

18-360
EXHIBIT B

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF SUMMIT
AND

FOR COMMUNITY ALTERNATIVE SENTENCING CENTER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into on _____ by and between the County of Summit ("County") an Ohio Charter County with its principal place of business located at 175 South Main Street, Akron, Ohio 44308 and _____ ("Subdivision") an Ohio _____ with its principal place of business located at _____. Hereafter they may be collectively referred to as the Parties.

WHEREAS, pursuant to Resolution Number _____ the County has created a Community Alternative Sentencing Center ("CASC") under section 307.932 of the Ohio Revised Code; and

WHEREAS, County has entered into a contract with Oriana House, Inc. ("Oriana") to operate the CASC; and

WHEREAS, Subdivision, through _____ Municipal Court, desires to be able to place in the CASC residents who are eligible under the criteria established for admission to that facility; and

WHEREAS, Subdivision has adopted Resolution Number _____ authorizing it to enter into this agreement.

NOW THEREFORE, the Parties agree to the following terms and conditions:

I. County Responsibilities

The County shall continually operate a CASC unless, pursuant to ORC 307.932(F), the County determines that it is in the County's best interest to dissolve the CASC. If the County determines to dissolve the CASC, it will give Subdivision at least _____ days/months notice of this decision prior to introducing to the County Council, a resolution to dissolve the CASC.

Unless Subdivision has its own agreement with Oriana for services to its residents, County will pay the fees billed by Oriana for Subdivision residents in the CASC. County will track those fees and provide an annual summary of these expenses to Subdivision for informational purposes.

II. Subdivision Responsibilities

Oriana is responsible under its contract with County, to ensure that participants in the CASC program receive medical treatment, and that participants pay the cost of that treatment. In the unlikely event that medical expenses are incurred by a Subdivision resident in the CASC but Oriana is required to pay those fees, Subdivision agrees to be responsible to reimburse Oriana for any medical fees or expenses paid by it on behalf of that resident. Upon receipt of a bill from Oriana for medical expenses of a resident, Subdivision agrees to pay such expenses within 45 days.

If a resident of Subdivision who is a participant in the CASC program is indigent and dies in the CASC, Subdivision agrees to be responsible for the costs of removal and burial of the resident.

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III. Term

This is a sticky one. The Subdivision shouldn't be able to terminate this agreement as long as the County is operating a CASC and Subdivision residents can be sentenced there. We don't want them terminating this and thus their obligation to pay resident medical expenses, but still have residents being sentenced to that facility because then, in theory, Oriana will be after us to pay them for those expenses. So maybe:

This Agreement shall take effect on _____ and continue in full force and effect for as long as County operates a CASC in any form.

IV. Notifications.

Notices required to be sent under the terms of this agreement shall be sent to the all of the following addresses:

County of Summit
175 S. Main St.
Akron, Ohio 44308
Attn: Law Director

Subdivision

Attn: _____

V. Amendments.

Any amendments to this agreement must be in writing and executed by both Parties.

In Witness Whereof, the Parties have executed this agreement as of the date set forth above.

Subdivision

County of Summit

Name:
Title:

Ilene Shapiro, County Executive

Approved as to form and correctness:

Approved as to Form:

Law Director

Deborah Matz, Director of Law and Risk
Management