and/or accreditation(s) will be provided to the Agency within five (5) business days or receiving the renewed license, certification, or accreditation or letter of extension.
- L. Provider certifies that it will notify the Agency within twenty-four (24) hours if it receives any status other than full licensure, certification and/or accreditation.
- M. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, sexual orientation, gender identification, disability or age.

**ARTICLE X
RECORDS RETENTION REQUIREMENTS**

- A. Provider agrees that all records related to this Contract, including but not limited to, documents, writings, subcontracts, invoices, records of costs, records of work performed, supporting documentation for invoices, copies of deliverables, receipts, payrolls, personnel records, client records, reports, financial records, census records, documentation of legal compliance with Ohio Administrative Code Rules, and all other information, data, or documentation relating to any and all matters covered by this Contract, produced by, used by, received by, or possessed by the Provider shall be retained, accessible, and treated according to the following terms:
 - (1) All records referred to in Article X, Section A shall be retained and maintained by the Provider for a minimum of three (3) years after reimbursement for services rendered under this Contract.
 - (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.

**ARTICLE XI
INDEPENDENT CONTRACTOR**

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

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

C. IF PROVIDER QUALIFIES AS BUSINESS ENTITY (5 OR MORE EMPLOYEES)

The Agency is a public employer as defined in R.C. § 145.01(D). The Parties acknowledge and agree that Provider is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider **hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

IF PROVIDER IS AN INDIVIDUAL OR BUSINESS WITH FEWER THAN 5 EMPLOYEES

The Parties acknowledge and agree that Provider is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

The Agency is a public employer as defined in R.C. § 145.01(D). The Agency has classified Provider and its individual employees as independent contractors or another classification other than public employees. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider or its employees for services and/or deliverables rendered and/or received under or pursuant to this Agreement. **Provider and its employees acknowledge and agree that the Agency, in accordance with R.C. § 145.038(A), has informed them of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. § 145.038, Provider and its employees agree to and shall complete OPERS Independent Contractor Acknowledgement Forms ("Form").** The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The Agency shall retain the completed Form(s) and immediately transmit a copy to OPERS.

**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 31st 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 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:

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Shancie Jenkins
Executive Director
Delaware County Department of Job and Family Services
140 N. Sandusky Street, 2nd 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:

XXXXXX
XXXXXX

Street/Mailing Address:

XXXXXX

City:

XXXXXX

State:

XXXXXX

Zip Code:

XXXXXX

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

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

ARTICLE XVIII
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.

ARTICLE XXII
NO SUBCONTRACTING OR ASSIGNMENT

This Agreement may not be sub-contracted, assigned or transferred to any other party without the express written consent of both Parties.

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

RESOLUTION NO. 14-1460

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A. Term:

The term of this Agreement shall be inclusive of the date the last party signs this Agreement through October 1, 2015.

B. Renewal:

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

IV. SCOPE OF SERVICES:

Maryhaven shall provide and the County shall accommodate a fulltime qualified mental health professional to perform juvenile sex offender counseling and mental health services (collectively "Services") as follows:

A. Maryhaven Responsibilities:

Maryhaven shall provide Services as follows:

1. Maryhaven shall provide a fulltime clinician ("Clinician") who is a qualified mental health professional licensed in the state of Ohio to perform juvenile sex offender counseling and to provide mental health services including the diagnosis and treatment of mental and emotional disorders.
2. The Clinician shall provide all Services on-site at the Court (140 N. Sandusky St., Ground Floor, Delaware, Ohio 43015).
3. The Clinician shall be assigned to work exclusively with sex offender treatment, providing treatment to juvenile sex offenders and their families.
4. At all times and for all purposes the Clinician shall be and shall remain an employee of Maryhaven. At no time and for no reason or purpose shall the Clinician be deemed as, considered, or interpreted to be an employee of the Court, the Board, or Delaware County, Ohio.
5. The Clinician shall be supervised by Maryhaven's Clinician Supervisor in Delaware County.
6. Maryhaven shall provide and pay for any and all of the training, supplies, and/or program materials needed, required by, and/or used by the Clinician in or for the performance of the Services.
7. The Clinician shall conduct mental health assessments and provide crisis intervention, individual counseling, group counseling, and case-management services.
8. The Clinician shall work closely with Court staff on an ongoing basis, including attending team meetings with Court personnel and court hearings as needed.
9. Maryhaven and the Clinician shall work with the probation department and the Court's consulting psychologist to refine the juvenile sex offender program's ("Program") treatment curriculum and participation protocols, incorporating evidence-based interventions and best practices where available.

B. The County and/or Court Responsibilities:

The County and/or Court shall provide Services as follows:

1. The Court shall separately contract with a clinical psychologist and fund evaluations and consultations performed by the clinical psychologist.
2. The Court shall assign and designate a probation officer for juvenile sex offenders. Such officer shall manage the Court docket for juvenile sex offenders and the Program. Such officer shall also act as the Court contact for Maryhaven and the Clinician.
3. The County shall provide office/group meeting space for the Clinician, including, a desk, chair(s), writing instruments, paper, telephone, computer, and access to a facsimile machine, copy machine, and printer.

C. Joint Responsibilities of Maryhaven and the Court:

Maryhaven and the Court shall jointly provide Services as follows:

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1. The Parties shall jointly participate in the selection process for the Clinician position. The Court shall retain the right to refuse, for any or no reason at all, to permit the selected individual to perform the Services and/or participate in the Program.
2. In collaboration with the Court, Maryhaven shall develop a community-based Program for adolescents who have been adjudicated delinquent for sex offenses.

V. FINANCIAL TERMS:

A. Consideration:

The Parties agree that the Services and deliverables performed and/or provided pursuant to this Agreement are good and valuable consideration and that this Agreement is supported by good and valuable consideration. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

B. Compensation of the Clinician:

As the employer of the Clinician, Maryhaven shall provide and be exclusively responsible for payment of and shall pay any and all compensation, including, but not limited to, all salary, wages, fees, benefits, fringe benefits, insurance, contributions to retirement funds, worker's compensation insurance or payments, deferred compensation programs, disability insurance or compensation, training, and/or any and all other types of compensation or expenses of any and all natures or kinds, paid to, on behalf of, or associated with the employment of the Clinician. The Court, the Board, and/or Delaware County, Ohio shall have no responsibility for and shall not pay for, fund, or reimburse Maryhaven or the Clinician for any compensation of any type or nature, including, but not limited to, the types of compensation previously listed above.

Funding to compensate the Clinician has been obtained by Maryhaven through a grant. Maryhaven has, shall have, and shall retain any and all responsibility for the grant, including, but not limited to, applying for, administering, maintaining, and/or reporting on, for, or related to the grant. All grant funds shall be administered by Maryhaven. The Court, the Board, and/or Delaware County, Ohio shall have no responsibility for the grant, including, but not limited to, the actions or activities previously listed above.

C. No Expenditure of County Funds:

This Agreement does not require the expenditure of any Board, Court, or County funds (\$0.00).

VII. GENERAL PROVISIONS:

A. Independent Contractor:

Maryhaven 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.

Maryhaven 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.

Maryhaven and its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Court, the Board, and/or Delaware County, Ohio.

B. Independent Contractor Acknowledgement/No Contribution to OPERS

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Maryhaven and the Clinician as an independent contractors 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 Maryhaven and/or any of its board members, officers, officials, employees, representatives, agents, and/or volunteers, including the Clinician, for Services and/or deliverables rendered and/or received under or pursuant to this Agreement. Maryhaven acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Maryhaven is an individual or has less than five (5) employees, Maryhaven, 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 as Exhibit A and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Maryhaven has five (5) or more employees, Maryhaven, by the signature below, hereby certifies such

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fact in lieu of completing the Form:

Paul Coleman
President and CEO
Maryhaven, Inc.

C. Indemnity:

Maryhaven shall provide indemnification as follows:

1. To the fullest extent of the law and without limitation, Maryhaven agrees to indemnify and hold free and harmless the Court, 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, fines, penalties, fees, 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 Maryhaven's or any Maryhaven subcontractor's ("Contracted Parties") performance of this Agreement or the Contracted Parties actions, inactions, or omissions including, but not limited to, the performance, actions, inactions, or omissions of any of the Contracted Parties' respective boards, officers, officials, employees, volunteers, agents, servants and/or representatives. Maryhaven agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Maryhaven 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. Maryhaven further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Maryhaven shall pay, settle, compromise and/or procure the discharge of any and all judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees.
2. Maryhaven 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, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

D. Insurance:

Maryhaven shall carry and maintain insurance as follows:

1. Maryhaven shall carry and maintain current throughout the life of the Agreement, without lapse, 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. Said insurance shall, at a minimum, be of a type which is customary in the industry or is required by law, whichever is the greater standard. Such insurance shall also provide coverage in an amount that is both standard in the industry and adequate to protect Maryhaven and the Indemnified Parties against any and all liability or damages arising from any services or deliverables performed or provided under or pursuant to this Agreement.
2. Maryhaven shall carry and maintain current throughout the life of the Agreement, without lapse, auto/vehicle liability insurance covering all owned, leased, non-owned, County owned or leased, and/or hired vehicles used in providing the Services, used in connection with the Services or in providing any other services or deliverables in accordance with this Agreement, and/or otherwise used by Maryhaven or the Clinician for or on behalf of the County with coverage in an amount equal to that required by law and covering all sums which Maryhaven 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.

Prior to commencement of this Agreement, Maryhaven shall present to the Court current certificates of insurance for the above required policies of insurance.

The Court, the Board, and Delaware County, Ohio shall be named as "Additional Insured" on the policies listed in paragraphs (D)(1) and (D)(2) above.

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Maryhaven shall be responsible for any and all premiums for all required policy(ies) of insurance.

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.

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

The above required insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the above required insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Court 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.

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

During the life of the Agreement, the Board may require Maryhaven 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.

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

E. Worker's Compensation Insurance:

Maryhaven 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. Maryhaven shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement the Court and/or the Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon its request.

In addition to the rights and protections provided by the insurance policy(ies) as required above, the Court, the Board, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

F. Professional Insurance:

Throughout the life of the Agreement, Maryhaven shall, as applicable, provide and maintain current, without lapse, professional liability insurance for itself and its employees, including, but not limited to the Clinician, providing Services under this Agreement. Such insurance shall provide coverage in an amount that is both standard in the industry and adequate to protect Maryhaven and the Indemnified Parties against any and all liability or damages arising from any and all professional services provided under the Agreement. Maryhaven shall be responsible for any and all premiums for such policy(ies). At any time throughout the life of the Agreement, the Court and/or the Board may request proof of such insurance. Proof of such insurance shall be promptly provided upon request.

In addition to the rights and protections provided by the insurance policy(ies) as required above, the Court, the Board, and Delaware County, Ohio shall retain all such other and further rights and remedies as are available to them at law or in equity.

G. Termination:

This Agreement may be terminated as follows:

1. **Termination for Convenience:** Either Party may at any time and for any reason terminate this Agreement without cause or liability by giving at least sixty (60) days advance notice, in writing, to the other Party.
2. **Breach or Default:** Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

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

H. Immediate Emergency Termination:

Notwithstanding any other termination provision of this Agreement, if the Court finds, in its sole discretion, that any child has been subject to and/or is being subject to any harm or danger of any kind at the hands of or in connection with Maryhaven, its board members, officers, officials, employees, agents, volunteers and/or representatives, including, but not limited to, the Clinician, and/or as related to the performance of the Services, the Court may immediately terminate this Agreement. In the event of such termination, the Court shall provide notice to Maryhaven of termination by any means deemed appropriate by the Court. Any child and/or children then in the care of Maryhaven and/or the Clinician, if in the custody of a parent or guardian, shall be immediately returned to the parent or guardian or if not in the custody of a parent or guardian, immediately returned to the Court. In addition, the Court may immediately remove and eject the Clinician from the Court premises.

The Court retains and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

I. Licenses:

Maryhaven certifies and warrants that it and/or its employees have obtained and maintain current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services or any other services or deliverables provided under the Agreement and to conduct business in the state of Ohio. Maryhaven 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.

At any time throughout the life of the Agreement, the Court and/or the Board may request copies of such Licenses. Copies of such Licenses shall be promptly provided upon request.

J. No Use of County Vehicles:

Neither Maryhaven nor the Clinician shall operate any County owned vehicle as a part of providing the Services or otherwise in connection with providing or performing any of the services or deliverables performed or provided under or pursuant to this Agreement.

K. No Exclusivity:

Maryhaven shall not be the exclusive provider of the Services to the Court. The Court, in its sole discretion, may utilize other contractors to perform/provide the same or similar Services.

L. Confidentiality:

Maryhaven, on behalf of itself and the Clinician, agrees that it will maintain confidentiality of all protected health information in accordance with all applicable patient confidentiality laws and shall not use or disclose any information concerning juveniles referred to Maryhaven and/or the Clinician by the Court, including protected health information, for any purpose unless necessary to the performance of this Agreement or as may otherwise be required by law or court order.

M. Criminal Background Check:

Prior to providing services under this Agreement, the Clinician and all of Maryhaven's employees having direct contact with juveniles referred to Maryhaven by the Court, shall submit to criminal background checks. Criminal background checks shall be performed by an agency competent to perform such checks. Such agency shall provide the results of such checks to the Court. The Court shall be responsible for all costs associated with the required criminal background check(s).

The Court reserves the right to terminate this Contract or refuse to allow the Clinician or any of Maryhaven's employees to provide services where the criminal background check(s) is/are unsatisfactory to the Court. The Court shall be the sole determiner of whether a criminal background check is satisfactory.

N. Findings for Recovery:

Maryhaven hereby certifies that it is not subject to any current unresolved findings for recovery pending

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with or issued by the Ohio Auditor of State.

Paul Coleman
President and CEO
Maryhaven, Inc.

O. Certification Regarding Personal Property Taxes:

Maryhaven hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Paul Coleman
President and CEO
Maryhaven, Inc.

P. Discrimination:

In fulfilling the obligations and duties of the Agreement, the Parties shall not discriminate against any person, client, employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Parties shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices stating that the Parties comply with all applicable federal and state non-discrimination laws. The Parties shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

The right to and a method of appeal shall be made available. Failure to comply with this section may result in the termination of this Agreement.

Q. Access to Disabled:

The Parties shall make all services provided pursuant to this Agreement accessible to the disabled/handicapped. The Parties shall comply with any and all federal and state laws mandating accessibility and 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. The right to and a method of appeal shall be made available. Failure to comply with this section may result in the termination of this Agreement.

R. Campaign Finance – Compliance with ORC § 3517.13

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

S. Access to Records:

At any time, during regular business hours, with reasonable notice and as often as the Court, the Board, the Comptroller General of the United States, the State, or other agency or individual authorized by the Court or the Board may deem necessary, Maryhaven shall make available to any and/or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel

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records, enrollees records, reports, documents and all other information or data, except protected health information ("PHI") not covered by a release or court order, relating to all matters covered by this Agreement. The Court, the Board, and the above named parties shall be permitted by Maryhaven to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents, except PHI not covered by a release or court order, relating to all matters covered by this Agreement.

T. Retention of Records:

Maryhaven, for a minimum of three (3) years after termination of 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, Maryhaven 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 and the Court permits destruction or the three (3) years have expired, whichever is later.

U. 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, via facsimile, confirmation of receipt required, and/or email, read receipt required, to the following individuals at the following addresses and shall be effective on the date received:

Maryhaven:

Fax: _____

Email: _____

County (collectively Court and Board):

Rick Smith
Financial Coordinator
Delaware County Juvenile Court
140 North Sandusky St., Ground Floor
Delaware, Ohio 43015

Fax: _____

Email: rsmith@co.delaware.oh.us

V. Assignment:

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

W. Subcontracting:

Maryhaven may not sub-contract any portion of this Agreement without the express written consent of the Court. If any portion or all of this Agreement is subcontracted, Maryhaven shall continue to act as the prime contractor for all subcontracted services/deliverables and shall assume full responsibility for performance. Maryhaven shall remain the sole point of contact and shall be ultimately responsible for performance.

X. Authority:

The Court is authorized by R.C. §§ 2115.13 and 2151.53 to enter this Agreement. The Board is authorized by R.C. § 302.13(E) to enter this Agreement.

Y. Drug Free Environment:

Maryhaven agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Maryhaven shall make a good

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faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The Clinician shall not bring any illegal drugs or alcohol on County property.

Z. 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.

AA. Severability:

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

BB. Drafting:

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

CC. Signatures:

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

DD. Entire Agreement:

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

EE. Counterparts:

This Agreement may be executed in counterparts.

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

PROPOSED RESOLUTION (APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO EXECUTE SUBORDINATION AGREEMENTS IN FAVOR OF LIBERTY NATIONAL BANK FOR THE REFINANCING OF A COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED HOMEOWNER REHABILITATION) WAS MOVED BY MR. O'BRIEN, BUT DIED FOR LACK OF SECOND.

RESOLUTION NO. 14-1462

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A BARGAINING UNIT AGREEMENT BETWEEN THE DELAWARE BOARD OF COUNTY COMMISSIONERS AND THE INTERNATIONAL ASSOCIATION OF EMTS AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the Director of Emergency Medical Services recommends the agreement;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Delaware County, State of Ohio, hereby approves the agreement effective from January 1, 2015 through October 31, 2017.

(Copy of agreement available for review in the Commissioners' Office until no longer of administrative value).

**AGREEMENT
BETWEEN
DELAWARE COUNTY EMERGENCY MEDICAL SERVICES
AND
INTERNATIONAL ASSOCIATION OF EMTs
AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU
EFFECTIVE
JANUARY 1, 2015
THROUGH**

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OCTOBER 31, 2017

ARTICLE 1 – PREAMBLE DEFINITIONS

Section 1.1 – Preamble.

This is an Agreement between the Delaware County Board of Commissioners (referred to as “Employer” or “County” or “Department”), and the International Association of EMTs and Paramedics, Local R7-11, NAGE-SEIU, (“IAEP” or “Union”), collectively referred to as “the Parties,” to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the Commissioners with regard to this Agreement is limited to their authority as established by the laws of the State of Ohio.

Section 1.2 – Definitions.

- “Bargaining Unit (also sometimes referred to as “time in service”) shall mean the Seniority” uninterrupted service time in any classification in the bargaining unit.
- “Classification (also sometimes referred to as “time in grade”) shall mean the time Seniority” an employee has as a full-time employee in:
 - a. Classification of Advanced EMT; or
 - b. Classification of EMT-Paramedic.
 Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward “Classification Seniority.”
- “County” Delaware County.
- “Days” Calendar day unless specified otherwise.
- “Director” Director of Emergency Medical Services, who is also the Chief Officer of the Department. Director will also mean those who are authorized on his behalf, i.e., “designee”.
- “Employee” Those individuals employed in the classifications included in the bargaining unit described in Article 2.
- “Grievance” A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.
- “Grievant” "Grievant" means an employee or the IAEP.
- “S.O.G.” The Department “Standard Operating Guidelines.”
- “Shift” or “Tour of Duty” or “Work Day” or “Tour” The 24 hour or other period an employee is assigned to work.

ARTICLE 2 - RECOGNITION

Section 2.1 – Representatives.

The County hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining unit described in Section 2.2 of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision in this Agreement, and the resolution of grievances arising under this Agreement.

Section 2.2 - Bargaining Unit.

The bargaining unit shall be all full-time employees in the following classifications: Advanced EMT, Paramedics and Lieutenants. The bargaining unit shall not include supervisors, managers, professional or confidential employees, casual or seasonal employees, and others excluded by Ohio Revised Code Chapter 4117.

Section 2.3 - New Classifications.

In the event that a new classification is created and the parties disagree as to whether such position should be included or excluded from the bargaining unit, the dispute shall be submitted to the State Employment Relations Board.

Section 2.4 - Meetings.

The Employer agrees to allow the Union to conduct meetings on the Employer's premises upon reasonable notice when such premises are available. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings without cause. Employees shall only be permitted to attend such meetings “on-duty” with prior approval of the Director or his designee.

Section 2.5 - Temporary Transfer.

If an employee is temporarily transferred or re-assigned (for less than six (6) months) to a position outside of the bargaining unit, the employee shall remain a member of the bargaining unit. However, the County may modify the temporarily transferred or re-assigned employee's terms and conditions of employment during the period of the transfer or re-assignment consistent with the terms and conditions of employment of those employees who are employed in a position similar to that into which the temporarily transferred employee has

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been placed.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Responsibilities.

Except as specifically abridged, delegated, granted or modified by a specific and express written terms or provisions of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time re-determine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement County and Department work rules and policies, and/or standard operating guidelines for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or terminate employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employer's office as a governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

Section 3.2 - Exercise of Rights.

The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article III without prior negotiation with or agreement of the Union.

Section 3.3 - Contracting Out.

The Employer agrees that contracting work, which will result in a reduction of the bargaining unit by termination or layoff, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

Section 3.4 - Drug/Alcohol Testing.

The Employer expressly retains the right to test the employees for drugs and alcohol, consistent with state and federal law.

ARTICLE 4 - NO STRIKE / NO LOCKOUT

Section 4.1 - No Strike.

The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises, or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any Employees covered by this Agreement honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises, or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any person's affecting the work of such employees.

Any employee engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph 4.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their termination and/or any actions provided for in Ohio Revised Code Chapter 4117.

Section 4.2 - Lockout.

The Employer shall not lockout the employees during the term of this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1 – Nondiscrimination

The County agrees not to discriminate against the employees with respect to their terms and conditions of employment and matters of discipline because of an employee's race, color, national origin, religion, sex, ancestry, political activity which is not prohibited or limited by O.R.C. Chapter 124, union activity, or because

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he is in a protected age group defined by federal law.

Nothing in this Grievance Procedure shall deny Members or the Union any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (herein referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the Union elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the Union elects to pursue a Grievance Procedure in lieu of legal or administrative remedy, the member or the Union is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

Section 5.2 - Employee Rights.

Employees have the right to refrain from forming, joining, assisting, or participating in union activity, or to engage in any such activity.

Section 5.3 - Gender.

Any reference to the male gender in this Agreement shall be equally applicable to females.

Section 5.4 – Compliance with ADA.

Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employees are not subject to the grievance procedure or other legal challenge

ARTICLE 6 – UNION DUES DEDUCTION

Section 6.1 - Written Authorizations.

During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the Auditor to make periodic dues deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written dues deduction authorization to the County. Written dues authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

Section 6.2 –Notice.

The Union shall advise the County Auditor, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of dues to be deducted. Dues deductions shall only be made for a pay period when actual wages are earned. If union dues are owed for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the Auditor to deduct such dues out of future paychecks only upon the express written direction of the Union.

Section 6.3 - Remittance to Union.

The Employer shall instruct the Auditor to deduct the dues from each payroll check. Dues deducted pursuant to this Article shall be remitted to the Union within a reasonable amount of time but in no case later than thirty (30) days from the deduction. Any alleged error in dues deduction must be submitted in writing no later than the calendar month following the alleged error or will be deemed waived.

Section 6.4 - Revocation.

There shall be no dues deductions for employees who do not become or remain members in good standing of the Union and/or who revoke dues authorization in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting dues deductions.

Section 6.5 - Save and Hold Harmless.

The Union agrees to hold the Employer and the County Auditor harmless for any dues deducted and remitted to the Union pursuant to the provisions of this Article.

ARTICLE 7 – PROBATIONARY PERIODS

Section 7.1 - New Employees/Transfers.

Newly hired employees, employees transferred into the bargaining unit, and employees appointed from the classification of Advanced EMT to Paramedic, must complete a probationary period of three hundred sixty-five (365) days. Employees appointed to the classification/rank of Lieutenant must complete a probationary period of one hundred eighty (180) days. The Employer shall have the sole discretion to evaluate the performance of the employee during the probationary period.

All provisions of this Agreement shall apply to new employees in their initial probationary period, or transfer from a non-bargaining unit position, including any extensions of the probationary period, except new and

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transfer employees may be disciplined, including termination, suspension, etc., and the discipline will not be grievable nor may it be submitted to arbitration by either the employee or the Union.

By mutual agreement, a probationary period may be extended for a period of up to one hundred eighty (180) days for new and transfer employees and employees appointed or promoted to the classification of paramedic.

Section 7.2 – Discharge/Termination, Transfer Out.

Probationary employees may be terminated or transferred back out of the bargaining unit (full-time to part-time), or returned to their former classification (Lieutenant to full-time Paramedic, Paramedic to Advanced EMT), as appropriate, for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or under civil service laws, or otherwise subject to challenge.

ARTICLE 8 - CORRECTIVE ACTION, MAINTENANCE OF CERTIFICATION

Section 8.1 - Discipline for Just Cause.

Employees may be disciplined or terminated for just cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Employees may also be disciplined or terminated for any violation of the Employer's current rules or policies or SOGs or rules or policies or SOGs hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement. Nothing in this Article precludes the right of the Employer to terminate or transfer an employee under the provisions of Article 7 - Probation.

Section 8.2 - Punctuality.

Employees shall be present, in uniform, and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.

Section 8.3 - Absence Without Leave.

An employee who is absent for a scheduled work day without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for termination, regardless of prior discipline.

Section 8.4 - Failure to Return from Leave & Inappropriate Use of Leave.

Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including termination, in accordance with the regular policy on absences without leave. If the Director or his designee, determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including termination.

Section 8.5 - Forms of Discipline.

Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) working (paid) suspension; (4) suspension without pay; (5) forfeiture of earned leave; (6) demotion, reduction in position and/or reduction in pay; (7) termination, or (8) other discipline appropriate to the infraction. If discipline is issued, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline. Counseling, evaluations, and performance improvement plans are not deemed or to be considered as discipline.

Section 8.6 –Discipline.

For minor infractions, the principles of progressive disciplinary action will ordinarily be followed. Generally, for a single minor, non-serious infraction, counseling and/or a reprimand will normally precede working suspensions, suspension without pay, reduction in pay, forfeiture of leave, and/or rank, termination, or other discipline appropriate to the infraction. The commission of multiple minor offenses, whether similar or dissimilar in nature, will result in more severe disciplinary action up to termination. The progressive disciplinary action outlined herein is not designed to cover, and cannot be followed in, every situation.

Certain offenses are serious enough to warrant more severe discipline up to and including immediate discharge/termination without regard to previous reprimands or discipline. To this end, the Board of Commissioners and/or the Director reserves the right and discretion to deviate from this progression for offenses which are deemed serious enough to warrant such action. For allegations of a serious nature which may result in a suspension with or without pay, a demotion including a reduction in pay and/or rank, or termination, the County may place a member on administrative leave with pay pending a determination on final disciplinary action, if any.

Section 8.7 - Predisciplinary Process.

Before imposing a reduction in pay, demotion, suspension or removal, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior.

The employee has the right to be accompanied at the conference by one representative of the employee's own

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choosing. The conference will be scheduled as promptly as possible by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference.

If it is determined that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in this Section to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and benefits for the period of suspension without pay.

Section 8.8 - Rules of Conduct.

The Director may issue or modify work rules for employees. The County policies and rules for conduct of County employees apply to employees of this Department. Certain offenses are serious enough to warrant immediate termination without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:

- a. Theft of or intentional or reckless damage to property of the County or the public;
- b. Theft of or intentional or reckless damage to the property of a fellow employee;
- c. Insubordination towards management personnel or the uttering of threatening or abusive language to management or to the public;
- d. Intoxication, working under the influence or the use of alcohol or an illegal controlled substance while on duty, improper use or possession of illegal controlled substances, or conviction for the sale of any illegal controlled substance at any time, on or off-duty;
- e. Falsification of any County records or employment records;
- f. Physical Violence.
- g. Criminal Convictions: however, pending criminal charges shall not limit the ability of the Employer to discipline the employee for the underlying circumstances or other violations of work rules, policies, and standards of the SOGs.;
- h. Harassment;
- i. Loss of driver's license or otherwise deemed uninsurable by the County's insurance carrier;
- j. Dishonesty.

Section 8.9 - Supersede Civil Service Law, Exclusive Remedy.

Ohio Revised Code Section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 3, except employees terminated under Article 7 - Probation, who shall not have any right to appeal a probationary termination.

Section 8.10 - Discipline Records.

A copy of any record of disciplinary action, which has been placed in the employee's file, shall be provided to the employee at the time of placement. In the event that there is no intervening discipline issued to the employee, the following shall apply:

- a. Documented oral reprimands will cease to have force and effect after twelve months;
- b. Written warnings will cease to have force and effect after twelve months;
- c. Records of suspensions will cease to have force and effect after twenty-four months.

Once discipline has ceased to have force and effect, the original copy of the action will be placed in a "dead file" and kept on record with the Employer as required by the Ohio Revised Code.

Section 8.11 – Maintenance of Certifications and Licenses.

As a condition of continued employment with the County, each member shall obtain, possess and maintain the minimum qualifications established for the member's position, which qualifications for all members currently include, but are not limited to, the following:

- A. Certification as a State of Ohio Advanced Emergency Medical Technician or Paramedic.
- B. Certification in Basic Life Support for Healthcare Providers
- C. Any member who is certified as an Emergency Medical Technician – Paramedics shall maintain uninterrupted certification as a Paramedic.

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- D. A current and valid State of Ohio Driver's License.
- E. Maintain insurability under all County automobile and/or liability insurance policy(ies).
- F. Such other and/or additional certifications, licenses, qualifications and/or levels of training as may be established for full-time paramedics by federal or state law, rule or regulation, and/or the County's EMS Departmental Policies or EMS Patient Care Guidelines.

Notwithstanding anything to the contrary contained herein, there is no requirement that any member who did not possess, as of August 1, 2011, a paramedic certification obtain certification as an Emergency Medical Technician Paramedic. This provision shall apply only to those employees who were, as of August 1, 2011, only Advanced EMT licensed and certified. Those employees who are Advanced EMT certified and grandfathered by this provision (i.e., not required to obtain EMT-Paramedic certification) must maintain all other certifications and licenses required by this Article and required by the Director and as outlined and provided for in this Article. This provision shall not apply to any new employees hired or transferred into the Department, or employees employed on August 1, 2011, or after who receive their paramedic certification after August 1, 2011. All employees as of August 1, 2011 and any new employees after that date must be and remain fully certified in all licenses and certifications listed above and as may be required by the Employer.

Members shall be solely responsible to maintain and renew all such certifications and licenses. In order to confirm the ongoing validity of a member's Advanced EMT or Paramedic certification, Driver's License and insurability under the County plan, the County reserves the right to examine the certification, licensing status and driving record of a member, and the members shall assist in this examination or sign any authorization which might be necessary to complete the examination.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Review of File.

An employee shall be allowed the right of review of his or her personnel file and be entitled to the rights and protections of O.R.C. 1347.01, Personal Information Systems provisions.

Section 9.2 - Written Statement.

Should any employee have reason to believe that there are inaccuracies in documents contained in his or her file, the member may notify the Employer in writing of the alleged inaccuracy. The employee shall have the right to submit a written statement detailing his or her objections to the materials in question. If such a statement is prepared, it shall be attached to the material objected to by the member.

ARTICLE 10 VACANCIES, ASSIGNMENTS, AND SCHEDULING

Section 10.1 Vacancy; Posting.

A vacancy occurs when the Employer intends to fill an open (current or new) position and posts the position. The Employer is not required to fill any position posted pursuant to this Article. Any time a position is posted, the posted position shall be filled according to the listed criteria in Section 10.2 below.

Section 10.2 - Procedure.

The Employer will fill vacancies as follows:

Posting. Except as provided below, the Director, or his designee, shall post the vacancy notice, naming the available job. The posting shall be for ten (10) calendar days. Interested candidates must submit a letter of intent to the Director or his designee by the end of the posting period.

Selection. The Employer shall select the candidate he deems most qualified based on their job related experience, training, test results, and educational background needed to perform the duties of the posted job. After a list is posted, candidates may be removed from the list, without resort or recourse to the grievance procedure, for disqualifying conduct, including disciplinary action. With regard to Lieutenant positions, the Director, or his designee, shall post a list as needed. The list will expire after twelve (12) months unless the current list of candidates is exhausted.

Section 10.3 - Crew Schedules.

Crew schedules are established by the Director.

Section 10.4 - Transfers and Assignments.

The Director determines all transfers and assignments. When the Director determines to change an employee's duty days on a permanent basis, the Director shall provide the employee with thirty (30) calendar days notice.

ARTICLE 11 - CONFORMITY TO LAW

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Section 11.1 - Supersede.

This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 11.2 - Conflict with New Laws.

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 11.3 - Reopen Contract.

In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the IAEP will, at the request of either party, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable. The remaining provisions of the Agreement will remain in effect.

ARTICLE 12 - LABOR RELATIONS MEETING**Section 12.1 - Purpose.**

In the interest of sound labor relations, the Director and/or his designee shall, unless mutually agreed otherwise, on a mutually agreeable day and time, meet with not more than three (3) officers of the Union to discuss those matters addressed below. Additional representatives may attend by mutual agreement.

Section 12.2- Meetings and Agenda.

At least five (5) days in advance of such scheduled meetings, each party will submit to the other party any proposed items for the agenda, and a list of representatives that will be attending. There shall be no publication of the agenda or release of the information concerning the labor relations committee's deliberations or recommendations without the advance notice of both the Union President and the Director or his designee. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
3. Discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improve efficiency;
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. Consider and discuss health and safety matters relating to employees.

Section 12.3 - Special Meetings.

If special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 12.4 – Non-bargaining.

Labor-Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. Neither party is required to continue meeting after the third hour of a labor-relations meeting.

ARTICLE 13 - STANDARD OPERATING GUIDELINES

Section 13.1 Union Notification. The Director agrees that SOG's shall be provided to the IAEP in advance of their enforcement. (The duty to notify has no effect on the Director's authority to issue SOG's.) SOG's shall not violate this Agreement. The Union may request within seven (7) days of notice of new or revised SOGs to meet with the Employer in a Labor Relations Meeting to discuss new or revised SOGs.

Section 13.2 Employee Notice, Posting. Employees shall be notified of new or revised SOGs which notice may be through electronic means, e.g., County intranet. Employees will be responsible to read and acknowledge new or revised SOGs. The Employer will also post by electronic means the current collective bargaining agreement between the parties.

ARTICLE 14 - GRIEVANCE PROCEDURE**Section 14.1 - Intent and Purpose, Good Faith, Informal Resolution.**

The grievance procedure is specifically designed to deal with all alleged violations of this contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of this

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contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Probationary terminations or removals are not grievable.

All employees are encouraged to informally discuss with their Captain grievances or concerns regarding the interpretation or application of the terms of this Agreement. Such discussions shall not delay or extend the timelines and requirements for filing grievances.

Section 14.2 - Definitions.

a. Grievance:

A "grievance" is a timely written complaint concerning the interpretation or application of the express written provisions of this Agreement.

b. Grievant:

"Grievant" means an employee or the IAEP.

c. Days:

"Days" means calendar (not work) days.

Section 14.3 - Representative.

The grievant is entitled to IAEP representation at any step of the grievance procedure. The availability of the IAEP representative does not affect the running of the timelines at any step of the grievance procedure. An off-duty steward may meet with the grievant to discuss the grievance during the grievant's regular shift.

Section 14.4 - Time Limits.

Any time limit imposed upon the handling of a grievance shall commence on the date of receipt. Time limits may be changed at any step of the grievance procedure by mutual agreement of the grievant and the Employer, which shall be confirmed in writing, which may include email communications.

The timelines imposed on the grievant are to be strictly construed unless the Director expressly extends the timelines in writing. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the receiving Captain, Assistant Chief or Director within the applicable time requirements, the grievance shall proceed to the next successive grievance step. If a grievance is not timely pursued to the next step the grievance will be deemed withdrawn.

Section 14.5 - Grievance Procedure.

Step 1. The grievant must file a written grievance with his Captain within seven (7) days of the occurrence giving rise to the grievance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provision(s) alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Captain has seven (7) days from the time the grievance is received from the grievant to reply to the grievant. If the Captain denies the grievance or fails to respond in a timely fashion, the grievant may proceed to Step 2 by submitting the grievance to the Director within seven (7) days after receiving the Captain's decision, or immediately after the seven (7) day period expires.

Step 2. This step begins at the time that the grievance is received by the Director. The Director, or his designee, may choose to meet with the IAEP representative or the grievant, or both, within seven (7) days of receiving written notification of the grievance, and shall submit a written decision to the grievant within seven (7) days.

Section 14.6 - Arbitration

Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure and the Local President determines to proceed to arbitration, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Director by the IAEP, in writing, within fourteen (14) days from receipt of the Director's response or if the Director fails to respond within the time limits (set forth in Step 2) to the grievance. If the parties are unable to mutually select an arbitrator, the Union may request a list of arbitrators from FMCS, SERB, or AAA. Failing to mutually agree upon an arbitrator from the panel provided, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by a flip of a coin. The parties may, upon mutual agreement, request that the arbitrator mediate the grievance. If the parties are unable to mediate a resolution, the matter shall proceed to arbitration. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the IAEP. If the arbitrator grants the grievance, the County will pay the arbitrator's costs.

Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His authority must be derived from the express, written provisions of this Agreement. The arbitrator cannot add to, amend or modify in whole or part any provision of this Agreement.

ARTICLE 15 - SENIORITY

Section 15.1 - Probationary Period; Seniority Terminated.

A probationary employee shall have no seniority until he satisfactorily completes the probationary period as a

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full time employee. An employee's seniority shall cease when one or more of the following occurs: (1) he resigns, (2) he is terminated for just cause, (3) he is laid off for a period exceeding twelve months, (4) he retires, (5) he refuses a recall or fails to report to work within five days from the date the Employee receives the recall notice.

Section 15.2 - Station Transfers.

For purposes of station transfers, classification seniority precedes bargaining unit seniority.

Section 15.3 - Definitions of Seniority.

"Classification Seniority" (also sometimes referred to as "time in grade") shall mean the time an employee has as a full-time employee in the following classifications:

- a. Advanced EMT; or
- b. Paramedic or
- c. Lieutenant.

Time worked in any classification not in the bargaining unit or as a part-time employee shall not count toward "Classification Seniority."

"Bargaining Unit Seniority" (also sometimes referred to as "time in service") shall mean the uninterrupted service time in any classification in the bargaining unit.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.1 – Layoffs.

The County will follow the procedures in Ohio Civil Service law for layoffs except as modified in this Article. The County will notify the Union 30 days prior to the date of a layoff.

Section 16.2 - Order of Layoff.

Layoffs, or recalls after layoffs, will be determined by bargaining unit seniority. The least senior employee within each classification shall be laid off first and the most senior employee within each classification shall be recalled first. Employees with higher classifications who are laid off may displace less senior employees in successively lower classifications. Part-time employees within each classification shall be laid-off before any full-time employees in the affected classification. However, if the Director, using ordinary and reasonable discretion, determines that an employee whose seniority entitles him or her to be retained or recalled does not have the ability to perform the available work. The Director need not retain or recall the employee. The Director, in order to determine whether an employee has the ability to perform available work may utilize documentation submitted by the employee or order the employee to be evaluated by a physician, determined and paid by the County.

Section 16.3 - Recall.

If the Department fills part-time positions while full-time employees remain on layoff, the full-time employees on layoff will have the first opportunity for those part-time positions. Full-time employees electing or declining recall to available part-time positions will remain on the recall list for full-time positions for the duration of the recall period. To be eligible for recall employees must possess the necessary certifications or licenses for their classification.

Recall rights shall exist for 365 days from the effective date of the layoff.

Section 16.4 - Good Faith Discussions.

Prior to the effective date of any layoffs, the Employer will offer the Union an opportunity to enter into good faith discussions between the parties regarding the necessity and extent and alternatives to any prospective layoff through the labor relations meetings described in Article 12 of this Agreement.

ARTICLE 17 - MISCELLANEOUS

Section 17.1 - Safe Working Conditions; Duty to Report.

The Employer intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies, and equipment required for members to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the County.

Section 17.2 - Bulletin Boards.

The Employer agrees to provide either a bulletin board or bulletin board space for use by the Union. All union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union President or his designee. No material may be posted on the Union bulletin boards which contain the following:

- a. personal attacks upon any employee or County employee or officials;
- b. scandalous, scurrilous or derogatory attacks upon the administration; or

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- c. commentary regarding a candidate for elected office or issues or for office in the Union.

Section 17.3 - Mileage Reimbursement.

Employees who are required to use their own vehicles for Department business shall be reimbursed at the current County rate for mileage traveled.

Section 17.4 - Union Ballot Boxes.

The Union shall be permitted, upon prior notification to the Director, to place ballot boxes in all EMS stations for the purpose of collecting member's ballots on all Union issues subject to ballot. Such boxes shall be property of the Union and their contents shall not be subject to the Department's review. Responsibility for boxes rests with the Union. Use of boxes shall not interfere with the operations of the Employer.

ARTICLE 18 - UNIFORMS

Section 18.1 - Initial Issue.

The County agrees to provide each full-time employee, the following clothing:

- Three pairs of fatigue pants
- Three fatigue shirts with appropriate markings, optional long sleeve for one shirt
- Two items total of job shirts or wind shirts
- One Belt
- One pair of black shoes or boots
- One set of protective / safety gear, to include pants, coat, helmet, and rescue gloves
- Safety glasses

Section 18.2 - Replacement.

The County agrees to replace all damaged or worn items issued as part of the required uniform. The Director, or designee, reserves the right to determine whether an article is damaged or worn sufficiently to warrant replacement, and may require the employee to turn in the clothing being replaced. Employees may not wear any of the items listed above when they are not on duty.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE

Section 19.1 - Disability Leave.

- A. **Unpaid Disability Leave Requested by the Employee.** If an employee's illness or disability continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid disability leave.

Employees may utilize donated sick leave after exhausting their paid leaves; however, any approved unpaid disability leave shall commence once the employee's paid leaves are exhausted. Employees shall not accumulate leaves or paid holidays when utilizing donated sick leave.

An employee may request an unpaid disability leave for up to six (6) months if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave, compensatory time and vacation. Employees on unpaid disability leave shall not accumulate leaves (sick or vacation) or receive longevity pay. Employees who are not able, at the expiration of the unpaid disability leave, to perform all the functions and duties of their classification will be deemed separated from employment.

To be eligible to return from unpaid disability leave, the employee may be required to authorize the release of medical records or at the discretion of the Employer, submit to an examination. Refusal or failure to submit records or be examined will be deemed separated.

- B. **Involuntary Disability Leave or Disability Separation from Employment.** The Employer may place an employee on unpaid disability leave after the employee has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, it is determined that the employee is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the County may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the County's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for the six (6) month period of unpaid leave, the Employer may separate the employee.
- C. **Reinstatement, Permanent Separation.** Within one (1) year from the expiration of the unpaid disability leave or disability separation, the employee may apply for reinstatement. After receipt of a timely

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application for reinstatement, the County may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. To be eligible for reinstatement the employee must authorize the release of examination results. The County shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of his position, the County shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application and completion of examinations. If, upon completion of the examination, it is determined that the employee is unable to perform the regular duties of his position for greater than six (6) months, the Employer may permanently separate the employee.

- D. **Early Return from Disability Leave.** If a disability leave of absence is granted for a definite period of time, at the discretion of the Director, the employee may be reinstated before the expiration of the leave.
- E. **Follow Up Examinations.** It will be the responsibility of employees to be available for follow-up examinations, to be paid by the Employer, and submit all documentation on request of the Employer.

Section 19.2 - Family and Medical Leave.

The Employer may implement all aspects of the Family and Medical Leave Act in his discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

Section 19.3 - Military Leave.

Military Leave will be administered in accordance with the federal and state law.

ARTICLE 20 - PAID LEAVES

Section 20.1 - Sick Leave.

Each employee shall earn .0656 hours paid sick leave for each hour of regular work. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of this Article is subject to Article 8 of this Agreement (Corrective Action).

Balance Transfers:

A employee who transfers from one County office to another or who transferred or is hired from another public employer in Ohio to County employment within ten (10) years of service, shall be credited with the unused balance of his sick leave accumulated in his prior service. The employee is responsible for obtaining certification of his previously accumulated sick leave.

Use:

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, or patients, and for absence due to illness, or injury in the employee's immediate family where the employee's presence is necessary.

Misuse, Abuse:

Misuse, abuse, or patterned use of sick leave may be grounds for disciplinary action.

Immediate Family:

"Immediate Family" for include: grandparents, great grandparents, , brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, step-children grandchildren, and legal guardian or other persons who stand in the place of a parent to the employee.

Reporting Absence:

An employee who is absent due to one of the above reasons must report his absence one (1) hour before his shift begins or prior to reporting off sick while on duty.

Deduction:

When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one hour of sick leave for every hour of absence from previously scheduled work.

At Death:

Upon death of an employee, unused accumulated sick leave shall be paid to his spouse, children or parents, if any, in that order, or to his estate. Payment for accumulated sick leave at the time of death shall be based on the employee's regular rate of pay at the time of his death, with one such hour of pay for every two (2) hours of accumulated sick leave. If the employee's death was in the line of duty, payment for accumulated sick leave at the time of death shall be one hour of pay for each hour of accumulated sick leave.

At Separation:

Upon resignation or retirement from Delaware County, the County will pay employees who have ten (10) years of service with the Department one-fourth (1/4) of their accumulated sick

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leave.

Section 20.2 - Funeral Leave.

An employee may be absent with pay for up to one twenty-four (24) hour tour to attend the funeral of an immediate family member as defined in Section 20.1 (d) and the following: grandparents-in-law, aunts and uncles.

Section 20.3 – Court and Jury Duty Leave.

Employees may be excused from work for jury duty or when subpoenaed to court when such subpoena results from an incident that occurred when the employee was on duty with the County. Whether or not the court appearance arising from such a subpoena is on a scheduled work day, the employee shall be paid for all such time in court.

Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the County at the regular rate of pay for the normal work day. Time on jury duty is not hours worked for computing overtime. The employee must give his Captain prior notice and proof of his jury duty call, and submit his jury fee to the County Treasurer in order to receive his regular pay.

Section 20.4 - Union Leave.

The Union President or his designee(s) shall be granted up to one hundred fifty (150) hours of time off with pay, upon prior approval, for the duration of the collective bargaining agreement, for the purpose of attending negotiations or labor relations meetings. All Union leave must be reported to the Director or his designee prior to the time taken.

Section 20.5 – Personal Leave

Employees shall be entitled to personal leave up to two (2) times each year in increments of either twelve (12) or twenty four (24) hours. Personal leave shall not be used in connection with other forms of leave and shall be deducted from the employee's sick leave balance. Unused personal leave shall not carry over into the next calendar year. Time spent on personal leave shall not count as actual hours worked for overtime purposes. Personal leave shall be used to attend to important personal matters which cannot be conducted at times other than scheduled work time, or unforeseen emergency situations, and shall not be used for gainful employment or recreation. Employees will use this emergency exception responsibly. If used for an emergency situation, personal leave may be used in conjunction with other leaves. Employees shall provide an explanation, if requested, for the use of personal leave.

ARTICLE 21 - STANDARD WORK WEEK AND OVERTIME

Section 21.1 - Work Schedule.

The normal schedule shall consist of 24 hours (one work day, shift or tour of duty) on duty followed by 48 hours off duty. The Employer retains the right to modify schedules. If the Employer modifies the 24/48 schedule or the start time of a shift, it will provide the affected employees with 120 days advance notice, unless the parties mutually agree on a shorter period.

Section 21.2 - Compensatory Time.

Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used. Employees shall be allowed to accrue up to 160 hours of compensatory time. Compensatory time must be used within 180 days of the time it is earned. The Director, or his designee, may deny a compensatory time request for a certain time if he determines that the Department operations will be interrupted. Compensatory time used will not be counted towards hours worked.

Section 21.3 - Call-Back.

When an employee is called back to work by the Director, or his designee, for hours of work not abutting his regular work shift, he shall be paid for at least two (2) hours.

Section 21.4 - Overtime Rotation.

Overtime will be distributed on a rotating basis in accordance with the applicable SOGs.

Section 21.5 - Employee Trades.

An employee shall be permitted to trade time with another employee upon submitting the trade into the County's scheduling software. The hours worked for a trade shall not be considered hours worked for overtime. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule for that shift. Trading of shifts outside of the normal work schedule will not be authorized (e.g. overtime shifts).

In the event of an unforeseen circumstance, an employee may call their assigned station to make arrangements with another employee to provide coverage. This may only occur twice in any 6 month period. The duty lieutenant or the acting lieutenant must be notified. Additionally, the trade shall be completed on the County's scheduling software immediately upon the employee's arrival. If no one is willing to trade, the employee

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calling shall speak with the duty or acting lieutenant, and indicate that they will be late. The duty or acting lieutenant shall notify an on-duty Captain.

Trades shall not impede department operations. Both employees are required to have at least 48 hours of sick time accrued to be eligible to trade. Employee's agreeing to work a trade who are late or absent without leave at the time they are scheduled to work shall be held accountable, not the employee for whom he/she is working. When an employee calls off for a trade time or fails to report for duty, that employee shall have that amount of time deducted from their sick leave bank, but will not be paid for the deducted sick leave. Employees who show a pattern of not honoring trades will be ineligible for trades for a period of one year.

When submitting the trade into the scheduling software, both days that will be traded must be indicated. Trades must be paid back within a ninety (90) calendar day period.

In the case of trades, employees may work a total of 48 hours. After 24 hours of continuous work time, an employee will not operate emergency vehicles.

ARTICLE 22 - VACATIONS

Section 22.1 - Vacation Leave Accrual.

An employee (after completion of one full year of service) shall have earned two weeks of vacation leave with full pay. Thereafter, an employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

<u>For 24-48 Hour Employees</u>	
1 to 7 years service	120 hours
8 to 14 years service	168 hours
15 to 24 years service	216 hours
25 or more years of service	264 hours

Section 22.2 - Unpaid Absence.

No vacation is earned while an employee is on layoff or unpaid leave.

Section 22.3 - Vacation Leave Scheduling.

Vacation schedules will be arranged pursuant to the applicable SOG.

Section 22.4 - Payment on Death.

In the case of an employee's death, earned but unused vacation leave shall be paid to his spouse, children or parents, in that order, or to his estate, at his then hourly rate of pay.

Section 22.5 - Carryover.

An employee may carry over earned vacation leave for three years with the approval of the Director.

ARTICLE 23 - HOLIDAYS

Section 23.1 - Holidays.

The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

- | | |
|-------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (third Monday in January) |
| 3. Washington-Lincoln Day | (third Monday in February) |
| 4. Memorial Day | (last Monday in May) |
| 5. Independence Day | (July 4) |
| 6. Labor Day | (first Monday in September) |
| 7. Veterans Day | (November 11) |
| 8. Thanksgiving Day | (fourth Thursday in November) |
| 9. Day after Thanksgiving Day | (fourth Friday in November) |
| 10. Christmas Day | (December 25) |

Section 23.2 - Additional Holidays.

Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day, or if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time.

ARTICLE 24 - TRAINING

The County will make available to each employee the opportunity to take a paramedic refresher course, ITLS, PALS, ACLS, CPR and continuing education. The County will pay for the course and compensate the employee for the time spent taking the course. The employee must fill out proper documentation and submit it to the Director.

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ARTICLE 25 - HEALTH INSURANCE

Section 25.1 - Coverage.

The Employer shall maintain a group health benefits plan for the bargaining unit. The plan shall be the plan in effect for the employees of the County generally (management and non-management employees alike). The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally.

Section 25.2 - Changes to Insurance.

If the County decides to change the health insurance benefits, they will inform the Union President thirty (30) days prior to the effective date of the new benefits (or less than 30 days if less than 30 days notice is received by the County from the insurance carrier), and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

ARTICLE 26 - WAGES

Section 26.1 - Current Bargaining Unit Members.

All current bargaining unit member's pay rates will be based on their December 31, 2014 "year-end hourly wage" as established in this Agreement.

Section 26.2 - New (Probationary) Bargaining Unit Members.

All part-time (non-bargaining unit) employees who become full-time and transfer into the bargaining unit will begin at the "Entry" point of the Salary Scale defined in Section 26.3, below.

Section 26.3 - Salary Scale.

All bargaining unit member's pay rates will fall within the following salary scale for the period of this Agreement. All members will receive their annual pay increase in the first full pay period of each calendar year during the contract period, with the exception of those who fail to receive acceptable performance evaluations, as defined in Section 26.4 below. Probationary period employee raises shall be according to the provisions of Section 26.5.

Pay rates for employees in calendar years 2015, 2016 and 2017 shall be 2.75%, 2.85%, 2.85% respectively above the rate received on December 31st of the prior calendar year.

	Entry
Advanced	10.42
Paramedic	12.24
Lieutenant	15.85

The pay rates for employees as of the date of execution of this Agreement and for the duration of this Agreement is set forth in the separate Agreement between the parties, which will be the agreed rates for the term of this Agreement.

Section 26.4 - Evaluations.

Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase on January 1st. Employees will be re-evaluated after six months, and if at that time, they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation, and shall not be subject to back-pay.

Section 26.5 - Promoted Employees, Paramedics and Lieutenants rate of Pay, Demotion

An employee who is newly promoted from Classification of Advanced EMT-to that of EMT-Paramedic, shall receive a 7.5% increase in their current hourly rate or be moved to the New Hire Paramedic Wage, whichever is greater at the time of their promotion. After successful completion of their probationary period, employees promoted to the classification of Paramedic shall receive an additional 5% increase in their hourly rate of pay.

An employee who is promoted to the rank of lieutenant from the classification of EMT-Paramedic shall receive a 7.5% increase in their current hourly rate or be moved to the New Hire/Entry Rate for lieutenant whichever is greater at the time of their promotion. After successful completion of their probationary period employees promoted to the rank of lieutenant shall receive an additional 5% increase in their hourly rate of pay.

Employees who receive raises from a promotion shall not be eligible for the scheduled across-the-board increase that occur during the probationary period or the across-the-board increase next following the completion of their probationary period.

Employees who do not successfully complete their probationary period and employees demoted (voluntarily or involuntarily) shall be placed at the rate of pay had that employee remained in their prior classification.

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Section 26.7 - Out-of-Class Pay.

Employees who hold the classification of EMT-Paramedic shall be paid the out-of-class rate of \$1.00 per hour for hours worked, if the employee works as an Acting-Lieutenant for at least 6 consecutive hours. All out-of-class assignments must be pre-approved by the Director, or his designee. Employees who hold the classification of Advanced EMT shall not be eligible for out-of-class assignments.

Section 26.8 - Field Training Officers

Employees who hold the classification of EMT-Paramedic and are assigned to field train new employees shall receive FTO (Field Training Officer) supplement of \$1.00 per hour for hours actually worked as a FTO. All FTO assignments must be pre-approved by the Director, or his designee. Lieutenants shall not be eligible for FTO supplement.

Section 26.9 - Longevity

As compensation for fulltime years of service to the County, employees shall be entitled to annual longevity pay based upon years of completed service. Such longevity pay shall begin after completion of the fifth (5th) year of service and shall equal \$100.00 for each year of completed service. Longevity pay shall be divided and paid bi-weekly, and shall be based upon the number of completed years of service with the County as of the date of payment.

ARTICLE 27 - SCOPE & SEVERABILITY, WAIVER**Section 27.1 - Supersede.**

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement of the parties.

Section 27.2 - Scope and Waiver .

During the negotiations leading to the execution of this Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The Union expressly waives the right to submit any additional item for bargaining during the term of this Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of this Agreement.

ARTICLE 28 - ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**Section 28.1 - Alternate Procedure.**

The provisions of this Article will be followed in lieu of requesting the State Employment Relations Board to intervene as provided in Section 4117.14(C)(2) of the Ohio Revised Code. However, a notice to negotiate shall be filed with SERB per the statutory time frame and process.

Section 28.2 - Mediation / Factfinding.

During negotiations the parties may, upon written request to the State Employment Relations Board ("SERB"), utilize the services of a mediator. In addition or as an alternative to mediation, the parties may utilize factfinding by requesting a list of names from SERB, or an alternate service as agreed by the parties. Selection of a fact finder shall be made by alternate strike from the panel. The fact finder shall make recommendations based on the criteria set forth in O.R.C. § 4117.14(G)(7).

The parties agree that the process for acceptance or rejection of a fact finder's recommendation as contained in O.R.C. § 4117.14(G)(7) shall apply to and be binding upon the parties.

Section 28.3 - Impasse / Conciliation.

If impasse is reached, as declared by either or both parties, following either mediation and/or factfinding, either party may request in writing the appointment of a binding conciliator. The parties may jointly select an arbitrator to serve as conciliator, or the parties jointly will request a list of seven arbitrators from the American Arbitration Association ("AAA"), the State Employment Relations Board ("SERB"), or the Arbitration Mediation Services ("AMS"). The parties will select the conciliator by the alternate strike method, and either party may request another list(s) from AAA. The parties shall split the cost of the conciliator and arbitrator's service equally.

The conciliator will hold a hearing within thirty (30) days of appointment and, within thirty (30) days of the close of the hearing, shall issue a written report to both parties, which may be made public. At least one week before the hearing date, both parties shall provide each other and the conciliator with their last best offer on each outstanding issue. Each party may also suggest to the conciliator a package or packages of the issues based on the parties' last and best offers. The conciliator may conduct mediation before hearing evidence. His determination, after hearing, must be on an issue-by-issue basis from the parties' last and best offers. The conciliator's determinations must be based on the criteria set forth in O.R.C. § 4117.14(G)(7).

Section 28.3 - Awards of Conciliator.

Awards and orders of the conciliator are subject to Ohio Rev. Code § 4117.14(H).

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Whereas, with Resolution No. 14-1345 the Board Of Commissioners approved a 2.75% compensation adjustment for certain employees under the direction of The Board Of Commissioners for 2015; and

Whereas, the Board of Commissioners wish to provide Tim Hansley, County Administrator with a 4.75% pay increase beginning 1/3/15;

Therefore Be It Resolved, that the Board of Commissioners approve the employee action form to grant Tim Hansley, County Administrator a 4.75% pay increase beginning 1/3/15.

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

ADMINISTRATOR REPORTS

-Tim Hansley, No reports

COMMISSIONERS' COMMITTEES REPORTS

-Commissioner O'Brien, attended the DKMM Meeting on Tuesday. Very Appreciative Of The Fact That It Was Well Organized and To The Point.

-Commissioner Merrell, Attended A CFOA Lunch And Also Attended The DKMM Meeting On Tuesday

RESOLUTION NO. 14-1466

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

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn into Executive Session at 9:55AM.

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

RESOLUTION NO. 14-1467

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 10:40AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Jennifer Walraven, Clerk to the Commissioners