

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 31, 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

**7:30 PM Annexation Hearing for 1.15, More or Less, Acres from Orange Township to City of
Columbus**

**8:00 PM Continuation of Public Hearing for Zoning Code Amendments to Delaware County Zoning
Resolutions**

RESOLUTION NO. 00-86

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR
MEETING HELD JANUARY 24, 2000:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held January 24, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

Mr. Yost presented information regarding errors in invoicing from U. S. Office Products – more investigations will be completed.

RESOLUTION NO. 00-87

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 262628
THROUGH 263362:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 262628 through 263362 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-88

**IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF ROYAL
AMERICAN LINKS GOLF CLUB, INC. TO AMERICAN GOLF CORPORATION, TO THE OHIO
DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A
HEARING:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that the Royal American Links Golf Club, Inc., requested the liquor license be transferred to American Golf Corporation at 3300 Miller Paul Road, Galena, Ohio 43021; and

Whereas, the Harlem Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and the Delaware County Commissioners have received no objections.

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

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

RESOLUTION NO. 00-89

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Human Services is requesting that Elizabeth Tallent attend the Ohio Council on Welfare Fraud Training at Columbus on March 26 through March 29, 2000, in the amount of \$19.20.

Human Services is requesting that Sarah Hoffer attend the Domestic Violence Training at Columbus on May 23

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through May 24, 2000, in the amount of \$24.00.

Human Services is requesting that Carrie Block attend the Ohio Adoption Planning Group at Worthington on February 2, 2000, in the amount of \$15.00.

Human Services is requesting that Carrie Block attend the Adopt Ohio Regional Meeting at Grove City on February 8, 2000, in the amount of \$25.80.

Human Services is requesting that Laura Shick, Sally Sutton, Kevin Crowley, Jessica Fausnauch, Mary Damico, Shari Furay attend the Ohio Human Services Director’s Conference at Columbus on April 27, 2000, in the amount of \$594.00.

Human Services is requesting that Angela Thomas attend the Budgeting and Contracting Workshop at Lima, Ohio, on March 30, 2000, in the amount of \$60.00.

County Engineer is requesting that Brian Dilley and Patrick Bailey attend the Seminar on Ohio Construction Contracting at Dayton on January 19, 2000, in the amount of \$458.00.

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

RESOLUTION NO. 00-90

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

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
003-4590-020	Public Assistance – Services & Charges	\$ 30,000.00
001-0270-020	County Home - Services & Charges	\$ 100,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
118-1180-020 Family Drug Court - Services & Charges	118-1180-040 Family Drug Court – Equipment	\$ 2,460.00
052-0072-020 CDBG Ashley Sewer - Services & Charges	052-0097-020 CDBG Ashley Sewer - Services & Charges	\$ 22,786.00
052-0097-020 CDBG FY97 Grant - Services & Charges	052-0074-020 CDBG Lead Testing - Services & Charges	\$ 1,500.00
086-8610-040 20/20 - Capital Outlay	086-8610-020 20/20 - Services & Charges	\$ 50,000.00
113-1130-047 Probation Grant Fund - Transfers	113-1130-020 Probation Grant – Services & Charges	\$ 9,021.00
119-1190-047 Juvenile Care & Custody Grant - Transfers	119-1190-020 Juvenile care & Custody Grant – Services & Charges	\$ 5,000.00

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

RESOLUTION NO. 00-91

IN THE MATTER OF PLAT APPROVAL FOR SCIOTO RESERVE, SECTION 3, PHASE 1 AND DITCH MAINTENANCE PETITION FOR SCIOTO RESERVE, SECTION 3, PHASES 1- 2:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the following Plats and Ditch Petitions:

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Scioto Reserve, Section 3, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Concord, Section 1, Township 2, Range 19 of the United States Military Lands, Containing 27.447 Acres, more or less, including 5.924 of Right-of-Way, being 9.612 Acres out of Farm Lot 15, 2.465 Acres out of Farm Lot 16, 3.269 Acres out of Farm Lot 31, and 12.101 Acres out of Farm Lot 32, being 12.071 Acres out of the 81.658 Acre Tract conveyed to; Triangle Properties, Inc. , by Deed of Record in Deed Book 663 at Pages 653, 656 and 659, and 15.376 Acres out of the 121.758 Acre Tract conveyed to Triangle Properties, Inc. by Deed of Record in Deed Book 663 at Page 648, records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$177.00.

Scioto Reserve, Section 3, Phases 1 - 2 –Ditch Maintenance Petition

We the undersigned owners of 43.322 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as Scioto Reserve, Section 3, Phase 1-2 as evidenced by the subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the Co accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Scioto Reserve, Section 3, Phases 1-2.

The cost of the drainage improvements is \$237,270.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 105 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,259.71 per lot. An annual maintenance fee equal to 2% of this basis \$45.19 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$4,745.40 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 00-92

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2371	General Telephone	Scioto Reserve	Place telephone cable
2372	General Telephone	Home Road	Place telephone cable
2374	General Telephone	Graphics Way Drive	Place telephone cable
2375	Columbia Gas	Graphics Ways	Install gas main
2377	Ameritech	Liberty Road	Bury telephone cable
2378	Columbus Southern Power	Home Road	Bore PVC ducts

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

RESOLUTION NO. 00-93

IN THE MATTER OF APPROVING SPECIAL HAULING PERMITS:

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

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county

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maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners

POSTED ROAD PERMITS							
APPLICANT	TAG #	PHONE	FAX	WEIG HT	\$	DATE	CHECK #
W.W. GRADING	P044	740.965.1408	740.965.8023	70,000	\$150.00	1/19/2000	7730
W.W. GRADING	P045	740.965.1408	740.965.8023	62,000	\$150.00	1/19/2000	7730
CURTIS UFERT	P046	740.587.214	-	54,000	\$150.00	1/20/2000	269
JOE DeCENZO CUSTOM WOOD WORKING	P047	740.965.3376	740.965.3768	62,300	\$150.00	1/24/2000	10253
JOE DeCENZO CUSTOM WOOD WORKING	P048	740.965.3376	740.965.3768	69,500	\$150.00	1/24/2000	10253
MODERN EXCAVATING CO.	P049	614.451.0656	614.766.5616	78,500	\$150.00	1/24/2000	1009
BLAINE'S DOZING & GRADING	P050	740.548.4612	-	24,250	\$150.00	1/25/2000	489
RBM TRUCKING	P051	740.666.5071	-	69,900	\$150.00	1/25/2000	8126
RBM TRUCKING	P052	740.666.5071	-	69,900	\$150.00	1/25/2000	8126
MASON TRUCKING	P053	740.965.3740	-	52,500	\$150.00	1/25/2000	4230
OBETZ HARDWARE & BUILDING SUPPLY INC.	P054	614.491.2050	614.491.2042	55,500	\$150.00	1/26/2000	25495
OBETZ HARDWARE & BUILDING SUPPLY INC.	P055	614.491.2050	614.491.2042	68,500	\$150.00	1/26/2000	25495
OBETZ HARDWARE & BUILDING SUPPLY INC.	P056	614.491.2050	614.491.2042	68,500	\$150.00	1/26/2000	25495
ACCESS DRYWALL SUPPLY CO.	P057	614.890.2111	614.890.0375	56,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P058	614.890.2111	614.890.0375	63,500	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P059	614.890.2111	614.890.0375	56,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P060	614.890.2111	614.890.0375	46,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P061	614.890.2111	614.890.0375	46,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P062	614.890.2111	614.890.0375	52,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P063	614.890.2111	614.890.0375	28,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P064	614.890.2111	614.890.0375	62,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P065	614.890.2111	614.890.0375	62,000	\$150.00	1/26/2000	13274
ACCESS DRYWALL SUPPLY CO.	P066	614.890.2111	614.890.0375	62,000	\$150.00	1/26/2000	13274
RAIMONDE TRUCKING INC	P067	614.891.4533	614.890.6165	69,500	\$150.00	1/26/2000	1455
BULK AGGREGATES	P068	614.891.4533	614.890.6165	69,500	\$150.00	1/26/2000	1455
SUB-TOTAL (Jan 31, 2000)					\$3,750.00		
ANNUAL PERMITS							
SHAW & HOLTER INC.	A087	740.653.1864	740.653.7919	118,800	\$100.00	1/21/2000	ESC RO W
NATIONAL LIME & STONE CO.	A088	419.422.4341	419.422.3952	65,000	\$75.00	1/25/2000	ESC RO W
SUB-TOTAL -JANUARY 31,2000					175.00		

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

RESOLUTION NO. 00-94

IN THE MATTER OF APPROVING THE EASEMENT PURCHASES FOR ADAMS ROAD:

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

After negotiating with a portion of the owners abutting Adams Road, Delaware County, Ohio, for the purchase

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of additional land needed for road purposes, I hereby submit the following report.

In the following cases, agreements have been reached. We, therefore, recommend that approval of the Easement Purchase Agreements for public right-of-way.

<u>Property Owner</u>	<u>Amount</u>
Anna L. Lehner	\$ 3,000.00
Stephen J. and Gloria J. Zehala	\$23,000.00

I am of the opinion that the sums above recommended to be paid to the owners to be just and equitable for land taken and damages sustained by reason of the improvement of bridge replacement for Adams Road, Delaware County, Ohio.

Anna L. Lehner

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Anna L. Lehner hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter designated the "BUYER", witnesseth:

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 10201 Adams Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a permanent easement for highway construction purposes over the lands located at 10201 Adams Road, Galena, Ohio, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " B "

3. The purchase price for the permanent and easements including all damages is three thousand dollars (\$3,000.00), payable at closing.
4. Possession will be at Closing.
5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
6. The Buyer also agrees to the following additional items of consideration:
 - A. No parking construction vehicles beyond R.O.W.
 - B. No trees are cut down, not on drawings.
7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

Stephan J. Zehala and Gloria J.Zehala

THIS AGREEMENT made at Delaware, Ohio, on the last date of acceptance by and between Stephan J. Zehala and Gloria J. Zehala, hereinafter called the "SELLERS", and the County of Delaware, State of Ohio, hereinafter

1. Sellers agree to sell and convey and the Buyer agrees to purchase and pay for a permanent easement for highway purposes a part of the land located at 10145 Adams Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE ATTECHED LEGAL DESCRIPTION

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- 2. The Sellers further agree to sell and convey, and the Buyer agrees to purchase and pay for a permanent easement for highway construction purposes over the lands located at 10145 Adams Road, Galena, Delaware County, Ohio, and more particularly described as follows:

SEE EXHIBIT " B"

- 3. The purchase price for both the permanent construction easements including all damages is twenty-three thousand dollars (\$23,000.00), payable at closing.
- 4. Possession will be at Closing.
- 5. The closing of this purchase shall take place within 30 days of the acceptance of this contract by the Board of County Commissioners of Delaware County, State of Ohio, at a regular session of the Board, and entering of the agreement in the minutes of the Board by the Clerk of said Board.
- 6. The Buyer also agrees to the following additional items of consideration:
 - A. Provide owner legal certified document that permits building on corner lot so as not to impact resale value.
 - B. Cut only 2-8" trees @ Sta 1.7 & 5 trees Sta 4.4, cut 10' lgths, put corner lot
 - C. No contr park beyond R.O.W. & temp fence to protect garden Sta 2.0 to 4.5
 - D. Acceptable to deposit shredded limbs etc. corner lot.
- 7. All parties to this contract, acknowledge that the Delaware County Engineer, Christian E. Bauserman, P.E./P.S. is, in negotiating this contract, acting as an agent on behalf of the Board of County Commissioners of Delaware County, Ohio. The parties, further, acknowledge and agree that this Agreement shall not be binding until it is approved by the Board of County Commissioners of Delaware County, Ohio at a regular session of the Board. Attached hereto is a certificate by the Auditor of Delaware County, Ohio, as required by Section 5705.41 of the Ohio Revised Code. Christian E. Bauserman, P.E./P.S., Delaware County Engineer, agrees that upon signing of this Agreement by the SELLERS he will take appropriate steps to have this purchase Agreement acted upon properly by the Board of County Commissioners of Delaware County, Ohio at their next regularly scheduled meeting.

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

RESOLUTION NO. 00-95

IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN WILSHIRE ESTATES, SECTION 4:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plan for Wilshire Estates, Section 4 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 00-96

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN RIVERBEND, SECTION 5 AND RIVERBEND, SECTION 2, PHASE 1:

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

RiverBend, Section 5	3,215 feet of 24 inch sewer 195 feet of 30 inch sewer	12 manholes
RiverBend, Section 2, Phase 1	2,453 feet of 8 inch sewer 1,180 feet of 15 inch sewer 347 feet of 18 inch sewer 2,178 feet of 21 inch sewer	20 manholes

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

RESOLUTION NO. 00-97

A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE DELAWARE METROPOLITAN HOUSING AUTHORITY

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**CONSISTENT WITH THE DELAWARE COUNTY FY 1999 COMMUNITY HOUSING
IMPROVEMENT PROGRAM :**

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the following:

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County has been awarded FY 99 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and OHTF funds for the purpose of implementing a Tenant Based Rental Assistance Program in coordination with the Delaware Metropolitan Housing Authority (DMHA) to assist eligible low income tenant households; and

WHEREAS, the Tenant Based Rental Assistance Program is intended to enable 14 low income households whose gross income is less than 50% of the area median income to occupy safe, decent, sanitary housing by providing rental assistance payments.

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

SECTION I. That the Delaware County Board of Commissioners accepts the Joint Letter of Agreement between Delaware County and Delaware Metropolitan Housing Authority which identifies program elements and itemizes responsibilities for the County and the DMHA.

SECTION II. That an amount not to exceed \$70,000 of CHIP funding will be provided to the DMHA to be used to make monthly rental assistance payments for participating low income tenant households, and an amount not to exceed \$7,000 of CHIP funding will be provided to the DMHA to be used for administration of the Tenant Based Rental Assistance Program. Such funds shall be provided upon receipt and approval of required supporting documentation detailing program activities.

SECTION III. The Letter of Agreement sets forth the basic program guidelines and requirements for the respective parties to jointly undertake the Tenant Based Rental Assistance Program.

SECTION IV. That the Board of Commissioners authorizes the President of the Board to execute this agreement.

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

RESOLUTION NO. 00-98

**IN THE MATTER OF APPROVING HUMAN SERVICES CONTRACTS WITH DELAWARE
AREA CAREER CENTER (JVS); DELAWARE COUNTY JUVENILE COURT; CORC JOB
TRAINING; DELAWARE / UNION EDUCATIONAL SERVICE CENTER; DELAWARE AREA
CHAMBER OF COMMERCE; CENTRAL OHIO MENTAL HEALTH; BIG BROTHERS/BIG
SISTERS; ERGON; GRADY OCCUPATIONAL HEALTH AND DELAWARE COUNTY FAMILY
SERVICES REGIONAL COUNCIL OF GOVERNMENT:**

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

Delaware Area Career Center (JVS)

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND DELAWARE
AREA CAREER CENTER (JVS)**

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Delaware Area Career Center (JVS), hereinafter referred to as "DACC (JVS)".

1. PURPOSE OF CONTRACT: With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and DACC(JVS) for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.

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2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the Medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the DACC (JVS) for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$34,566.84 for FY 2000 and \$ 69,132.66 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The DACC(JVS) agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The DACC (JVS) will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DACC (JVS) must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The DACC (JVS) will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide DACC (JVS) with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The DACC (JVS) shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DACC (JVS) warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DACC (JVS) agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The DACC (JVS) shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DACC(JVS) shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

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If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DACC(JVS) shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DACC(JVS) agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the DACC(JVS).
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DACC (JVS) agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The DACC (JVS) agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The DACC (JVS) agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. DACC (JVS) is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DACC (JVS) and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or DACC(JVS) responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and DACC(JVS) agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The DACC (JVS) and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and DACC (JVS) will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.

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21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DACC (JVS) agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The DACC (JVS) certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The Delaware County Department of Human Services agrees to purchase and the Area Career Center comprised of Adult Basis Education, Adult Education, and the Community career Resource Center agrees to furnish to eligible individuals the following specific services in the manner described below.

1. For purposes of this agreement, a unit of service is defined as:
An eligible individual receiving services from one or all of the Area Career Center Programs.
See Attached Service Sheet for cost per individual per service.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Days and hours will vary according to service provided.
3. The provider shall deliver the following services in the described manner.
ABLE: In-home basic skill training; advocate; GED preparation
CCRC: Career Interest Survey (in home or at CCRC); comprehensive vocational assessment;
job readiness training; job search assistance.
Adult Education: employer survey; skill training; Dempsey Center Modules; in home computer training; Administrative Office Technology; short-term vocational training.
Monthly billing
Monthly reports on those served and outcomes
Assist individuals in documenting eligibility at 200% of poverty
4. The County Department of Human Services shall assist in delivery of services in the following manner.

Ensure eligible individuals are served
Monitor outcomes

Delaware County Juvenile Court

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND DELAWARE
JUVENILE COURT

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This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Delaware County Juvenile Court, hereinafter referred to as "DCJC".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and DCJC for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services. Services to include:
"Whatever It Takes" and "Court Appointed Special Advocates".
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the DCJC for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$40,000 for FY 2000 and \$ 80,000 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The DCJC agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The DCJC will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DCJC must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The DCJC will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide DCJC with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The DCJC shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DCJC warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DCJC agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The DCJC shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs

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of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.

10. **AVAILABILITY AND RETENTION OF RECORDS:** DCJC shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DCJC shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DCJC agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the DCJC.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DCJC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The DCJC agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The DCJC agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. DCJC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DCJC and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or DCJC responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and DCJC agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The DCJC and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County.

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As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure hat services provided through this Contract assist and meet in the obtainment of said performance standards.

20. **NITORING AND EVALUATION:** DCDHS and DCJC will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DCJC agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973,as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The DCJC certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Delaware County Juvenile Court, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
 "What Ever It Takes"

 *Utilization of a full spectrum of nontraditional and flexible services to include but not limited to:
 *Flexible funds-auto repair, rent, utilities, education money, clothes for work, etc.
 *Alternative, specialized counseling (services not covered by Medicaid regardless of whether a person is eligible for Medicaid or not)
 *Transportation for youths/families to have the opportunity to get to the resources provided.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

 Will provide service when necessary. Days and hours will vary.
3. The provider shall deliver the following services in the described manner.
 The staff of Juvenile Court will assist families in writing up individually prepared, strength based plans to include a full spectrum of nontraditional and flexible services. See goals of program.

 The staff will assist applicants with completing the PRC application and gathering the needed documentation.

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The staff will forward the completed application and documentation to Human Services for approval or denial.

The staff will begin services when an approval notice is received.

The staff will maintain fiscal records and submit a quarterly report.

4. The County Department of Human Services shall assist in delivery of services in the following manner.
 - Process PRC applications for the provision of services.
 - Fax approval notice to Juvenile Court Staff.
 - Monitor contract for compliance.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Delaware County Juvenile Court, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of service is defined as:
 - “Court Appointed Special Advocates”
 - An advocacy program to insure competent advocacy in the courts for abused, neglected and dependent children and to secure the best available treatment for children and their families.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:
 - Days and hours will vary according to the needs of participants.
3. The provider shall deliver the following services in the described manner.
 - *Gather information from an agency or treatment provider involved with the family
 - *Attend interagency family and child treatment meetings.
 - *Observe family dynamics and living conditions by way of home visits
 - *Help families understand agency roles
 - *Forward completed application and documentation to DHS staff
 - *Begin services when an approval notice is received
 - *Maintain fiscal records and submit quarterly report
 - *Advocate for creative community based alternatives
4. The County Department of Human Services shall assist in delivery of services in the following manner.
 - *Process PRC applications
 - *Fax approval notice to Juvenile Court Staff
 - *Monitor contract for compliance

CORC Job Training

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND DELAWARE
CORC JOB TRAINING**

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the CORC JOB TRAINING, hereinafter referred to as "CJT".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and CJT for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

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4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the CJT for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$50,916.34 for FY 2000. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The CJT agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The CJT will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The CJT must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The CJT will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide CJT with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The CJT shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** CJT warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the CJT agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The CJT shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** CJT shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, CJT shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** CJT agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the CJT.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** CJT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

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The CJT agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The CJT agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. CJT is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** CJT and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or CJT responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and CJT agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The CJT and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and CJT will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.

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24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The CJT agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The CJT certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and CORC JOB TRAINING, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
Cost of particular service as documented in RFP budget.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Hours will vary according to program needs.
3. The provider shall deliver the following services in the described manner.
Provide educational and training support services to eligible individuals in order to increase employment options and opportunities that provide living wage, benefits and job advancement and to eliminate or reduce individual / family dependency on assistance programs.
 - *Tutoring at-risk students by a certified teacher for high school credit
 - *Make up credits for non-high school completers
 - *Tutoring for youth of all ages behind a grade level or below average grades
 - *Tutoring for post-secondary education (remedial mate, tec.)
 - *Short term education expense for post secondary education
 - *Application and entrance exam fees for post-secondary education
 - *Fee for summer school
 - *Incentives for perfect attendance in educational activities
 - *Transportation
 - *Participation fees for extra curricular activities and supplies
 - *Ensure eligible individuals are served
 - *Bill on monthly basis
 - *Provide reports when requested
 - *Monitor outcomes
4. The County Department of Human Services shall assist in delivery of services in the following manner.
 - *Ensure eligible individuals receive the services
 - *Monitor outcomes

Delaware/Union Educational Service Center

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
DELAWARE/UNION EDUCATIONAL SERVICE CENTER**

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Delaware / Union Educational Service Center, hereinafter referred to as "DUESC" .

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "DUESC" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.

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2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "DUESC" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$90,800 for FY 2000, AND \$181,600 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The "DUESC" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "DUESC" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The "DUESC" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "DUESC" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "DUESC" with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The "DUESC" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** "DUESC" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "DUESC" agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The "DUESC" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** "DUESC" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "DUESC" shall retain the records until the completion of

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the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** "DUESC" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "DUESC".
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** "DUESC" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "DUESC" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The "DUESC" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "DUESC" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** "DUESC" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "DUESC" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and "DUESC" agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "DUESC" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and "DUESC" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program,

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therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.

- 22. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 - 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 - 2. The maximum unit rate has varied significantly from actual cost.
 - 3. The provider fails to meet the necessary state and federal licensing requirements.
- 23. PARTIAL INVALIDITY: A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 24. PUBLICITY: In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
- 25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The "DUESC" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
- 26. DRUG-FREE WORKPLACE: The "DUESC" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and The Delaware / Union Educational Service Center, agrees to furnish to eligible individuals the following specific services in the manner described below:

- 1. For purposes of this agreement, a unit of services is defined as:
Prevention Specialists and Employment and Prevention Supervisors at a cost of \$90,800 for FY 2000, and \$181,600 for FY 2001.
- 2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Days and hours will vary according to the needs of participants.
- 3. The provider shall deliver the following services in the described manner.
 - *Alternative educational programs to better meet the emotional and educational needs of students and families at-risk.
 - *Service / coordination, child/family advocacy, assessment, assistance with intake and a application materials for school or community services; collaboration with Intervention Assistance Teams, Safe and Drug Free School Coordinators, Multidisciplinary Teams, School Counselor, and Community Agencies.
 - *Ensure eligible individuals receive the service
 - *Bill monthly
 - *Supply reports when requested
- 4. The County Department of Human Services shall assist in delivery of services in the following manner.
 - Ensure eligible individuals are served
 - Monitor outcomes

Delaware Area Chamber of Commerce

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
DELAWARE AREA CHAMBER OF COMMERCE**

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This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Delaware Area Chamber of Commerce, hereinafter referred to as "DACC".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "DACC" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participant's eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "DACC" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$27,784.02 for FY 2000, and \$55,568.04 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The "DACC" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "DACC" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The "DACC" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "DACC" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "DACC" with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The "DACC" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** "DACC" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "DACC" agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The "DACC" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** "DACC" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract,

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including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "DACC" shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** "DACC" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "DACC".

12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** "DACC" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "DACC" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The "DACC" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "DACC" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.

14. **SAFEGUARDING OF CLIENT:** "DACC" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "DACC" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

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

16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "DACC" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.

17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.

19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.

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- 20. NITORING AND EVALUATION: DCDHS and "DACC" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
- 21. TERMINATION: This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
- 22. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 - 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 - 2. The maximum unit rate has varied significantly from actual cost.
 - 3. The provider fails to meet the necessary state and federal licensing requirements.
- 23. PARTIAL INVALIDITY: A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 24. PUBLICITY: In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
- 25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The "DACC" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
- 26. DRUG-FREE WORKPLACE: The "DACC" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Delaware Area Chamber of Commerce, agrees to furnish to eligible individuals the following specific services in the manner described below:

- 1. For purposes of this agreement, a unit of services is defined as:
A Program Coordinator for a contracted fee of \$27,784.02 for FY 2000 and \$55,568.04 for FY 2001.
- 2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Hours will vary according to needs of the program.
- 3. The provider shall deliver the following services in the described manner.

A coordinator to establish collaboration and coordination among service providers and business in order to assist unemployed and under employed individuals gain meaningful employment.
- 4. The County Department of Human Services shall assist in delivery of services in the following manner.

Assist coordinator in establishing relationships with employers and community support systems.
Educate coordinator concerning employer support systems such as tax incentives, on the Job Training Contracts, and other employer incentives.
Monitor activities to ensure outcomes are met.

Central Ohio Mental Health

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CENTRAL OHIO MENTAL HEALTH

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Central Ohio Mental Health, hereinafter referred to as "COMH".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "COMH" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participant's eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "COMH" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$8,400 for FY 2000, and \$16,800 for FY 2001 for Service Coordinator and \$25,470.72 for FY 2000 and \$50,941.44 for FY2001 for Transition Interventions. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The "COMH" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "COMH" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The "COMH" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "COMH" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "COMH" with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The "COMH" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** "COMH" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "COMH" agrees to repay the DCDHS the amount entitled.

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9. FINANCIAL RECORDS: The "COMH" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. AVAILABILITY AND RETENTION OF RECORDS: "COMH" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "COMH" shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT: "COMH" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "COMH".
12. RESPONSIBILITY OF AUDIT EXCEPTIONS: "COMH" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "COMH" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit. |

13. The "COMH" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "COMH" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. SAFEGUARDING OF CLIENT: "COMH" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "COMH" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. CIVIL RIGHTS: DCDHS and "COMH" agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. FAIR HEARING: DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "COMH" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. LIABILITY REQUIREMENTS: (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. RESPONSIBILITIES OF DCDHS: Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.

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19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and "COMH" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The "COMH" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The "COMH" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Central Ohio Mental Health, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
Transition Interventions to assist individuals in making the necessary life style adjustments and learning corresponding new behaviors to move to an employed status. This may be individual service (\$66.33 per hr. not to exceed 192 sessions total to eligible individuals) or group services (\$29.51 per hr. not to exceed 288 total sessions to eligible individuals). Services will begin January 2000, and end June 2001.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Hours and days will vary to meet the needs of the program.
3. The provider shall deliver the following services in the described manner.

Assist in either an individual or group intervention via an educational process to consider alternative behaviors and make the necessary adjustment that would support movement from a state of unemployment toward consistent employment.
Provide monthly reports
Meet with Caseworkers when necessary
Bill monthly

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4. The County Department of Human Services shall assist in delivery of services in the following manner.

Use the PRCDRF Service Authorization Form
Monitor outcomes

Big Brothers/Big Sisters

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
BIG BROTHERS / BIG SISTERS**

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Big Brothers/big Sisters, hereinafter referred to as "BBBS".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "BBBS" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "BBBS" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$5,000 for FY 2000, and \$10,000 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The "BBBS" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "BBBS" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The "BBBS" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "BBBS" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "BBBS" with necessary information regarding participants as specified in Description of Services Document.

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7. SERVICE DELIVERY RECORDS: The "BBBS" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. DUPLICATE BILLING/OVERPAYMENT: "BBBS" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "BBBS" agrees to repay the DCDHS the amount entitled.
9. FINANCIAL RECORDS: The "BBBS" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. AVAILABILITY AND RETENTION OF RECORDS: "BBBS" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "BBBS" shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT: "BBBS" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "BBBS".
12. RESPONSIBILITY OF AUDIT EXCEPTIONS: "BBBS" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "BBBS" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit. |

13. The "BBBS" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "BBBS" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. SAFEGUARDING OF CLIENT: "BBBS" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "BBBS" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. CIVIL RIGHTS: DCDHS and "BBBS" agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. FAIR HEARING: DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "BBBS" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. LIABILITY REQUIREMENTS: (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

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18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and "BBBS" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The "BBBS" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The "BBBS" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Big Brothers / Big Sisters, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
Unit cost is \$1,000.00 per child for a budget period January 2000, to June 2001. The program will include 15 high school students and 15 middle school students.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Days and times to be arranged to meet the needs of the program.
3. The provider shall deliver the following services in the described manner.
*Study Buddies: Mentoring program which matches High School students with Middle School Students for two hour weekly during the academic year focussing on tutoring services,

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asset building/self-esteem building, teen pregnancy and drug abuse issues.

*Administer pre and post tests

*Collaborate with school officials to verify increase of participants school performance.

*Bill on a monthly basis

*Provide reports when requested.

4. The County Department of Human Services shall assist in delivery of services in the following manner.

Ensure eligible individuals are served.

Monitor outcomes.

ERGON

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
ERGON-A DIVISION OF THE ALPHA GROUP OF DELAWARE**

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the ergon, hereinafter referred to as "ergon".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and ergon for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the ergon for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$20,400 for FY 2000, and \$40,800 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

Ergon agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The ergon will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The ergon must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program

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administrative requirements. The ergon will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide ergon with necessary information regarding participants as specified in Description of Services Document.

7. **SERVICE DELIVERY RECORDS:** The ergon shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** ergon warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the ergon agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The ergon shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** ergon shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, ergon shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** ergon agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the ergon.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** ergon agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The ergon agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The ergon agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. ergon is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** ergon and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or ergon responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and ergon agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The ergon and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in

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the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and ergon will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The ergon agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The ergon certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and ergon, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
 Service Coordinator for 120 hours at \$35.00 per hr.
 Job Coaching Services for 171.428 hours at \$35.00 per hour
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

Days and hours will vary according to needs of participant.

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3. The provider shall deliver the following services in the described manner.
- *Service Coordinator as the central point of contact for the person being served by multiple agencies and for the agencies.
 - *Day to day management and support for all services.
 - *Job Coaching a one-on-one, therapeutic, systematic, community based job training. Focus is on new skill development, adjusting to a new work environment, developing winning work related behaviors, identifying learning style and modifying job tasks and schedules.
 - *Ensure eligible individuals are served.
 - *Bill on a monthly basis
 - *Monitor outcomes
 - *Provide reports as needed
4. The County Department of Human Services shall assist in delivery of services in the following manner.
- Ensure eligible individuals are served
 - Monitor outcomes

Grady Occupational Health

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
GRADY OCCUPATIONAL HEALTH

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Grady Occupational Health, hereinafter referred to as "GOH".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "GOH" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "GOH" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$11,820 for FY 2000, and \$23,640 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

The "GOH" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "GOH" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.
5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.

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6. INFORMATION REQUIREMENTS: The "GOH" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "GOH" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "GOH" with necessary information regarding participants as specified in Description of Services Document.
7. SERVICE DELIVERY RECORDS: The "GOH" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. DUPLICATE BILLING/OVERPAYMENT: "GOH" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "GOH" agrees to repay the DCDHS the amount entitled.
9. FINANCIAL RECORDS: The "GOH" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. AVAILABILITY AND RETENTION OF RECORDS: "GOH" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "GOH" shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT: "GOH" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "GOH".
12. RESPONSIBILITY OF AUDIT EXCEPTIONS: "GOH" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "GOH" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The "GOH" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "GOH" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. SAFEGUARDING OF CLIENT: "GOH" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "GOH" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. CIVIL RIGHTS: DCDHS and "GOH" agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. FAIR HEARING: DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "GOH" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.

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17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDHS:** Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. **PERFORMANCE STANDARDS:** Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. **MONITORING AND EVALUATION:** DCDHS and "GOH" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The "GOH" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. **DRUG-FREE WORKPLACE:** The "GOH" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Grady Occupational Health, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. Purposes of this agreement, a unit of services is defined as:
One pre-employment screening and consultation at a cost of \$197.00 per person.
2. Provider shall provide services between hours of 8:00am and 4:00 pm from (days of services) Monday to Friday with the exception of the following holidays:

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3. The provider shall deliver the following services in the described manner.
 - Level III Physical Screening to Include:
 - Complete medical/family/social/work history
 - Detailed evaluation of all organ system
 - Titmus vision test
 - Pulmonary function Screen
 - Audiogram
 - History of immunizations
 - Vital signs, height and weight
 - Consultation including healthy life style information
 - An individual report indicating what type of work an individual is capable of taking into account their limitations.
 - Consultation with Employment Counselor when necessary.
 - Monthly billing.

4. The County Department of Human Services shall assist in delivery of services in the following manner.
 - Refer TANF eligible and PRC eligible individuals to the screening
 - Provide available medical documentation.
 - Refer to enclosed documents
 - Grady Occupational Health Assessment/Process
 - Memo
 - Referral form

Delaware County Family Services Regional Council of Governments

PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND
Family Services Regional Council of Government

This Contract is made and entered into on the 1st day of February, 2000 by and between the Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the Family and Children First Council, hereinafter referred to as "COG".

1. **PURPOSE OF CONTRACT:** With the implementation of State and Federal Welfare Reform, social policy has shifted to self-sufficiency through an employment-focused agenda and services. In keeping with the Ohio Works First (OWF) philosophy, the purpose of this Contract is to outline the Programmatic and Fiscal relationships between the Delaware County Department of Human Services and "COG" for the implementation of the PRC Development Reserve Proposal to eligible Delaware County participants. Services being provided are detailed in the Description of Services.

2. **AGREEMENT PERIOD:** This Contract will be effective from February, 2000 through June 30, 2001, inclusive, unless otherwise terminated.

3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period. All Medicaid provided services must be billed to Medicaid. Medicaid covered services may not be provided regardless of a participants eligibility for the medical card. Medical services not covered by Medicaid may be covered. Pre-employment health screening is an allowable use of TANF dollars.

These funds may not be used to pay for Department of Education services. When educational services (school fees, tutoring, extra curricular activities etc.), are provided to youth, the service provider must receive a letter from the school stating that this is not a service provided by the school system

4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the "COG" for actual costs for services outlined in the Provision of Service document. Said reimbursement shall not exceed \$52,459.67 for FY 2000, and \$94,289.33 for FY 2001. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the PRC Development Reserve Program.

"COG" agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The "COG" will perform monthly reconciliation of billings and will make adjustments within the subsequent month.

Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

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The Ohio Department of Human Services has specified that 15% of funds, not to exceed 15% of the total PRC Development Reserve Funds, excluding dollars designated to the DCDHS can be used for operating this program. Operating costs are defined as salaries and compensation costs, supplies, facilities, postage, utilities, telephone, printing, travel and transportation, and equipment for administration of the PRC Development Reserve Program. The cost of providing direct delivered services is not considered an operational cost for costs that may be associated with more than one federal program and/non-federal program and to determine direct service costs.

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDHS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The "COG" must provide the DCDHS with the appropriate information necessary to support the county's state and federal PRC Development Reserve Program administrative requirements. The "COG" will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDHS will provide "COG" with necessary information regarding participants as specified in Description of Services Document.
7. **SERVICE DELIVERY RECORDS:** The "COG" shall maintain records of services provided to PRC eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** "COG" warrants that claims made to DCDHS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the "COG" agrees to repay the DCDHS the amount entitled.
9. **FINANCIAL RECORDS:** The "COG" shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDHS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** "COG" shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDHS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDHS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, "COG" shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** "COG" agrees to, if required by the director of DCDHS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDHS. Any and all costs of such an independent audit shall be the sole responsibility of the "COG".
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** "COG" agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The "COG" agrees to reimburse the DCDHS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.

13. The "COG" agrees to maintain compliance with state, federal and local regulations which govern the services provided under the PRC Development Reserve Program. "COG" is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** "COG" and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or "COG" responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDHS and "COG" agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin,

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handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

16. FAIR HEARING: DCDHS is responsible for fulfilling responsibilities relative to PRC participants appeal and state hearings in accordance with State Regulations. The "COG" and its providers, agents, etc. shall be under the direction of the DCDHS, assist in the informational gathering and support process related to the state hearing process.
17. LIABILITY REQUIREMENTS: (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability suits loses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. RESPONSIBILITIES OF DCDHS: Pursuant to Federal Regulations (H.R. 3734); State Regulations (H.B. 408) and by designation of the Delaware County Board of Commissioners the DCDHS is responsible for administration of the PRC Development Reserve Program in the County of Delaware, in the State of Ohio; furthermore, DCDHS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the PRC Development Reserve Funds.
19. PERFORMANCE STANDARDS: Section 5101.21 (B) (2) of the Ohio Revised Code requires that the County's PRC Development Reserve Program meets specific designated outcomes and performance standards which will be included in the Partnership agreement between the state and Delaware County. As these performance standards are fined and re-established for Delaware County, this Contract will be amended to insure that services provided through this Contract assist and meet in the obtainment of said performance standards.
20. MONITORING AND EVALUATION: DCDHS and "COG" will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluate the extent to which the program/services are being achieved.
21. TERMINATION: This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. AMENDMENT OF AGREEMENT: This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 2. The maximum unit rate has varied significantly from actual cost.
 3. The provider fails to meet the necessary state and federal licensing requirements.
23. PARTIAL INVALIDITY: A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. PUBLICITY: In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDHS.
25. ACCESSIBILITY OF PROGRAM TO HANDICAPPED: The "COG" agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract
26. DRUG-FREE WORKPLACE: The "COG" certifies and affirms that, as applicable to the DCDHS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Family and Children First Council, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
 Early Start Coordinator and Home Visitor to include the cost of wages, benefits, travel, maintenance, materials, and curriculum at a total cost of \$33,598 for FY 2000, and \$56,566 for FY 2001.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

 Days and hours will vary according to needs of program.
3. The provider shall deliver the following services in the described manner.
 - *Promote family environments which promote the growth and development of infants and toddlers and reduce child abuse and neglect.
 - *Ensure children ages birth to three have adequate medical care, including current immunizations.
 - *Coordinate services for at-risk families with infants, toddlers and preschoolers and promote and encourage self-sufficiency.
 - *Ensure eligible individuals are served.
 - *Bill on a monthly basis.
 - *Maintain reports documenting outcomes.
 - *Provide reports when requested.
 - *Administer the AAPI
 - *Enter families into Early Track system.
4. The County Department of Human Services shall assist in delivery of services in the following manner.
 Assist in ensuring eligible individuals are served
 Monitor outcomes

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Family and Children First Council, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:
 "Adolescent Pregnancy Prevention"

 Pregnancy prevention services to a minimum of 10 girls at a cost of \$750 per girl.
 This contract will cover 18 month period beginning January 2000.
2. Provider shall provide services between hours of _____ and _____ from (days of services) _____ to _____ with the exception of the following holidays:

 Hours will vary to meet the needs of the youth.
3. The provider shall deliver the following services in the described manner.
 - Adolescent Pregnancy prevention program/support group.
 - Develop, teach and train girls in knowledge, skill, values and intentions critical in making responsible decisions about sex
 - Teach assertiveness as a tool for delaying sexual activity improve communication skills.
 - Encourage girls to build healthy, non-sexual activity
 - Provide a pre and post test, follow-up survey
 - Bill monthly
 - Maintain reports documenting outcome measurements
4. The County Department of Human Services shall assist in delivery of services in the following manner.
 Assist in ensuring eligible individuals receive the service
 Monitor outcomes

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Family and Children First Council, agrees to furnish to eligible individuals the following specific services in the manner described below:

1. For purposes of this agreement, a unit of services is defined as:

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One coordinator of to hire, train, and monitor volunteers to work with young mothers
To develop parenting skills. Cost of personnel and materials is \$19,785.00 for an 18 month
period.

- 2. Provider shall provide services between hours of _____ and _____ from (days of services)
_____ to _____ with the exception of the following holidays:

Hours will vary to meet the needs of the youth.

- 3. The provider shall deliver the following services in the described manner.

A parent visitor program to:
Prevent child abuse and neglect
Teach positive parenting skills
Encourage medical care while pregnant
Encourage medical care for children
Provide support to young mothers
Collect data to determine if outcomes are meet
Bill monthly

- 4. The County Department of Human Services shall assist in delivery of services in the following manner.

Assist to ensure eligible individuals are served.
Monitor outcomes

DESCRIPTION OF SERVICES

The County Department of Human Services agrees to purchase and Family and Children First Council, agrees to furnish to eligible individuals the following specific services in the manner described below:

- 1. For purposes of this agreement, a unit of services is defined as:
"Juvenile Delinquency Prevention/Mentoring Program"
Mentor services for a minimum of ten eligible youth at a cost of \$2,180 per youth.
This contract will cover an 18 month period beginning January 2000.

- 2. Provider shall provide services between hours of _____ and _____ from (days of services)
_____ to _____ with the exception of the following holidays:

Hours will vary to meet the needs of the youth.

- 3. The provider shall deliver the following services in the described manner.

Will operate during the academia school year
Will recruit and screen mentors to include a police background investigation, and reference
checks and training.
Mentors will teach the youth life skills and goal selection/achievement.
Evaluate the program using pre and post questionnaire and confidential focus groups.
Bill on a monthly basis.

- 4. The County Department of Human Services shall assist in delivery of services in the following manner.

Assist in ensuring individuals served are PRC eligible.
Monitor the program to ensure goals are met.

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

RESOLUTION NO. 00-99

**IN THE MATTER OF AMENDING THE PARTNERSHIP AGREEMENT BETWEEN THE BOARD
OF COUNTY COMMISSIONERS, DELAWARE HUMAN SERVICES AND THE OHIO
DEPARTMENT OF HUMAN SERVICES BY IMPLEMENTING THE PREVENTION, RETENTION
AND CONTINGENCY DEVELOPMENT RESERVE FUNDS:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to execute the following agreement:

Whereas, the State has made available to the counties additional Prevention, Retention and Contingency dollars;

Whereas, Delaware County intends to utilize these dollars to provide benefits and services to needy families and
low-income employed families of Delaware County;

Now, therefore, be it resolved that the Partnership Agreement approved by Resolution No. 99-554 between the
Board of County Commissioners, The Delaware County Department of Human Services and the Ohio
Department of Human Services be amended to include the Prevention, Retention and Contingency Development
reserve Funds to include the services listed in each provider contract.

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

RESOLUTION NO. 00-100

IN THE MATTER OF AWARDING THE BID FOR TRANSPORTATION SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES:

It was moved by Mr. Wuertz, seconded by Mr. Ward to award the following:

WHEREAS, the Delaware County Department of Human Services has requested bids for transportation services for the period of January 1, 2000 through December 31, 2000; and

WHEREAS, one bid was received, one being from The Delaware Cab Co., Inc.; and

WHEREAS, The Delaware Cab Co., Inc. can provide the transportation services requested and will do so at the same rates as previously awarded.

NOW THEREFORE BE IT RESOLVED, the Board of County Commissioners, Delaware County, State of Ohio, hereby accepts the bid offered by The Delaware Cab Co., Inc. and authorizes the signing of the respective contract.

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

RESOLUTION NO. 00-101

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve of the following:

James A. Carey has accepted the position as Water Reclamation Operator for OECC; effective date of hire is February 7, 2000.

Matthew D. Ice has accepted the position as Water Reclamation Operator for OECC; effective date of hire is February 7, 2000.

Sharon A. Creamer has accepted the position as Database Technician for 9-1-1 Center; effective date is February 1, 2000.

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

RESOLUTION NO. 00-102

IN THE MATTER OF AUTHORIZING AN APPLICATION TO THE MID OHIO REGIONAL PLANNING COMMISSION:

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the application:

WHEREAS, Delaware County is currently a member of the Mid Ohio Regional Planning Commission (MORPC) for transportation planning, and

WHEREAS, The Mid Ohio Regional Planning Commission will provide the same services to Delaware County as all other MORPC members, and

WHEREAS, Delaware County is interested in becoming a full member of MORPC to obtain assistance with grant funding applications, transportation and rail initiatives, housing and infrastructure programs, information and technology services and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby authorizes an application to the Mid Ohio Regional Planning Commission under the following terms and conditions:

- Section I: That the Articles of Agreement with MORPC provide that Delaware County be given six seats on the MORPC board,
- Section II: That the county commissioners be appointed to three of the seats available to the county with Delaware City retaining two seats and the Village of Powel retain its one seat,
- Section III: The application is for a one-year trial bases and continued membership will require

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further action of the Board of County Commissioners

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

RESOLUTION NO. 00-103

7:30 PM - IN THE MATTER OF HEARING FOR ANNEXATION OF 1.15, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mr. Wuertz to continue the hearing until February 7, 2000 at 8:00 PM.

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

RESOLUTION NO. 00-104

8:00 PM - IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ZONING CODE AMENDMENTS TO DELAWARE COUNTY ZONING RESOLUTION:

Mrs. Martin reconvened the hearing at 8:00 PM

RESOLUTION NO. 00-105

IN THE MATTER OF ADOPTING THE AMENDMENTS TO THE DELAWARE COUNTY ZONING RESOLUTION: (Denied)

It was moved by Mr. Wuertz, seconded by Mr. Ward to **deny** the following:

WHEREAS, the Delaware County Zoning Resolution was adopted in 1964 and later amended in 1984 and 1995; and

WHEREAS, said Resolution currently regulates zoning matters in Kingston, Marlboro, Oxford, Radnor, and Thompson Townships; and

WHEREAS, since the members of the Rural Zoning Commission as well as Township Trustees recognize a need to provide up to date zoning regulations; said Rural Zoning Commission has met over the last eight months in public forum in order to amend the 1995 Zoning Resolution. Said meetings included members of the public, township trustees, Board of Zoning Appeals members, the Regional Planning Director and a representative of the County Prosecutor’s office; and

WHEREAS, the proposed amendments include: **amendments to Article IV, VI, VII, VIII, IX, X, XXVII, XXVIII and XXXI excluding Article VII, Section 7.04 k, 7.04 l and 7.06 b paragraph 2 the sentence reading “Flag lots and/or narrow frontage lots (conditionally approved per Section 7.04)”**.

WHEREAS, the amendments have been reviewed and recommended by the Regional Planning Commission, the Delaware County Prosecutor, and the Delaware County Rural Zoning Commission; and

WHEREAS, this effort was culminated by public hearings of the Delaware County Board of Commissioners on Monday, November 22, 1999 and Monday, November 29, 1999; and Monday, January 31, 2000

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

RESOLUTION NO. 00-106

IN THE MATTER OF ADOPTING THE AMENDMENTS TO THE DELAWARE COUNTY ZONING RESOLUTION: (Denied)

It was moved by Mr. Wuertz, seconded by Mr. Ward to **deny** the following:

WHEREAS, the Delaware County Zoning Resolution was adopted in 1964 and later amended in 1984 and 1995; and

WHEREAS, said Resolution currently regulates zoning matters in Kingston, Marlboro, Oxford, Radnor, and Thompson Townships; and

WHEREAS, since the members of the Rural Zoning Commission as well as Township Trustees recognize a need to provide up to date zoning regulations; said Rural Zoning Commission has met over the last eight months in public forum in order to amend the 1995 Zoning Resolution. Said meetings included members of the public, township trustees, Board of Zoning Appeals members, the Regional Planning Director and a representative of the County Prosecutor’s office; and

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WHEREAS, the proposed amendments include: **amendments to Article VII, Section 7.04 k, 7.04 l and 7.06 b paragraph 2 the sentence reading “Flag lots and/or narrow frontage lots (conditionally approved per**

WHEREAS, the amendments have been reviewed and recommended by the Regional Planning Commission, the Delaware County Prosecutor, and the Delaware County Rural Zoning Commission; and

WHEREAS, this effort was culminated by public hearings of the Delaware County Board of Commissioners on Monday, November 22, 1999 and Monday, November 29, 1999; and Monday, January 31, 2000

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners