



# Delaware County Board of Developmental Disabilities

*To inspire, empower, and support people to achieve their full potential.*

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## Ethics Council Meeting Agenda

Thursday, December 21, 2017

Room 163 at 6:15 p.m.

**Call to Order**

**Roll Call**

**Public Comments**

**Approve November 16, 2017 Meeting Minutes**

**Discussion Items**

- Ethics Review – AG
- Ethics Review – JD
- Ethics Review – TWA
- Direct Service Contracts
  - Petras Pediatric Rehab, LLC

**Adjournment**



# Delaware County Board of Developmental Disabilities

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## Ethics Council Meeting Minutes

Thursday, November 16, 2017

Room 163 at 5:15 p.m.

### Call to Order

Louis Borowicz, Ethics Council Chairperson, called the meeting to order at 5:15 p.m. on Thursday, November 16, 2017.

### Roll Call

Members present: Louis Borowicz and Howard Heffelfinger

Not present: Tracie Davies Toot

Others Present: Kristine Hodge, Superintendent and Debbie Sonner, Executive Assistant

### Public Comments

None

### Approval of September 20, 2017 Minutes

Howard Heffelfinger moved to approved the minutes from the September 20, 2017 Ethics Council Meeting. Louis Borowicz seconded the motion. The motion carried.

### Discussion Items

- Ethics Review for Cheryl Smart  
The Ethics Council reviewed the suggested resolution for a possible conflict with a family member who receives services and found no conflict exists.
- Ethics Review for Corie Thompson  
The Ethics Council reviewed the employee's request to volunteer with Delaware City Parks and Recreation as a Board Member and as the July 4<sup>th</sup> Parade Coordinator and found that no conflict exists.
- Ethics Review for Chase Waits  
The Ethics Council reviewed the suggested resolution for a possible conflict with a family member who provides services to people in Delaware County; being committee co-chair for Focus on Abilities; a volunteer PTA member; and business owner and found no conflict exists.
- Ethics Review for Jennifer McCleese  
The Ethics Council reviewed and approved the employee requests for a possible conflict with a family member and outside employment and found no conflict exists.



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- Ethics Review for Justin Lavery  
The Ethics Council reviewed the employee request for outside employment and found no conflict exists.
- Ethics Review for Keith Matlack  
The Ethics Council reviewed the suggested resolution for a possible conflict with a family member who provides services to people in Delaware County and found that no conflict exists.
- Ethics Review for Tina Stout  
The Ethics Council reviewed the suggested resolution for a possible conflict with a family member who provides services to people in Delaware County and found that no conflict exists.

Council Member Howard Heffelfinger requested employees be reminded to check the box acknowledging they have no known reportable ethical issues.

The Ethics Council reviewed seven (7) direct service contracts listed below for the Core Teams for January 1, 2018 through December 31, 2018, and found no conflict exists in the contracts submitted for review.

- ABC Therapies, Inc. not to exceed \$439, 400
- Sensory Solutions, LLC not to exceed \$81, 250
- Petras Pediatric Rehab, LLC not to exceed \$48, 750
- Keller Speech Therapy, LLC not to exceed \$65,000
- All About Speech, LLC not to exceed \$65,000
- Let's Talk! LLC not to exceed \$130,000
- Something to Say, LLC not to exceed \$97,500

## **Adjournment**

Howard Heffelfinger moved to adjourn the meeting. Louis Borowicz seconded the motion. The motion carried. The meeting adjourned at 5:22 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debra A. Brown".

Executive Assistant



# Delaware County Board of Developmental Disabilities

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**Name:** Alodia Gallagher  
**Department:** Support Administration

**Date:** 12/4/2017  
**Position:** SSA

General guidelines for reporting potential personal conflicts:

DCBDD employees are required to report any paid or unpaid outside activities/employment that may create an ethical situation. This includes seasonal work and volunteer activities. (Using the below box)

DCBDD employees must report any Immediate Family member (e.g. Spouse, Parents, Children, Stepchildren, Grandparents, Grandchildren, Siblings, In-laws, Stepparents, Stepsiblings, etc.) who is/are employed by any entity that is affiliated with DCBDD as well as any Extended Family member (e.g. Aunts, Uncles, Cousins, Spouse's Extended Family, etc.) who holds a fiscal, service, ownership, or board/trustee position with any entity associated with DCBDD.

DCBDD employees are obligated to report any additional circumstances/situations that could result in an ethical situation. (Using the below box)

	Relationship & Name	Entity	Position
1.	Alodia Gallagher	Powell United Methodist Church	Nursery Coordinator
2.			
3.			
4.			

Comments or matters you feel may pose any kind of ethical situations:

I manage the nursery staff at our church. I interview and hire individuals qualified for child care provider at our church nursery. I also supervise during hours of operation and communicate with church staff and church members regarding their needs for childcare. I also implement, Sunday school curriculum and maintain supplies and snacks in the church nursery.

I also manage staff schedule and call offs ensuring coverage is appropriate for everyone's needs.

I have no known reportable ethical issues

My signature is acknowledgement that I have read the Ethics Policy and Policy 5.3.3-8 within the Personal Policy within the Performance Standards/Trainings/Evaluation sections, and agree to abide by the DCBDD's policies with respect to professional ethics and related matters as set forth therein. To the best of my knowledge and belief, I have listed all reportable matters with respect to all related entities subject to relationships with DCBDD. I understand that any violation of DCBDD policies and Ethical Standard: \_\_\_\_\_ mination.

  
Emplo



# Delaware County Board of Developmental Disabilities

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**Name:** Jodie Davenport  
**Department:** Fiscal

**Date:** 11/16/17  
**Position:** Fiscal Support

General guidelines for reporting potential personal conflicts:

DCBDD employees are required to report any paid or unpaid outside activities/employment that may create an ethical situation. This includes seasonal work and volunteer activities. (Using the below box)

DCBDD employees must report any Immediate Family member (e.g. Spouse, Parents, Children, Stepchildren, Grandparents, Grandchildren, Siblings, In-laws, Stepparents, Stepsiblings, etc.) who is/are employed by any entity that is affiliated with DCBDD as well as any Extended Family member (e.g. Aunts, Uncles, Cousins, Spouse's Extended Family, etc.) who holds a fiscal, service, ownership, or board/trustee position with any entity associated with DCBDD.

DCBDD employees are obligated to report any additional circumstances/situations that could result in an ethical situation. (Using the below box)

	Relationship & Name	Entity	Position
1.	Heidi Cline /sister	All R Friends	Site Director
2.			
3.			
4.			

Comments or matters you feel may pose any kind of ethical situations:

My sister is the Site Director for All R Friends in Upper Arlington. People from Delaware County are not served at her site, but All R Friends does provide services to people in Delaware County.

I do not process billing from All R Friends, knowing that my sister works for their company. In my position in Fiscal Support, I also do not have any influence over anyone choosing All R Friends as a service provider.

I have no known reportable ethical issues

My signature is acknowledgement that I have read the Ethics Policy and Policy 5.3.3-8 within the Personal Policy within the Performance Standards/Trainings/Evaluation sections, and agree to abide by the DCBDD's policies with respect to professional ethics and related matters as set forth therein. To the best of my knowledge and belief, I have listed all reportable matters with respect to all related entities subject to relationships with DCBDD. I understand that any violation of DCBDD polices and Ethical Standards may result in disciplinary action up to and including termination.

Jodie Davenport 11/16/17  
Employee Signature

\_\_\_\_\_  
Committee Member Initials

\_\_\_\_\_  
Date Reviewed

Approved

Denied



# Delaware County Board of Developmental Disabilities

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**Name:** Terri Wolfe-Anderson  
**Department:** Early Intervention

**Date:** 11/16/2017  
**Position:** Developmental Specialist

General guidelines for reporting potential personal conflicts:

DCBDD employees are required to report any paid or unpaid outside activities/employment that may create an ethical situation. This includes seasonal work and volunteer activities. (Using the below box)

DCBDD employees must report any Immediate Family member (e.g. Spouse, Parents, Children, Stepchildren, Grandparents, Grandchildren, Siblings, In-laws, Stepparents, Stepsiblings, etc.) who is/are employed by any entity that is affiliated with DCBDD as well as any Extended Family member (e.g. Aunts, Uncles, Cousins, Spouse's Extended Family, etc.) who holds a fiscal, service, ownership, or board/trustee position with any entity associated with DCBDD.

DCBDD employees are obligated to report any additional circumstances/situations that could result in an ethical situation. (Using the below box)

	Relationship & Name	Entity	Position
1.	Sister/Kim Roberts	Kim Cares LLC	
2.			
3.			
4.			

Comments or matters you feel may pose any kind of ethical situations:

I have no known reportable ethical issues

My signature is acknowledgement that I have read the Ethics Policy and Policy 5.3.3-8 within the Personal Policy within the Performance Standards/Trainings/Evaluation sections, and agree to abide by the DCBDD's policies with respect to professional ethics and related matters as set forth therein. To the best of my knowledge and belief, I have listed all reportable matters with respect to all related entities subject to relationships with DCBDD. I understand that any violation of DCBDD polices and Ethical Standards may result in disciplinary action up to and including termination.

X

Employee Signature



## **AGREEMENT FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

This Contract for Physical and Occupational Therapy Services (“Contract”) is entered into this \_\_\_\_ day of December, 2017, by and between the Delaware County Board of Developmental Disabilities, Delaware County, Ohio (“Board”), whose principal place of business is located at 7991 Columbus Pike, Lewis Center, Ohio 43035, and Petras Pediatric Rehab, LLC (“Contractor”), whose principal place of business is located at 187 Lake Ridge Drive, Worthington, Ohio 43085 (individually, “Party”; collectively, “Parties”).

**WHEREAS**, Contractor has experience in providing the services sought by the Board; and

**WHEREAS**, Pursuant to its powers and authority under Ohio Revised Code § 5126 et seq., the Board wishes to utilize Contractor's services and abilities during the term of this Agreement, and Contractor is willing to offer such services upon the terms and conditions in this Contract;

**NOW, THEREFORE**, in consideration of the covenants, terms, and conditions set forth herein, the parties hereto agree, as follows:

### **ARTICLE I. TERMS OF AGREEMENT**

- A. The term of this contract shall become effective on and be inclusive of the date the last Party signs this Contract and shall be from **January 1, 2018 through and including December 31, 2018**. Either Party may withdraw from said Contract by providing to the other Party written notice of their intent to withdraw. Said written notice must be served to the other Party at least ninety (90) days prior to the effective date of withdrawal.

### **ARTICLE II. RELATIONSHIP OF PARTIES**

- A. **Independent Contractor.** The Contractor agrees that it shall act in performance of this Contract 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 Contract. The Contractor assumes all responsibilities 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 that may accrue and/or become due because of compensation received for Services under or pursuant to this Contract. The Contractor and/or its officers, officials, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the BOARD or Delaware County, Ohio.
- B. **Independent Contractor Acknowledgement / No Contribution to OPERS.** The BOARD and Delaware County, Ohio (for purposes of this section and the following section, collectively, “County”) are public employers as defined in R.C.

§ 145.01(D). The County has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the Contractor and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor 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 the Contractor is an individual or has less than five (5) employees, the Contractor, 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 Contract. The County shall retain the completed Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If the Contractor has five (5) or more employees, the Contractor, by his/her signature below, hereby certifies such fact in lieu of completing the Form:

\_\_\_\_\_  
Contractor

### **ARTICLE III. SCOPE OF WORK AND COVENANTS OF THE PARTIES**

- A. The Contractor agrees to:
1. Using knowledge and principles of Physical and Occupational Therapy provide services within the natural environment of the child/family, through coaching and mentoring the family to increase the child's enjoyment and participation in everyday routines and family activities;
  2. Conduct standardized evaluations for children under the age of three as part of the eligibility determination process; complete evaluation reports according to organizational procedures and timelines.
  3. Conduct child assessments and family-directed assessments to determine need and program planning for children already determined eligible for services; complete reports according to organizational procedures and timelines.
  4. When determined appropriate by the early childhood team, function as a "primary service provider" for families with eligible children birth through age two:
    - a. Based on family's priorities and child's interests, assist Individualized Family Service Plan (“IFSP”) team in writing functional outcomes,
    - b. Provide services needed to meet the functional outcomes based on



- c. parent priorities and written in the IFSP.
  - d. Address child's development in all five domains (language, cognition, social-emotional, gross and fine motor) as needed.
  - e. Act as the liaison between team members and the family in meeting the needs of the child and family;
  - f. Consult with other professionals on the team as needed.
  - g. Make evening/weekend visits as needed.
- 5. Using knowledge and principles of physical therapy to provide consultation to developmental specialists who are serving families with children age three through five; act as a resource and support.
- 6. Participate as a member of Core Team in the provision of evidence based intervention services.
  - a. Attend weekly Core Team meetings as scheduled by the Board's Director of Help Me Grow/ Early Intervention Services.
  - b. For eligible children under the age of three participate in "joint visits" with the family's primary service provider, when deemed necessary by the primary service provider and the early childhood team.
  - c. Coach and mentor fellow team members as needed.
  - d. Provide training on topics related to physical therapy as needed and requested.
- 7. Complete necessary paperwork for children as they prepare to transition at age 3 years. If requested by parents, participate in the Individualized Education Plan meeting.
- 8. Complete documentation (in the form of case notes) of service provision, including date, time, type of activities, outcomes, and plan; complete other forms and paperwork as required.
- 9. Participate in regular assessments of existing programs and services. Serve as a resource person to staff, parents, and other programs.

B. Contractor further agrees to:

- 1. **Invoice.** Submit a monthly invoice itemizing dates of service, hours of service, and a brief description of the service delivered. This invoice shall be provided to the Board by the 1<sup>st</sup> day of the month following the delivery of agreed upon services.
- 2. **Criminal Background Check.** Provide proof of criminal background checks through the Bureau of Criminal Identification & Investigation for any staff hired to fulfill the Contractor's obligations under this Contract.
- 3. **Licenses.** Make available to the Board copies of any license, certification,

or other credentials required by staff hired to fulfill the Contractors obligations under this Contract.

4. **Indemnification.** Indemnify and hold harmless the county, the Board of DD, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

C. The Board agrees to:

1. **Equipment and Space.** Provide adequate space and necessary equipment/supplies for services to be delivered (if applicable). The Contractor will be responsible for furnishing any supplies and/or equipment not provided by the Board.
2. **Pay Rate.** Pay the Contractor for services delivered at a rate of \$65.00 per hour.
3. **Travel Expenses.** Reimburse the Contractor for travel time only as a result of visiting children and families in their homes and other natural environments. Reimbursements will be at the current hourly rate of \$65.00 per hour.
4. **Maximum Payment.** Contractor agrees to accept as full payment for Services rendered to the Board the lesser of the following: (1) The maximum amount of Eighty-One Thousand, Two Hundred, Fifty Dollars and Zero Cents (\$81,250.00); or (2) The amount of compensation for actual Services provided by Contractor during the Contract term. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum amount of Eighty-One Thousand, Two Hundred, Fifty Dollars and Zero Cents (\$81,250.00).
5. **Reimbursement.** Reimburse Contractor within thirty (30) days after receipt of a properly submitted invoice.
6. **Cancellations.** Conveyance of information about changes or cancellations in the Board's operating schedule within twenty-four (24) hours of the Contractor's scheduled delivery of services, or as soon as possible in immediate situations.

#### **ARTICLE IV. GENERAL PROVISIONS AGREED BY BOTH PARTIES AND POLICIES**

- A. The Board has an Administrative Resolution of Complaints policy and procedure

as required by Ohio Administrative Code 5123:2-1-12 for the resolution of complaints involving the programs, services, policies or administrative practices of the Board or the entities acting under contract to the Board. A copy of the Administrative Resolution of Complaints policy and procedures is available to the contractors within forty-eight hours of a verbal or written request for such.

- B. It is understood by the Parties that no fee shall be charged to the participants in the program or to their parents or guardians unless specifically provided for in this Contract. All services in connection with the Contract and the supervision thereof shall be rendered in compliance with Title VI of the Civil Rights Act, the Americans with Disabilities Act, and other regulations and laws presently in effect concerning persons with handicapping conditions.
- C. The Contractor shall be bound by, conform to, comply with, and abide by all current applicable Board policies. The Board may, in its sole discretion, immediately terminate this Contract for failure of the Contractor to comply with Board Policy. Copies of Board Policy are available upon request or online at <http://www.dcbdd.org/policies.php>. The Board reserves the authority to change, amend, replace, enact, repeal, and/or rescind Board Policy at any time and without notice.

#### **ARTICLE V. CONFIDENTIALITY**

- A. Contractor acknowledges that information obtained regarding the operation of the Board, its products, services, policies or any other aspect of its business is confidential, and shall not be revealed or disclosed to any person, company or other entity without the express written permission of the Board.
- B. Contractor agrees to comply with all applicable sections of Ohio Revised Code Chapter 5126.044 regarding confidentiality and disclosure of individual information.
- C. Additionally, Contractor agrees to comply with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements. Contractor shall enter into a Business Associate Agreement with the Board prior to obtaining access to any Protected Health Information ("PHI").

#### **ARTICLE VI. ACKNOWLEDGMENT**

- A. For those services funded by the Board, the Contractor's letterheads, advertisements and brochures shall include the Board logo or the statement that the Contractor is a contract agency, or in part funded by the Board.

#### **ARTICLE VII. GENERAL ACCESS BY THE BOARD**

- A. The Contractor shall provide the Board with information, which is reasonably necessary to permit the Board to:

1. Monitor and evaluate the Contractor's compliance with the terms of this Contract.
  2. Conduct an investigation into any grievance of an individual served, family member, or guardian.
  3. Perform its duties under applicable requirements.
- B. Information shall be provided by the Contractor during ordinary business hours and the Board shall provide reasonable prior notice of any on-site visit including time, date, and purpose of the visit.
- C. The Board may obtain immediate access to information without prior notice, including access to staff and records of individuals served, when such information is reasonably related to allegations of an alleged or suspected major unusual incident as defined by Ohio Administrative Code 5123:247-02.

#### **ARTICLE VIII BASIC DOCUMENTS**

- A. Upon request of the Board, the Contractor shall provide the Board with the most recent versions of the following documents:
1. Articles of Incorporation and By-Laws, if applicable.
  2. Evidence of certification, licensure and/or accreditation if applicable.

#### **ARTICLE IX. MAJOR UNUSUAL INCIDENTS**

- A. The Contractor shall ensure that all alleged or suspected major unusual incidents are reported to the Board within 24 hours or on the next business day after discovery by the Contractor. Ohio Administrative Code 5123:2-17-02 defines a "Major Unusual Incident".
- B. The Contractor shall cooperate fully in the conduct of investigations of alleged/suspected MUIs and take immediate action to protect the health and wellness of the individual(s) served.
- C. The Contractor shall cooperate with the Board in implementing any action which the Board determines to be necessary to correct the conditions which have caused or contributed to the major unusual incidents, or a pattern of major unusual incidents.

#### **ARTICLE X. NOTICE OF MATERIAL CHANGES**

- A. Contractor shall provide notice of any changes to the Board in any matters reflecting Services provided under this Contract.

## **ARTICLE XI. EVALUATION AND ACCOUNTABILITY**

- A. The Contractor shall cooperate with the Board in all monitoring activities, including, but not limited to program reviews, Medicaid compliance reviews, and appropriate fiscal monitoring. The Parties shall work together cooperatively to comply with any applicable Medicaid requirements.

## **ARTICLE XII. DOCUMENTATION AND RECORDS**

- A. The Contractor shall keep accurate, current, and complete records of service delivery in accordance with Board requirements.
- B. Payment for services shall not be made until documentation necessary to support the billing has been provided in accordance with the Board's requirements.

## **ARTICLE XIII. ACCOUNTING**

- A. The Contractor shall maintain complete and accurate financial records with respect to all undertakings required by this Contract. The Contractor is responsible for ensuring that its financial statements are fairly presented in accordance with generally accepted accounting principles, including, but not limited to standards set forth in Financial Accounting Standards Board (“FASB”) Nos.116 and 117.
- B. The Contractor shall submit to an annual review of its financial records at a level determined by its governing body and provides a copy of such review to the Board.
- C. In the event the financial review contains findings in the Schedule of Findings and Questioned Costs, or in the event the Contractor's records are deemed not auditable, then:
  - 1. The Parties shall immediately arrange a conference.
  - 2. If the deficiencies are not corrected within ninety (90) days, then the Board may give the Contractor written notice of its intent to terminate the contract.

## **ARTICLE XIV. CONFLICTS OF INTEREST**

- A. No member or employee of the Board or prohibited family member or employee of the Board shall serve on the governing board of the Contractor.
- B. No member of the Board shall serve as an employee of the Contractor.
- C. An employee of the Board or a prohibited family member of an employee of the Board shall not serve as an employee of the Contractor unless:
  - 1. Full disclosure of the relationship is made to the Board and the Contractor

board; and

2. The Superintendent of the Board gives written approval.

A prohibited family member is a spouse, child, parent, brother, sister, grandparent, grandchild, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law or a person who stands in the place of such a family member.

- D. The CONTRACTOR shall be forbidden from referring and then providing additional therapy services for individuals and /or families to the CONTRACTOR'S agency, company, or partnership, as not contemplated by this Contract.

- E. CONFLICT OF INTEREST/NON-COLLUSION:

The Contractor is unaware of and certifies that there are no conflicts of interest that would prohibit the Contractor from entering this Contract and agrees to immediately notify the BOARD if and when it becomes aware of any actual or potential conflict(s) of interest that arise during the term of the Contract. Contractor further guarantees that this Contract is not a product of collusion with any other vendor and no effect has been made to fix an overhead, profit, or cost element of any proposed price.

## ARTICLE XV. INSURANCE

- A. **General Liability.** The Contractor shall carry comprehensive general liability insurance of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) minimum annual aggregate. Contractor is required to notify the Board of any erosion of the aggregate.
- B. **Professional Liability.** The Contractor shall carry professional liability insurance of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) minimum annual aggregate. Contractor is required to notify the Board of any erosion of the aggregate.
- C. **Employers' Liability.** The Contractor shall carry employers' liability insurance in a minimum amount of five hundred thousand dollars (\$500,000).
- D. **Automobile.** The Contractor shall insure that there is automobile/vehicle liability insurance for all vehicles used to transport individuals served by this contract, whether such vehicles are owned by the Contractor or its agents or employees, in an amount of at least two million dollars (\$2,000,000) per occurrence and two million (\$2,000,000) minimum annual aggregate. Contractor is required to notify the Board of any erosion of the aggregate.

- E. **Workers' Compensation.** The Contractor shall provide evidence of proper Workers' Compensation Coverage.
  
- F. **Claims-made Policies.** In the event that the Contractor meets any of its obligations under this Article by obtaining a "claims-made" policy and changes insurance carriers during the term of this agreement, the contractor shall provide evidence of continuity of coverage to the satisfaction of the Board, including:
  - 1. An extended reporting period of not less than two years which allows for an extended period of time to report claims from incidents that occurred after the policy retroactive date and before the end of the policy period (tail coverage), or
  - 2. Continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for similar coverage while the provider was under contract with the Board.
  
- G. **Evidence of Coverage** The Contractor shall provide the Board with a certificate of insurance evidencing each type of coverage required under this section, naming the Board and the Delaware County Commissioners as additional insured's and providing the Board with notice of cancellation or non-renewal of any such coverage within thirty (30) days of the time the Contractor receives such notice. The Contractor shall also provide the Board with notice of the erosion of any annual aggregate, amount during the policy period.

## **ARTICLE XVI. MODIFICATION, RENEWAL AND TERMINATION**

- A. **Modifications.** This Contract, including, without limitation, the term, may be modified by the mutual consent of the Parties in writing.
  
- B. **Termination.** This Contract may be terminated by the Board without the requirement for a 90- day notice under the following circumstances:
  - 1. Contractor loss of required certification and/or accreditation.
  - 2. Serious and imminent risk to the health or safety of Individuals served.
  - 3. Bankruptcy, dissolution, receivership or other court order which effectively removes the Contractor from control of services.
  - 4. Material, uncured breaches of this Contract.
  - 5. If it is determined that the Contractor is involved in fraudulent acts.
  
- C. This contract may be terminated by the Contractor without the requirement for a 90-day notice if the Board fails to make reimbursements as required in this



Contract or if there are other material, uncured breaches of duties of the Board under this Contract.

### **Procedure**

1. If either Party believes that the conditions listed in the Termination Section (XVI B. 1-5) exists, the Party shall notify in writing by certified mail the other Party of the fact.
2. Immediately upon notification, the Parties shall arrange a meeting to review whether conditions warranting termination exist.
3. In the event there is agreement that the conditions warranting termination exist, the Parties shall cooperate in an immediate transfer of programs and services to an alternative Contractor, if applicable. If there is not agreement that conditions warranting termination exist, then the process of termination of contract may be initiated by either Party. For as long as services under this Contract continue to be delivered by the Contractor, the Contractor will be paid for its services.

### **Termination of Cause:**

Both Parties hereby agree to attempt to settle disputes over obligations set forth in this Agreement as reasonably and **promptly** as possible; however, this Agreement can be terminated by either Party for cause provided that either Party provide written notice to the other Party of the defaults that are claimed to have occurred **and** give that Party thirty (30) days within which to cure such defaults. In the event that the defaults are not cured within the thirty (30) day period, notice in writing shall be given to the defaulting Party and this Contract shall terminate thirty (30) days from the date of such notice.

- D. **Fraud** If it should be determined that the Contractor is involved in fraudulent acts, there shall be immediate written notification that the contract shall be terminated. All federal, state, and local laws shall be followed in the performance of this Contract and any felony should be reported to the proper authorities.
- E. **Renewal** If a Party wishes to not renew the Contract, the Party desiring to not renew shall give the other Party notice of non-renewal at least 90 days before the expiration of this Contract.

Upon written agreement of the Parties, this Contract may be renewed subject to any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties.

## **ARTICLE XVII. MISCELLANEOUS**

- A. **Non-Discrimination.** Pursuant to Ohio Revised Code 5126.07 Contractor shall not discriminate in the provision of services covered by this Contract on the basis of race, color, sex, creed, disability, national origin, or the inability to pay.
- B. **Attachments.** The attachments are hereby incorporated as part of this Contract. In the event that any section of attachment is inconsistent with any requirements of this Contract the terms of this Contract shall be binding on the Parties.

#### **ARTICLE XVIII. ASSIGNMENT AND SUBCONTRACTING**

- A. This Contract and/or any of the rights or responsibilities contained herein may not be assigned or transferred to any other Party without the express written consent of both Parties. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.
- B. The Contractor may not subcontract any portion of this Contract, without the prior written consent of the BOARD. If Services are subcontracted, the Contractor shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

#### **ARTICLE XIX. INTEGRATION**

- A. This instrument embodies the entire Contract between the Parties with respect to the provisions of services by the Contractor to enrollees of the Board, and it will not be modified or amended except by a written agreement signed by both Parties.
- B. **Entire Agreement.** It is acknowledged by the Parties hereto that this Contract supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Contract.
- C. **Severability** Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated.
- D. **Notices and Invoices:**

All notices, payments, and invoices which may be required by this Contract or by operation of any rule of law shall be sent via certified mail or personally delivered

to the following individuals at the following addresses and shall be effective on the date received:

**Board:**

Kristine Hodge, Superintendent  
Delaware County Board of  
Developmental Disabilities  
7991 Columbus Pike  
Lewis Center, Ohio 43035

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. Governing Law** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Delaware County shall serve as the venue for any court proceedings.
- F. Headings** The paragraph captions and headings in this Contract are inserted solely for the convenience of the Parties and shall not affect the interpretations of construction of this Contract or any of the terms of this Contract. This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- G. Waiver** The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.
- H. Competitive Bidding Not Required.** Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid. The Board does not desire to competitively bid this Contract.
- I. Drug Free / Smoke Free Environment.** The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- J. Findings for Recovery.** The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

\_\_\_\_\_  
Contractor

- K. Campaign Finance – Compliance with ORC § 3517.13.** Pursuant to ORC § 3517.13(I)(3) and J(3), the Board is required to receive certification that an individual awarded a contract providing services with a cost aggregating more than ten thousand dollars in a calendar year is in compliance with the applicable provisions of ORC § 3517.13. The Contractor is therefore required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with

O.R.C. Section 3517.13.” Such certification is attached hereto as “Exhibit B” and by this reference is incorporated as a part of this Contract.

- L. **Signatures.** Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal’s behalf and is authorized to bind such principal.
  
- M. **No Exclusivity** Contractor shall not be the exclusive provider of the Services to the Board. The Board, in its sole discretion, may utilize other contractors to perform/provide the same or similar Services.
  
- N. **Counterparts** This Contract may be executed in counterparts.

**\*SIGNATURE PAGE TO FOLLOW\***

**SIGNATURES:**

Board:

\_\_\_\_\_  
Kristine Hodge, Superintendent  
Delaware County Board of Developmental Disabilities  
7991 Columbus Pike  
Lewis Center, Ohio 43035

\_\_\_\_\_  
Date

**Contractor:**

(Signature) \_\_\_\_\_

\_\_\_\_\_  
Date

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Carol O'Brien  
Delaware County Prosecutor

**Auditor's Certification:**

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Contract have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that the Contractor has no outstanding findings for recovery issued against it by the State of Ohio.

\_\_\_\_\_  
George Kaitsa, Delaware County Auditor



**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name



**CONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE**

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Personally appeared before me the undersigned, \_\_\_\_\_, an independent contractor for a contract for the purchase of goods and/or services to be let by the Delaware County Board of Developmental Disabilities, Delaware County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further state that the undersigned has the authority to make the following representation on behalf of himself or herself:

1. On behalf of the individual, partnership or other unincorporated business, association, estate, or trust that all of the following persons, if applicable, are in compliance with 3517.13 (I)(1)1:
  - a. the individual;
  - b. each partner or owner of the partnership or other unincorporated

---

1 O.R.C. § 3517.13(I)(1)(a) provides:

[N]o 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 any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if any of [those persons listed in ¶ 1, a–h] . . . has made, as an individual, within the previous twenty-four months, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(I)(1)(b) prohibits award of such a contract

[I]f **any combination** of the following has made, within the previous twenty-four months, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) The individual; (ii) Any partner or owner of the partnership or other unincorporated business; (iii) Any shareholder of the association; (iv) Any administrator of the estate; (v) Any executor of the estate; (vi) Any trustee of the trust; (vii) The spouse of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (viii) Any child seven years of age through seventeen years of age of any person identified in divisions (I)(1)(b)(i) to (vi) of this section; (ix) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.” (Emphasis added.)

- business;
  - c. each shareholder of the association;
  - d. each administrator of the estate;
  - e. each executor of the estate;
  - f. each trustee of the trust;
  - g. each spouse of any person identified in (a) through (f) of this section;
  - h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
  - i. any combination of persons identified in (a) through (f) of this section.
2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)2:
- i. an owner of more than twenty per cent of the corporation or business trust;
  - ii. each spouse of an owner of more than twenty per cent of the corporation or business trust;
  - iii. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
  - iv. any combination of persons identified in (a) through (c) of this section.

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2 O.R.C. § 3517.13(J)(1)(a) provides:

[N]o 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 or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if any of [those persons listed in ¶ 2, a–c] . . . has made, as an individual, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

O.R.C. § 3517.13(J)(1)(b) prohibits award of such a contract

[I]f **any combination** of the following has made, within the previous twenty-four months, taking into consideration only owners for all of that period, one or more contributions totaling in excess of two thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee: (i) Owners of more than twenty per cent of the corporation or business trust; (ii) Spouses of owners of more than twenty per cent of the corporation or business trust; (iii) Children seven years of age through seventeen years of age of owners of more than twenty per cent of the corporation or business trust; (iv) Any political action committee affiliated with the corporation or business trust. (Emphasis added.)

**CONTRACTOR:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_