

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 21, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz (Absent)

**RESOLUTION NO. 00-664**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AND PERSONNEL MATTERS AT 8:30 AM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to go into Executive Session.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Absent
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**RESOLUTION NO. 00-665**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:15 AM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Absent	Mr. Ward	Aye
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**RESOLUTION NO. 00-666**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD AUGUST 14, 2000:**

It was moved by Mr. Ward, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meeting held August 14, 2000, and to approve resolutions and minutes as submitted.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Absent
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**PUBLIC COMMENT**

Ms. Kay Kredey spoke regarding problems she has with a neighbors dog. (See minutes)

**RESOLUTION NO. 00-667**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 279596 THROUGH 280325 :**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants 279596 through 280325 on file in the office of the Delaware County Commissioners.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Absent	Mr. Ward	Aye
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**RESOLUTION NO. 00-668**

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

Commissioners are requesting that Letha George attend County Commissioners Days at Marietta, Ohio on August 22 & 23 at no cost.

Building Regulations is requesting that Ken Bruen and Roger Adkins attend a "Legal Aspects " Seminar at Dayton, Ohio on September 13, 2000, in the amount of \$150.00.

The Department of Job and Family Services is requesting that Mona Reilly, Rhonda Leasure, and Julie Kunkle attend the Ohio Human Services Symposium "Managing in the New Millennium" seminar at Columbus, Ohio on September 27 through 29, 2000, in the amount of \$354.00

Emergency Management is requesting that Pearline Howald attend an Effective Communications Course at Columbus, Ohio on September 26 through 28, 2000, at no cost and that the previously approved request for Kevin Williams to attend the same course be amended to reflect the dates of September 26 through 28, 2000.

Engineer is requesting that Chris Bauserman, Ryan Mraz and Clyde Seidle attend the OTEC Conference at Columbus, on October 30 & 31, 2000, at a cost of \$463.00.

Engineer is requesting that Brian Dille, Rob Riley and John Burns attend a CAD Tech Seminar at Columbus on

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September 15, 2000, at a cost of \$702.00.

Engineer is requesting an increase in the expenses for Jewell Layton and Bill Stillions to attend the Street Smart & Address Savvy Conference at Baltimore, Maryland on October 25 through 27 in the amount of \$90.00

Veterans Services is requesting a modification to the travel request of Valerie Crane and Richard Bennett for their attendance at the National Association of Veterans Service Officer's Conference at Cincinnati, Ohio on June 25 through 30, 2000, in the amount of a \$514.87 decrease, and Valerie Crane's attendance at the Women's Veterans Summit at Washington DC on June 23 through 25, 2000, in the amount of a \$169.24 decrease

Vote on Motion            Mr. Wuertz            Absent    Mr. Ward            Aye            Mrs. Martin            Aye

**RESOLUTION NO. 00-669**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following transfer of funds, appropriations and supplemental appropriations:

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-3350-040	Gen Fund/Sheriff - Equip	\$ 13,726.75
002-1910-010	D&K - Salaries	\$ 2,874.03
002-1910-012	D&K - PERS	\$ 389.43
002-1910-013	D&K - Medicare	\$ 41.67
054-0060-010	Liability Insur - Salaries	\$ 1,249.28
054-0060-012	Liability Insur - PERS	\$ 169.28
054-0060-013	Liability Insur - Medicare	\$ 18.11
072-7210-010	Ec Dev - Salaries	\$ 1,057.40
072-7210-012	Ec Dev - PERS	\$ 143.28
072-7210-013	Ec Dev - Medicare	\$ 15.33
091-9110-010	911 - Salaries	\$ 11,114.62
091-9110-012	911 - PERS	\$ 1,506.03
091-9110-013	911 - Medicare	\$ 161.16
101-1010-010	EMA - Salaries	\$ 1,736.93
101-1010-012	EMA - PERS	\$ 235.35
101-1010-013	EMA - Medicare	\$ 25.19
105-0300-010	Health Insur - Salaries	\$ 1,249.28
105-0300-012	Health Insur - PERS	\$ 169.28
105-0300-013	Health Insur - Medicare	\$ 18.11
109-2670-010	Comm Srvs Grant - Salaries	\$ 2,217.39
109-2670-012	Comm Srvs Grant - PERS	\$ 300.46

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109-2670-013	Comm Srvs Grant - Medicare	\$	32.15
119-1190-010	Juv Care & Cust Grant - Salaries	\$	3,788.47
119-1190-012	Juv Care & Cust Grant - PERS	\$	513.34
119-1190-013	Juv Care & Cust Grant - Medicare	\$	54.93
119-1195-010	Juv Care & Cust Grant - Salaries	\$	1,949.82
119-1195-012	Juv Care & Cust Grant - PERS	\$	264.20
119-1195-013	Juv Care & Cust Grant - Medicare	\$	28.27
126-1260-010	Proj Homefront Grant - Salaries	\$	1,719.84
126-1260-012	Proj Homefront Grant - PERS	\$	233.04
126-1260-013	Proj Homefront Grant - Medicare	\$	24.94
128-1280-010	Vic of Crime Grant - Salaries	\$	1,239.40
128-1280-012	Vic of Crime Grant - PERS	\$	167.94
128-1280-013	Vic of Crime Grant - Medicare	\$	17.97

**TRANSFER OF  
APPROPRIATION**

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FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund - Contingency	001-0090-010 Gen Fund/Record Center - Salaries	\$ 1,458.82
001-0120-035 Gen Fund - Contingency	001-0110-010 Gen Fund/Commissioners - Salaries	\$ 16,414.79
001-0120-035 Gen Fund - Contingency	001-0130-010 Gen Fund/Facilities - Salaries	\$ 7,819.09
001-0120-035 Gen Fund - Contingency	001-0140-010 Gen Fund/Service Center - Salaries	\$ 1,357.34
001-0120-035 Gen Fund - Contingency	001-0150-010 Gen Fund/Code Compliance - Salaries	\$ 24,907.97
001-0120-035 Gen Fund - Contingency	001-0170-010 Gen Fund/Zoning - Salaries	\$ 634.40
001-0120-035 Gen Fund - Contingency	001-0180-010 Gen Fund/Personnel - Salaries	\$ 3,152.87
001-0120-035 Gen Fund - Contingency	001-0185-010 Gen Fund/Safety - Salaries	\$ 1,215.58
001-0120-035 Gen Fund - Contingency	001-0240-010 Gen Fund/Public Defenders - Salaries	\$ 1,039.85
001-0120-035 Gen Fund - Contingency	001-0260-010 Gen Fund/EMS - Salaries	\$ 3,645.23

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001-0120-035 Gen Fund - Contingency	001-0265-010 Gen Fund/911Non-Emergency - Salaries	\$ 11,114.62
001-0120-035 Gen Fund - Contingency	001-2610-010 Gen Fund/Juvenile Court - Salaries	\$ 15,907.00
001-0120-035 Gen Fund - Contingency	001-2710-010 Gen Fund/Probate Court - Salaries	\$ 2,080.31
001-0120-035 Gen Fund - Contingency	001-3210-010 Gen Fund/Board of Elections - Salaries	\$ 6,274.40
001-0120-035 Gen Fund - Contingency	001-3610-010 Gen Fund/Recorders - Salaries	\$ 2,860.80
001-0120-035 Gen Fund - Contingency	001-0090-012 Gen Fund/Record Center - PERS	\$ 197.67
001-0120-035 Gen Fund - Contingency	001-0110-012 Gen Fund/Commissioners - PERS	\$ 462.70
001-0120-035 Gen Fund - Contingency	001-0130-012 Gen Fund/Facilities - PERS	\$ 1,059.49
001-0120-035 Gen Fund - Contingency	001-0140-012 Gen Fund/Service Center - PERS	\$ 183.92
001-0120-035 Gen Fund - Contingency	001-0150-012 Gen Fund/Code Compliance - PERS	\$ 3,375.03
001-0120-035 Gen Fund - Contingency	001-0170-012 Gen Fund/Zoning - PERS	\$ 85.96
001-0120-035 Gen Fund - Contingency	001-0180-012 Gen Fund/Personnel - PERS	\$ 427.21
001-0120-035 Gen Fund - Contingency	001-0185-012 Gen Fund/Safety - PERS	\$ 164.71
001-0120-035 Gen Fund - Contingency	001-0240-012 Gen Fund/Public Defenders - PERS	\$ 140.90
001-0120-035 Gen Fund - Contingency	001-0260-012 Gen Fund/EMS - PERS	\$ 493.93
001-0120-035 Gen Fund - Contingency	001-0265-012 Gen Fund/911Non-Emergency - PERS	\$ 1,506.03
001-0120-035 Gen Fund - Contingency	001-2610-012 Gen Fund/Juvenile Court - PERS	\$ 2,155.40
001-0120-035 Gen Fund - Contingency	001-2710-012 Gen Fund/Probate Court - PERS	\$ 281.88
001-0120-035 Gen Fund - Contingency	001-3210-012 Gen Fund/Board of Elections - PERS	\$ 850.18
001-0120-035 Gen Fund - Contingency	001-3610-012 Gen Fund/Recorders - PERS	\$ 387.63
001-0120-035 Gen Fund - Contingency	001-0090-013 Gen Fund/Record Center - Medicare	\$ 21.15

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001-0120-035 Gen Fund - Contingency	001-0110-013 Gen Fund/Commissioners - Medicare	\$	60.50
001-0120-035 Gen Fund - Contingency	001-0130-013 Gen Fund/Facilities - Medicare	\$	113.38
001-0120-035 Gen Fund - Contingency	001-0140-013 Gen Fund/Service Center - Medicare	\$	19.68
001-0120-035 Gen Fund - Contingency	001-0150-013 Gen Fund/Code Compliance - Medicare	\$	361.17
001-0120-035 Gen Fund - Contingency	001-0170-013 Gen Fund/Zoning - Medicare	\$	9.20
001-0120-035 Gen Fund - Contingency	001-0180-013 Gen Fund/Personnel - Medicare	\$	45.72
001-0120-035 Gen Fund - Contingency	001-0185-013 Gen Fund/Safety - Medicare	\$	17.63
001-0120-035 Gen Fund - Contingency	001-0240-013 Gen Fund/Public Defenders - Medicare	\$	15.08
001-0120-035 Gen Fund - Contingency	001-0260-013 Gen Fund/EMS - Medicare	\$	52.86
001-0120-035 Gen Fund - Contingency	001-0265-013 Gen Fund/911Non-Emergency - Medicare	\$	161.16
001-0120-035 Gen Fund - Contingency	001-2610-013 Gen Fund/Juvenile Court - Medicare	\$	230.65
001-0120-035 Gen Fund - Contingency	001-2710-013 Gen Fund/Probate Court - Medicare	\$	30.16
001-0120-035 Gen Fund - Contingency	001-3210-013 Gen Fund/Board of Elections - Medicare	\$	90.98
001-0120-035 Gen Fund - Contingency	001-3610-013 Gen Fund/Recorders - Medicare	\$	41.48
001-0130-020 Gen Fund/Facilities - Srvs & Chrgs	001-0140-020 Gen Fund/Service Center - Srvs & Chrgs	\$	7,000.00
003-4510-035 Hum Srvs/ - Contingency	003-4510-010 Hum Srvs/ - Salaries	\$	13,204.88
003-4515-010 Hum Srvs/PRC - Salaries	003-4550-010 Hum Srvs/Admin - Salaries	\$	20,321.60
003-4515-010 Hum Srvs/PRC - Salaries	003-4580-010 Hum Srvs/Soc Srvs - Salaries	\$	27,414.40
003-4515-011 Hum Srvs/PRC - Benefits	003-4550-012 Hum Srvs/Admin - PERS	\$	7,682.95
003-4515-011 Hum Srvs/PRC - Benefits	003-4580-012 Hum Srvs/Soc Srvs - PERS	\$	7,682.95
003-4515-012	003-4550-012	\$	2,753.58

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Hum Srvs/PRC - PERS	Hum Srvs/Admin - PERS		
003-4515-012	003-4580-012	\$	3,714.42
Hum Srvs/PRC - PERS	Hum Srvs/Soc Srvs - PERS		
003-4516-020	003-4516-010	\$	22,000.00
Hum Srvs/Workforce - Srvs & Chrgs	Hum Srvs/Workforce - Salaries		
003-4516-020	003-4516-012	\$	1,364.00
Hum Srvs/Workforce - Srvs & Chrgs	Hum Srvs/Workforce - PERS		
003-4516-020	003-4516-013	\$	319.00
Hum Srvs/Workforce - Srvs & Chrgs	Hum Srvs/Workforce - Medicare		
003-4520-035	003-4520-010	\$	15,321.16
Hum Srvs/Child Protection - Contingency	Hum Srvs/Child Protection - Salaries		
003-4550-035	003-4550-010	\$	7,236.84
Hum Srvs/Admin - Contingency	Hum Srvs/Admin - Salaries		
003-4580-035	003-4550-010	\$	2,607.28
Hum Srvs/Soc Srvs - Contingency	Hum Srvs/Soc Srvs - Salaries		
020-2010-047	020-2010-015	\$	30,000.00
MRDD - Transfers	MRDD - Mat & Sup		

Vote on Motion      Mr. Ward      Aye    Mrs. Martin      Aye    Mr. Wuertz      Absent

**RESOLUTION NO. 00-670**

**IN THE MATTER OF PLAT APPROVAL FOR FOURWINDS COURT AND SCHUMAKER CONDOMINIUMS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following plats:

**Fourwinds Court**

Site Development Plans – Part of Farm Lot 5, Section 2, Township 4, Range 17, United States Military Lands, Berkshire Township, Delaware County, State of Ohio

**Schumaker Condominiums**

Storm Water, and Grading Improvements , Delaware County, Ohio Genoa Township Section 3, Township 3N, Range 17W

Vote on Motion      Mrs. Martin      Aye    Mr. Wuertz      Absent    Mr. Ward      Aye

**RESOLUTION NO. 00-671**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR O’SHAUGHNESSY RESERVE SECTION 1:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following subdivider’s agreement

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 21<sup>ST</sup> day of August 2000, between **COUNTRYTYME, INC.** as evidenced by the **O’SHAUGHNESSY RESERVE SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of

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which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 8/10/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-ONE THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the

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**SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

Vote on Motion                      Mr. Wuertz              Absent      Mr. Ward                      Aye              Mrs. Martin                      Aye

**RESOLUTION NO. 00-672**

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following work permits:

<b>Permit #</b>	<b>Applicant</b>	<b>Location</b>	<b>Type of Work</b>
U000105	General Telephone	Liberty Road	Place telephone cable
U000106	Columbia Gas	Maketewah Drive	Install gas main
U000107	General Telephone	Blue Church Road	Place telephone cable
U000108	Del-co Water	Bale Kenyon Road	Install waterline

Vote on Motion                      Mr. Ward                      Aye              Mrs. Martin                      Aye              Mr. Wuertz                      Absent

**RESOLUTION NO. 00-673**

**IN THE MATTER OF APPROVING REQUEST TO REMOVE FENCE FROM ANGELL PROPERTY ON HOME AND CONCORD ROADS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following request:

The County Engineer has found that a fence on the property of Harris and Marlinda Angell at the corner of Home and Concord Roads is within the road right-of-way and is obstructing sight distance at this intersection. We have notified the attorney for the Angells, Mr. David Sunderman, of this obstruction, advising him of the County's authority under Section 5547.03 of the Ohio Revised Code to remove any obstructions within the right-of-way at the property owners' expense if they do not comply within five days of notification of the problem.

The County Engineer is now requesting the Board's approval to proceed with removal of this fence and assessing s problem is not corrected within the allotted time frame.

Vote on Motion                      Mrs. Martin                      Aye                      Mr. Wuertz                      Absent      Mr. Ward                      Aye

**RESOLUTION NO. 00-674**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID SUBMITTED BY CHEMI-TROL CHEMICAL COMPANY OF GIBSONBURG FOR THE YEAR 2000 PAVEMENT MARKING PROGRAM:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following resolution:

Whereas, Delaware County went out to bid and bids were taken on August 14, 2000 and

Whereas, after carefully reviewing the bids received, the bid submitted by Chemi-Trol Chemical Company has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Chemi-Trol Chemical Company in the amount of \$128,120.37 for the year 2000 pavement Markings.

Vote on Motion                      Mr. Wuertz                      Absent      Mr. Ward                      Aye              Mrs. Martin                      Aye

**RESOLUTION NO. 00-675**

**IN THE MATTER OF APPROVING A CONTRACT MODIFICATION #1 WITH THE OHIO BRIDGE CORPORATION FOR GALVANIZED DECKING:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following contract modification:

**CONTRACT (Modification) #**

**MODIFICATION AGREEMENT** made and entered into this 21<sup>ST</sup> day of August, 2000, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST**



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**PARTY**, and **THE OHIO BRIDGE CORPORATION**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated January 3, 2000, by and between the **DELAWARE COUNTY COMMISSIONERS** and **THE OHIO BRIDGE CORPORATION**.

That said **FIRST AND SECOND PARTY**, hereby agree to modify the original Contract amount of **\$12.60 PER SQUARE FOOT** for installation of **3" X 9" corrugated 5 gauge galvanized decking** to **\$11.00 PER SQUARE FOOT** for installation of **Fiber Reinforced Systems polymer deck**. This modification is in effect only for this particular project. All other current and future installations of decking material will be per the original contract.

The **FIRST PARTY** agrees to furnish all the necessary material, labor and equipment required to complete the project known as **Tyler Road Bridge Deck Replacement**, Delaware County, Ohio, in accordance with **Plans, Drawings, General Specifications, Invitation to Bid for Delaware County Engineer's Office Steel Beam Bridges (Design/Build)**; which **Plans, Drawings, General Specifications, State of Ohio Department of Transportation Specifications, Invitation to Bid** and **this modification** are hereby declared to be a part of said **Contract**.

Vote on Motion                      Mr. Ward                      Aye                      Mrs. Martin                      Aye                      Mr. Wuertz                      Absent

**RESOLUTION NO. 00-676**

**RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH SIGNSTRUT, LTD., SIGNSTRUT COMPOSITE MATERIALS, LLC, SIGNSTRUT LED TECHNOLOGIES, LLC, ACI INDUSTRIES, LTD., ACI INDUSTRIES, LTD., L.P., J&J SALES, LLC, SIGNSTRUT REALTY, LLC, AND ALL OTHER ENTITIES CONTROLLED BY THE ENTITIES DESCRIBED ABOVE (NEW SIGNSTRUT ENTITIES)**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following enterprise zone agreement:

WHEREAS, the City of Delaware and Delaware County have encouraged the development of real estate within a certain area of the City via the establishment of an Enterprise Zone Area; and

WHEREAS, Delaware County Board of Commissioners, the City of Delaware, Signstrut, LTD., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, Signstrut Realty, LLC, and all other entities controlled by the entities described above (hereinafter referred to as the "New Signstrut Entities"), did enter into an Enterprise Zone Agreement dated August 2, 1999 (hereinafter referred to as the "Signstrut PROJECT") to be undertaken on a site in the Delaware Industrial Park, located at 970 Pittsburgh Drive; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Signstrut, Ltd., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, and Signstrut Realty, LLC, and the New Signstrut Entities, were to receive certain tax incentives as the owners, tenants, and investors in real and personal property and creators of new full time equivalent job opportunities at the PROJECT site; and

WHEREAS, Signstrut, Ltd., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, and Signstrut Realty, LLC, and the New Signstrut Entities, had 114.5 full-time permanent jobs as of August 2, 1999, and not the one hundred thirty-four (134) full-time permanent jobs as stated in the Agreement; and

WHEREAS, Signstrut, Ltd., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, and Signstrut Realty, LLC, and the New Signstrut Entities, agreed to create two hundred (200) full-time permanent jobs over a forty-two (42) month time period.

NOW THEREFORE BE IT RESOLVED that the Agreement for the Signstrut PROJECT, originally dated August 2, 1999, is hereby amended to include the following provisions:

1. The base employment to be relocated and retained at the PROJECT site established at the commencement of this PROJECT shall be established at 114.5 full-time equivalent employees. Signstrut, LTD., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, Signstrut Realty, LLC, and the New Signstrut Entities shall use their best faith efforts to retain these 114.5 full-time equivalent employees over the term of this Enterprise Zone Agreement.
2. Signstrut, LTD., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, Signstrut Realty, LLC, and the New Signstrut Entities shall continue to be responsible for creating 50 full-time equivalent jobs in Year 1 (2000), 68 full-time equivalent jobs in Year 2 (2001), and 82 full-time equivalent jobs in Year 3

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- (2002). All jobs to be created shall be required to be in place by December 31, 2002.
- 3. Signstrut, LTD., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, Signstrut Realty, LLC, and the New Signstrut Entities shall be responsible for all other commitments stated in the Enterprise Zone Agreement. Furthermore, if Signstrut, LTD., Signstrut Composite Materials, LLC, Signstrut LED Technologies, LLC, ACI Industries, LTD., ACI Industries, LTD. L.P., J&J Sales, LLC, Signstrut Realty, LLC, and the New Signstrut Entities materially fail to fulfill their obligations under this agreement, Delaware County and the City of Delaware may terminate or modify the exemptions from taxation granted under this agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
- 4. The City of Delaware and Delaware County shall provide the real and personal property tax exemption called for under the Agreement for the referenced PROJECT in recognition of this amendment.
- 5. The Delaware County Director of Economic Development is directed to formally notify the Delaware City School District and the Delaware Joint Vocational School of this action.
- 6. The Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment.
- 7. Except as modified by this amendment to the Agreement, the Agreement shall remain in full force and effect.

Vote on Motion                Mrs. Martin        Aye        Mr. Wuertz        Absent    Mr. Ward        Aye

**RESOLUTION 00-677**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INTEGRATED CONSTRUCTION SERVICES FOR THE PROVISION OF CONSTRUCTION SERVICES FOR THE FY99 CDBG FORMULA PROGRAM SUNBURY ADA PROJECT:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the resolution as follows:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

WHEREAS, the removal of architectural barriers to facilitate access by handicapped individuals to public facilities is an eligible activity to be funded under the CDBG Formula Program, and

WHEREAS, funding, in the amount of Thirty Thousand Dollars (\$30,000) has been provided to Delaware County through the FY99 CDBG Formula Program for the construction of a handicap access ramp, updated door hardware and signage, compliant with the Americans with Disabilities Act (ADA) to be installed at the Sunbury Town Hall located at 1 Town Hall in Sunbury, Ohio, and

WHEREAS, Integrated Construction Services, 272 High Street, Sunbury, Ohio has submitted the lowest and best bid for the construction of the Sunbury ADA Project, in the amount of \$20,800.00

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Commissioners determine that on the basis of price and experience, that Integrated Construction Services is the best entity to provide construction services for the Sunbury ADA Project.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Construction Services with Integrated Construction Services for the FY99 CDBG Program in the amount of Twenty Thousand Eight Hundred Dollars (\$20,800).

Vote on Motion                Mr. Wuertz        Absent    Mr. Ward        Aye        Mrs. Martin        Aye

**RESOLUTION NO. 00-678**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND A CHILDS GARDEN, DORA BENNETT, ROBERTA DAVIS, VONDA EDMONDS, GRACE FAMILY DAYCARE, KINDER CARE LEARNING CENTERS #0879 AND #0880, LEARNING ENRICHMENT CENTER, NOAH'S ARK LEARNING CENTER AND HEATHER TRUMAN:**

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It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following contracts:

**A Child's Garden**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and A Child's Garden, , a licensed child care center, ("Provider"), located at 5200 Sullivan Avenue, Columbus, OH 43228 and whose telephone number is (614) 853-3069. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending September 4, 2000.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)
Infant	n/a	n/a
Toddler	\$22.00	\$14.74
Preschool	\$20.00	\$13.40
School Age (no school)	\$18.00	\$12.06
School Days		
Before School	\$7.00	
After School	\$10.00	
Before & After School	\$15.00	

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fees            \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
  - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against

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other funding sources for the same services.

- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.

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10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
- (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
- (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party. The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.
- In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

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This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and A Child's Garden, , a licensed child care center, ("Provider"), located at 5200 Sullivant Avenue, Columbus, OH 43228 and whose telephone number is (614) 853-3069. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from September 5, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)
Infant	n/a	n/a
Toddler	\$24.00	\$16.00
Preschool	\$21.00	\$14.07
School Age (no school)	\$19.00	\$12.73
School Days		
Before School	\$7.40	
After School	\$10.60	
Before & After School	\$16.00	

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

Registration Fees	\$25.00
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  - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
  - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
  - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
  - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception

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identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:

- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
    - (1) Eligibility for publicly funded child care shall be determined by the:
      - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
    - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
    - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
  - (B) **Reimbursement**
    - (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
    - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent

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or guardian.

11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
  
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
  
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
  
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
  
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
  
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.  
  
The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.  
  
In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
  
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
  
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Dora Bennett**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Dora Bennett a certified Type B Family Child Care Home, ("Provider"), located at 9720 State



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Route 521, Sunbury, OH 43074 whose telephone number is (740) 524-8006.. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).
    - (1) **Basic Rates:**

\$1.65 per hour
    - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

None
    - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
  - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
  - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
  - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
    - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
    - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.

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6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
- X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the

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Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.

13. **INDEMNITY AND INSURANCE:**

(A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

(B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.

15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.

16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.

18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Roberta Davis**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Roberta Davis, a certified Type B Family Child Care Home, ("Provider"), located at 60 Tanglewood Drive, Apt. 5, Delaware, OH 43015 whose telephone number is (740) 363-4234. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.

2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later.

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Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.

3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
  
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).
    - (2) **Basic Rates:** ( All rates are per hour)
 

\$1.65 per hour
    - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

None
    - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
  - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
  
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
  - (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
  - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
    - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
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6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
  
7. **ELIGIBILITY FOR SERVICES:**
  - (A) **Eligibility Determinations:**
    - (1) Eligibility for publicly funded child care shall be determined by the:
 

X Department.

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Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).

Provider

ChildCare Resource and Referral agency serving the county.

- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.

(B) **Reimbursement**

- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.

8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
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10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to

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purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.  
  
The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.  
In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Vonda Edmonds**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Roberta Davis, a certified Type B Family Child Care Home, ("Provider"), located at 50 Oak Street, Delaware, OH 43015 whose telephone number is (740) \_\_\_\_\_. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

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(3) **Basic Rates:** ( All rates are per hour)

Infants	\$2.15 per hour
Toddlers	\$2.00 per hour
Preschoolers	\$2.00 per hour
Schoolage	\$2.00 per hour

(2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

None

(3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

(B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider’s reimbursement prior to payment by the Department.

5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

(A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.

(B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department’s record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:

(1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider’s contract; and

(2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. “Deceptive” means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.

6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.

7. **ELIGIBILITY FOR SERVICES:**

(A) **Eligibility Determinations:**

(1) Eligibility for publicly funded child care shall be determined by the:

- X Department.  
 Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
- Provider  
 ChildCare Resource and Referral agency serving the county.

(2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.

(3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative

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Code.

(B) **Reimbursement**

- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
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  10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
  11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
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  13. **INDEMNITY AND INSURANCE:**
    - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
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  14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
  15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal



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remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.

16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

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18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Heather Truman**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Heather Truman, a certified Type B Family Child Care Home, ("Provider"), located at 1416 Church Street, Lewis Center, OH 43035 whose telephone number is (740) 548-2185. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider's customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).
    - (4) **Basic Rates:** ( All rates are per hour)
 

\$1.85 per hour
    - (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
 

None

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- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
- (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
- X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
Child Care Resource and Referral agency serving the county.
- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of

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this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed

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by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

- 17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
- 18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Grace Family Daycare & Preschool**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Grace Family Daycare & Preschool, a licensed Child Care Center, (“Provider”), located at 375 Hills Miller Road, Delaware, Oh, 43015 and whose telephone number is (740) 363-7823. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

- 1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
- 2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
- 3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
- 4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)
Infant	\$25.00	17.20
Toddler	\$22.40	\$15.00
Preschool	\$20.00	\$13.40
Kindergarten	\$14.00	
School Age (no school)	\$17.00	
School Days		
Before School	\$7.00	
After School	\$7.00	
Before & After School	\$11.00	

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fee                      \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee

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days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.
    - Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
    - Provider
    - ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any**

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local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired. Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

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In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

- 17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
- 18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Kinder Care Learning Center #0879**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Kinder Care Learning Center #0879, a licensed child care center, (“Provider”), located at 2001 Hard Road, Columbus, OH 43235 and whose telephone number is (614) 764-2994. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

- 1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
- 2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
- 3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
- 4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)			
Infant	\$28.40				\$19.00
Toddler	\$24.00				\$16.00
Preschool	\$21.20				\$14.20
School Age (no school)	\$19.60				\$13.00
School Days	5 days	4 days	3 days	2 days	1 day
Before School	\$10.60	\$13.00	\$13.00	\$13.00	\$13.00
After School	\$10.60	\$13.00	\$13.00	\$13.00	\$13.00
Before & After	\$14.80	\$18.50	\$17.33	\$19.60	\$19.60

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fees            \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

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- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
Child Care Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the**



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**Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in

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this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

- 17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
- 18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Kinder Care Learning Center #0880**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Kinder Care Learning Center #0880, a licensed child care center, (“Provider”), located at 2680 Sawbury Blvd. Worthington, OH 43235 and whose telephone number is (614) 761-0797. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

- 1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
- 2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
- 3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
- 4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)			
Infant	\$28.40				\$19.00
Toddler	\$24.00				\$16.00
Preschool	\$21.20				\$14.20
School Age (no school)	\$19.60				\$13.00
School Days	5 days	4 days	3 days	2 days	1 day
Before School	\$12.00	\$13.00	\$13.00	\$13.00	\$13.00
After School	\$12.00	\$13.00	\$13.00	\$13.00	\$13.00
Before & After	\$15.00	\$18.75	\$18.67	\$19.60	\$19.60

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fees            \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the

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Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.

5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.
- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
- (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
- X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
Child Care Resource and Referral agency serving the county.
- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
- (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
- (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide

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childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under

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contract.

- 17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
- 18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Learning Enrichment Center**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Learning Enrichment Center, a licensed child care center, (“Provider”), located at 496 Havens Corners Road, Gahana, OH 43230 and whose telephone number is (614) \_\_\_\_\_. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

- 1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
- 2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
- 3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
- 4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)
Infant	\$28.40 Per Hour/Day/Week/Month	\$19.00 Per Hour/Day/Week/Month
Toddler	\$24.00 Per Hour/Day/Week/Month	\$16.00 Per Hour/Day/Week/Month
Preschool	\$21.20 Per Hour/Day/Week/Month	\$14.20 Per Hour/Day/Week/Month
School Age (no school)	\$19.60 Per Hour/Day/Week/Month	\$13.00 Per Hour/Day/Week/Month
Before School	\$ 6.50 Per Hour/Day/Week/Month	
After School	\$ 9.50 Per Hour/Day/Week/Month	

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fees            \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider’s reimbursement prior to payment by the Department.

- 5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days

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following the last day of each billing period in accordance with Department procedures (see Exhibit , if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records

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related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
  - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
  - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department 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 such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract 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) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the

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amendment.

18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

**Noah’s Ark Learning Center**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Noah’s Ark Learning Center, a licensed child care center, (“Provider”), located at 110 Tippertt Court, Sunbury, OH 43074 and whose telephone number is (740) 965-5437. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit \_\_\_, if applicable).

**Basic Rates:**

Full Time: (5 or more hours)		Part time: (Less than 5 hours)
Infant	\$25.00 Per Hour/Day/Week/Month	\$17.20 Per Hour/Day/Week/Month
Toddler	\$22.40 Per Hour/Day/Week/Month	\$15.00 Per Hour/Day/Week/Month
Preschool	\$20.00 Per Hour/Day/Week/Month	\$13.40 Per Hour/Day/Week/Month
School Age (no school)	n/a	n/a

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.

Registration Fees                      \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider’s reimbursement prior to payment by the Department.

5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit \_\_\_, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against



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other funding sources for the same services.

- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.



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**RESOLUTION NO. 00-679**

**IN THE MATTER OF SANITARY SEWER PLAN APPROVAL FOR WEDGEWOOD, SECTION 10: THE WOODS OF DORNOCH AND LIFT STATION AND FORCE MAIN IMPROVEMENTS FOR SUMMERWOOD:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Wedgewood, Section 10 and the Woods of Dornoch and the Lift Station and Force Main Improvements for Summerwood for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Absent      Mr. Ward                      Aye

**RESOLUTION NO. 680**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN SCIOTO RESERVE SECTION 2, PHASE 1; SCIOTO RESERVE SECTION 4, PHASE 1; AND CLAIREDDAN DRIVE SEWER EXTENSION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Scioto Reserve, Section 2, Phase 1</b>	1,701 feet of 8 inch sewer	11 manholes
<b>Scioto Reserve, Section 4, Phase 1</b>	2,235 feet of 8 inch sewer	9 manholes
<b>Clairedan Drive Sewer Extension</b>	550 feet of 8 inch sewer	3 manholes

Vote on Motion                      Mr. Wuertz              Absent      Mr. Ward                      Aye              Mrs. Martin                      Aye

**RESOLUTION NO. 00-681**

**IN THE MATTER OF APPROVING AN EASEMENT FOR PIPELINE RIGHT-OF-WAY LOCATED ON ALUM CREEK LAKE DELAWARE COUNTY, OHIO TRACTS NO. 418 AND 423 WITH THE DEPARTMENT OF THE ARMY:**

It was moved by Mr. Ward, seconded by Mr. Martin to approve the following easement agreement:

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereinafter referred to as the grantee, an easement for a right-of-way for the installation, operation, maintenance and removal of a sanitary sewer line, hereinafter referred to as the facilities, over, across, in and upon 0.175 acre of land of the United States at the location identified in red in Exhibit A and further described in Exhibits B and C, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

**1. TERM**

This easement is granted for a term of fifty years years, beginning August 21, 2000, and ending August 20, 2050.

**2. CONSIDERATION**

- a. The grantee shall pay in advance to the United States the amount of One Thousand Dollars (\$1000), in full for the term hereof to the order of "F.A.O., USAED, Huntington" and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 Eighth Street, Huntington, West Virginia 25701-2070.
- b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:
  - (1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

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- (2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.
- (3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the grantee, to Delaware County Sanitary Engineer, 50 Channing Street, Delaware, Ohio 43015, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 502 Eighth Street, Huntington, West Virginia 25701-2070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Huntington District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this

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easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

**15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

**16. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

Pipeline Easement 4 8 March 2000

**17. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

**18. ENVIRONMENTAL PROTECTION**

- a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.
- c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to

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restore the damaged resources.

**19. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**20. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**21. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**22. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**23. SITE RECLAMATION**

Following installation of the sewer line, the right-of-way shall be graded to original contour, quickly seeded and mulched to prevent erosion, and restored to its original condition to the satisfaction of the said officer. The grantee shall employ erosion control methods, as necessary, to keep soil in place until cover grasses germinate and adequately protect the site. No fill shall be placed on the premises.

**24. RIGHT-OF-WAY**

The right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed the limits described in Exhibits B and C.

**25. COORDINATION OF WORK**

The grantee shall notify the Resource Manager, Alum Creek Lake, and the Alum Creek State Park Manager prior to beginning construction or making repairs on the lines.

**26. BOUNDARY MONUMENTATION**

Any government boundary line survey pins or stakes, and any flowage easement stakes displaced by the activities authorized under this easement shall be resurveyed and replaced by or at the expense of the grantee.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**THEREFORE, BE IT RESOLVED:** Deborah Martin, President of the Board of Commissioners, is authorized to sign the easement document on behalf of the Board of Commissioners of Delaware County.

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Absent              Mr. Ward              Aye

**RESOLUTION NO. 00-682**

**IN THE MATTER OF AWARDING THE BID AND AUTHORIZING SIGNING CONTRACTS WITH DELAWARE MAINTENANCE COMPANY FOR JANITORIAL AND CUSTODIAL SERVICES FOR THE COUNTY ENGINEERS' COMPLEX SOUTH WING AND THE WOLF BUILDING FOR DELAWARE COUNTY:**

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It was moved by Mr. Ward, seconded by Mrs. Martin to award the bid and authorize the signing of contracts with Delaware Maintenance Company for Janitorial and Custodial Services for the County Engineer' Complex South Wing and the Wolf Building.

WHEREAS, Delaware County received bids for janitorial and custodial services for the Engineers' Complex South Wing and the Wolf Building for Delaware County on July 17, 2000. And;

WHEREAS, the bid received by Fort's Cleaning Service did not contain the proper bid bond or certified check and is therefore unresponsive. And,

WHEREAS, after carefully reviewing the bids received, the bid submitted by Delaware Maintenance Company has been determined to be the lowest and best bid for janitorial and custodial services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Delaware Maintenance Company and authorize signing contracts for janitorial and custodial services for the Engineers' Complex South Wing and the Wolf Building with the contractor providing supplies for Delaware County.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

**RESOLUTION NO. 00-683  
IN THE MATTER OF TERMINATING CONTRACT WITH FORT'S CLEANING SERVICE FOR  
JANITORIAL AND CUSTODIAL SERVICES FOR THE COUNTY ENGINEERS' COMPLEX  
SOUTH WING AND THE WOLF BUILDING FOR DELAWARE COUNTY:**

It was moved by Mr. Ward, seconded by Mrs. Martin to terminate contract with Fort's Cleaning Service.

WHEREAS, per the terms of the contract, either party may terminate the agreement with thirty days written notice for nonperformance. And;

WHEREAS, the County has advised several times in writing to Fort's Cleaning Service of areas within the contract not being met. And;

WHEREAS, repeatedly these area have fallen below the contract requirements.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize providing thirty days written notice of termination to Fort's Cleaning Service for contracts for janitorial and custodial services for the Engineers' Complex South Wing and the Wolf Building.

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

**RESOLUTION NO. 00-684  
IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the personnel actions:

Charles McNabb has received his paramedic license, therefore is eligible for a wage increase; effective date of increase is August 15, 2000.

John Tracy, 911 Operations Manager, has completed his probationary period and is eligible for a wage increase; effective date of increase is August 14, 2000

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

**RESOLUTION NO. 00-685  
IN THE MATTER OF APPROVING EASEMENT AGREEMENT BETWEEN THE DELAWARE  
COUNTY COMMISSIONERS AND THE DELAWARE COUNTY AGRICULTURAL SOCIETY AND  
NEW PAR (DBA-VERIZON WIRELESS)**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the easement as follows:

THIS UTILITY EASEMENT AGREEMENT, hereinafter referred to as "Agreement", by and among BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO, hereinafter referred to as "Grantor", THE DELAWARE COUNTY AGRICULTURAL SOCIETY, a County Agricultural Society, hereinafter referred to as "Society", and NEW PAR, a Delaware partnership, dba Verizon Wireless, having an address at c/o Verizon

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Wireless, Network Services, Real Estate, 5175 Emerald Parkway, Dublin, OH 43017, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the fee owner of a certain parcel of real property in the City of Delaware, County of Delaware, and State of Ohio, and being set forth in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Grantor's Parcel"); and

WHEREAS, Society has certain rights to purchase Grantor's Parcel under the Warranty Deed from Society to Grantor recorded in Deed Volume 455, page 416 of the Delaware County, Ohio Recorder's Office; and

WHEREAS, Grantor proposes to create by this instrument certain easement rights, obligations and restrictions with respect to said Grantor's Parcel.

NOW, THEREFORE, the Grantor, for themselves, their legal representatives, successors and assigns, and for good and valuable consideration, receipt of which is hereby acknowledged, does hereby declare as follows:

Grantor grant to Grantee a non-exclusive easement to use the real estate (the "Easement Area") described in Exhibit B attached hereto and made a part hereof to provide utilities to the real estate (the "Leased Premises") described in Exhibit C attached hereto and made a part hereof, subject to the following:

1. The foregoing easement is for the benefit of the Leased Premises and shall be deemed to run with the land.
2. The right, liberty, privilege, authority and easement granted herein shall be used for the purpose of locating, erecting, constructing, renewing, replacing, adding to, operating and maintaining on, over, under, across, and within the Easement Area, utilities and similar areas ("Facilities") as shall from time to time be established by Grantee, to supply the Leased Premises with utilities; together with the right of ingress and egress on and across the Grantor's Parcel for the right to install, repair and maintain the Facilities installed within the Easement Areas to the extent determined necessary by Grantee.
3. The easement, rights, liberties, and privileges granted herein shall be for a period of years equal to the number of years Grantee has a leasehold interest in and to the Leased Premises or for so long as Grantee continues to operate a communications facility on the Leased Premises, whichever is the greater.
4. The Grantor hereby warrants to Grantee that Grantor has full power and authority to grant this Easement Agreement, has good and indefeasible fee simple title to the Easement Area described in Exhibit B attached hereto, and agrees to forever defend the Easement Area and rights unto Grantee, Grantee's heirs, legal representatives, successors and assigns, against every person or entity lawfully claiming or to claim the Easement Area or any part thereof.
5. The easement, rights, and privileges are non-exclusive, and the Grantor reserves unto themselves, their heirs, successors and assigns, the right to use the Easement Area for any purpose not inconsistent with the purposes for which this easement is granted; provided however, Grantor covenants that they will not convey any other conflicting easement or conflicting rights within the Easement Area covered by this grant.
6. This Agreement shall be binding upon and insure to the benefit of the parties, their respective successors, personal representatives and assigns. Grantee may assign this Agreement, without Grantor's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any successor in interest of all or substantially all of the assets, stock or business of Grantee to which this Agreement pertains, which assignment shall fully release Grantee from any further obligations or liability under the terms of this Agreement commencing on the effective date of the assignment. A person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, is an affiliate of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. Control shall be defined as (i) ownership of 20% or more of the voting power of all classes of voting stock or (ii) ownership of 20% or more of the beneficial interests in income and capital of an entity other than a corporation. Wherever the term "Grantor" or "Grantee" is used herein, the term shall be deemed to include the heirs, legal representatives, successors and assigns of that party. This instrument may be executed in counterparts, all of which shall constitute one instrument.
7. The Grantee shall have the right to cut and trim trees or shrubbery that encroach on the Easement Area.
8. The Grantee hereby covenants to Grantor that any interference with the Delaware County Emergency Services attributable to Grantee's use of the Easement Area, shall be corrected and eliminated by Grantee.
9. Grantee shall provide space on the tower for a maximum of two of the Delaware County Emergency Services' antennas, at a height determined in good faith by the availability and structural capacity. Installation, shelter space, and utilities shall be the responsibility of Grantor.

Society is signing this Agreement solely to confirm that should Society ever purchase Grantor's Parcel, the Grantor's Parcel may be conveyed to Society subject to this Agreement.



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Vote on Motion            Mrs. Martin        Aye        Mr. Wuertz        Absent    Mr. Ward        Aye

There being no further business, the meeting adjourned.

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners