

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 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

9:00 AM – Executive Session – Pending Litigation

10:00 AM – Bid Opening for Sherwood Ditch Number 125

7:30 PM – Annexation Hearing on 86.8 Acres from Liberty Township to The Village of Powell

8:00 PM – Continue Hearing on the Zoning Request of Robert and Amy Ziegler

RESOLUTION NO. 00-601

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION AT 9:00 AM:

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

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO. 00-602

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 10:20 AM:

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

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 00-603

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JULY 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 July 24, 2000, and to approve resolutions and minutes as submitted.

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

Liberty Township trustees, John Werner and Robert Cape requested the tap fees be waived for the Liberty Township Recreation Center. Request was denied, but a payment schedule will be arranged.

RESOLUTION NO. 00-604

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 278323 THROUGH 278982:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 278323 through 278982 on file in the office of the Delaware County Commissioners.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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RESOLUTION NO. 00-605

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Vikki Hardwick and Darlene Miller attend the Personality Disorders in Social Work and Health Care at Columbus on August 9, 2000, in the amount of \$270.00.

Auditor is requesting that Jane Tinker attend the Ohio GFOA Annual Conference at Cincinnati on September 20 through September 22, 2000, in the amount of 437.00.

Department of Job and Family Services is requesting that Sam Keckler attend the Child Injury and Death Investigation Training at Troy, Ohio on August 21 through August 22, 2000, in the amount of 273.50. (Sheriff will pay half of this amount \$136.75)

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County Engineer is requesting that Chris Bauserman attend the various NACE and CEAO Meetings at various times throughout the year 2000, in the amount of \$840.00.

Emergency Services is requesting that Larry Fisher attend Terrestrial Trunked Radio Seminar at Boston, Massachusetts on August 17 through August 18, 2000, in the amount of \$860.00.

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

RESOLUTION NO. 00-606

IN THE MATTER OF CONGRATULATING SHAWN MOSELEY UPON RECEIVING THE EAGLE SCOUT AWARD:

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

Whereas, Shawn Moseley has been a member of Boy Scout Troop 300 of Galena, Ohio and
 Whereas, Shawn Moseley has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and
 Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to Shawn Moseley on earning the Eagle Scout Award.
 Now Be It Resolved: That the Board of County Commissioners of Delaware County hereby officially congratulates Shawn Moseley on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

Be It Further Resolved: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 00-607

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:
052-2000-020	CDBG FY 2000 - Srvs & Chrgs	\$ 11,000.00
081-8110-040	Roadway Development - Equip	\$ 1,000,000.00
111-4535-015	Childrens Srvs/Local Cluster - Mat & Sup	\$ 2,000.00
111-4535-020	Childrens Srvs/Local Cluster - Srvs & Chrgs	\$ 54,000.00
132-1320-015	Electronic Monitoring – Mat'l & Supplies	\$ 1,000.00
132-1320-020	Electronic Monitoring - Srvs & Chrgs	\$ 2,000.00

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
001-0265-040 Gen Fund/911 – Equip	001-0265-015 Gen Fund/911 - Mat & Sup	\$ 3,740.00
001-0120-011 Gen Fund/Fringe Benefits	001-0120-020 Gen Fund/Srvs & Chrgs	\$ 25,000.00
021-0020-040 Perm Impr – Equip	021-0020-020 Perm Impr - Srvs & Chrgs	\$ 1,000.00

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111-4530-020	111-4535-020	\$	30,000.00
Childrens Srvs - Srvs & Chrgs	Childrens Srvs/Local Cluster - Srvs & Chrgs		

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

RESOLUTION NO. 00-608

IN THE MATTER OF PLAT APPROVAL FOR PIATT MEADOWS, SECTION 2, PHASE 1; SUMMERFIELD VILLAGE, SECTION 2, PHASE 1; DITCH MAINTENANCE PETITIONS FOR PIATT MEADOWS, SECTION 2, PHASES 1,2 AND 3; SUMMERFIELD VILLAGE, SECTION 2, PHASES 1,2 AND 3; WILSHIRE ESTATES, SECTION 4:

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

Piatt Meadows, Section 2, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Berlin, Lying in Section 3, Township 4, Range 18, of the United States Military Lands, Containing 7.253 Acres of Farm Lot 2, and 2.780 Acres in Farm Lot 15, and being 10.033 Acres, More or Less, including 2.414 Acres of Right-Of-Way, out of the 18.188 Acre Tract conveyed to Dominion Homes, Inc., by Deed of Record in Deed Book 6 at Page 254-257 Record of the Recorder’s Office of Delaware County, Ohio. Lot in the amount of \$72.00.

Summerfield Village, Section 2, Phase 1

Situated in the State of Ohio, County of Delaware, Township of Orange, Lying in Section 2, Township 3, Range 18, United States Military Lands, in Farm Lot 23, being 14.847 Acres, More or Less, including 1.942 Acres of Right-Of-Way, out of the 23.072 Acre Tract conveyed to Dominion Homes, Inc. by Deed of Record in Deed Book 7, Page 2545, 2549 Records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$90.00.

Piatt Meadows, Section 2, Phases 1, 2 and 3- Ditch Maintenance Petition

We the undersigned owners of 30.93 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Piatt Meadows, Section 2, Phases 1,2, and 3 as evidenced by the subdivision plant (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 County Engineer’s Office). In 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 Piatt Meadows, Section 2, Phases 1,2, and 3 Subdivision.

The cost of the drainage improvements is \$308,144.97 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. Seventy-five 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, \$4,078.95 per lot. An annual maintenance fee equal to 2% of this basis \$81.58 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 \$6,097.78 has been paid to Delaware County.

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

Summerfield Village, Section 2, Phase 1, 2, and 3- Ditch Maintenance Petition

We the undersigned owners of 34.39 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Summerfield Village, Section 2, Phases 1,2, and 3 as evidenced by the subdivision plant (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 County Engineer’s Office). In 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.

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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 Summerfield Village, Section 2, Phases 1,2, and 3 Subdivision.

The cost of the drainage improvements is \$173,052.00 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. Ninety-five 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, \$1,821.60 per lot. An annual maintenance fee equal to 2% of this basis \$36.43 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 \$3,461.04 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.
Wilshire Estates, Section 4 – Ditch Maintenance Petition

We the undersigned owners of 14.806 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Wilshire Estates, Section 4 as evidenced by the subdivision plant (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 County Engineer's Office). In 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 Wilshire Estates, Section 4 Subdivision.

The cost of the drainage improvements is \$50,630.00 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. Twenty-eight 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, \$1,808.21 per lot. An annual maintenance fee equal to 2% of this basis \$36.16 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 \$1,012.60 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. 00-609

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR WOODLANDS AT LOCH LOMOND:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the subdivider's agreement:

THIS AGREEMENT executed on this 31st day of July 2000, between **WOODLANDS, LTD.** as evidenced by the **THE WOODLANDS AT LOCH LOMOND** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/25/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method

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used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this

AGREEMENT

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

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

RESOLUTION NO. 00-610

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IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND FOR DESERET SUBDIVISION:

I was moved by Mr. Ward, seconded by Mr. Wuertz to release the maintenance bond for Deseret Subdivision.

On October 4, 1999, the Commissioners accepted a Letter of Credit in the amount of \$36,900 as construction surety for the referenced project so that the developer could file the plat. The construction for this project, which are private improvements that will not be placed onto the public system, is complete and we, therefore, request approval to release said Letter of Credit back to the developer.

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

RESOLUTION NO. 00-611

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR PIATT MEADOWS, SECTION 2, PHASE 1; SUMMERFIELD VILLAGE, SECTION 2, PHASE 1; HIGHLAND LAKES EAST, SECTION 14, PHASE 2:

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the following maintenance bonds:

Piatt Meadows, Section 2, Phase 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. We have, therefore, estimated the remaining construction costs to be \$132,300 and a Performance Bond in that amount has been submitted to cover the bonding of this project.

Summerfield Village, Section 2, Phase 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. We have, therefore, estimated the remaining construction costs to be \$129,300 and a Performance Bond in that amount has been submitted to cover the bonding of this project.

Highland Lakes East, Section 14, Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2000-construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at \$57,000 for the duration of the one-year maintenance period. A Maintenance Bond in that amount has been submitted.

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

RESOLUTION NO. 00-612

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000053	General Telephone	Ostrander Road	Directional bore
U000088	Ameritech	Tussic and Maxtown Roads	Place duct run
U000089	General Telephone	Stover Road	Place buried cable
U000090	Columbia Gas	Liberty Road	Install new gas main
U000091	Columbus Southern Power	Home Road	Bore road

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

RESOLUTION NO. 00-613

IN THE MATTER OF AUTHORIZING THE REMOVAL OF THE TEMPORARY SPEED REDUCTION ON HOME ROAD:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorizing the removal of the temporary speed reduction.

Whereas, On June 7, 1999, the Delaware County Commissioners approved establishing temporary speed limit reduction on Home Road from its intersection with County Road 5, South Section Line Road, to its intersection with County Road 125, Steitz Road, to 25 miles per hour during the period of heavy construction in the area, and

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Whereas, the work in this area has been completed and the Delaware County Engineer has determined the temporary speed reduction is no longer needed.

Therefore Be It Resolved, the temporary speed limit reduction be removed.

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

RESOLUTION NO. 00-614

IN THE MATTER OF ADDRESSING THE REQUEST OF THE DELAWARE COUNTY BOARD OF HEALTH TO PLACE A TWO AND ONE HALF TENTHS OF ONE MILL TAX LEVY ON THE NOVEMBER 7, 2000, GENERAL ELECTION BALLOT FOR THE BENEFIT OF THE DELAWARE CITY-COUNTY HEALTH DEPARTMENT PURSUANT TO OHIO REVISED CODE SECTION 3709.29:

The Board of Commissioners of Delaware County, Ohio met in regular session on the 31st day of July, 2000, at the Office of the Commissioners with the following members present: Deborah Martin, James D. Ward, and Donald Wuertz

It was moved by Mr. Wuertz, seconded by Mr. Ward to deny the request to place the Health Department Tax Levy on the November 7, 2000, General Election Ballot.

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

RESOLUTION NO. 00-615

IN THE MATTER OF APPROVING THE PERSONNEL ACTIONS:

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

Darwin Denty has been promoted from Intermediate to Paramedic for EMS; effective date of promotion is August 1, 2000.

Bob Geiger has completed his probationary period as Building Inspector for Code Compliance; effective date of wage and market adjustment increase is July 29, 2000.

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

RESOLUTION NO. 00-616

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND MARLENE GRIFFIN; MARLA JOHNSON; RHONDA HUFFMAN; MELANIE BERRY AND CHILD CARE UNLIMITED:

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

Marlene Griffin

PURCHASE OF CHILD CARE SERVICES CONTRACT

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Marlene Griffin, a certified Type B Family Child Care Home, ("Provider"), located at 2439 McCutcheon Road, Columbus, OH 43219 whose telephone number is (614) 476-3951. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

1. **PURCHASE OF SERVICES:** The Department agrees to purchase for, and the Provider agrees to furnish to eligible individuals (see Article 7), throughout the entire contract period (see Article 2), childcare services per this agreement and any attached Exhibits. These services include: (A) Employment/Training, (B) Special Needs, and (C) Protective child care services.
2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.

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4. **COST AND DELIVERY OF PURCHASED SERVICES:**

(A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit ___, if applicable).

(1) **Basic Rates: All Rates are Per Day**

	<u>Full Time: (5 or more hours)</u>	<u>Part Time: (less than 5 hours)</u>
Infants	\$16.05	\$10.80
Toddlers	\$15.45	\$10.35
Preschool	\$13.65	\$9.15
Schoolage	\$12.90	\$8.70

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

None

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

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

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

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

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

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

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

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

7. **ELIGIBILITY FOR SERVICES:**

(A) **Eligibility Determinations:**

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

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

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ChildCare Resource and Referral agency serving the county.

- (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
 - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
 - (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
 - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are

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being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.

15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.

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

 The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.
 In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.

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

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

Marla Johnson

PURCHASE OF CHILD CARE SERVICES CONTRACT

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services (“Department”) and Marla Johnson, a certified Type B Family Child Care Home, (“Provider”), located at 324 Foxtail Road, Sunbury, Oh 43074 whose telephone number is **(740) 965-4917**. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

2. **CONTRACT PERIOD:** This contract is effective from July 1, 2000 or upon execution, whichever is later. Unless terminated under Article 16, this contract will be in effect for a specified period of time ending June 30, 2001.

3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.

4. **COST AND DELIVERY OF PURCHASED SERVICES:**
 - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit __, if applicable).

(1)	Basic Rates: All Rates are Per Day	
	Full Time: (5 or more hours)	Part Time: (less than 5 hours)
	Infants \$2.15	\$2.15

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Toddlers	\$2.00	\$2.00
Preschool	\$2.00	\$2.00
Schoolage	\$2.00	\$2.00

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

None

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

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

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

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

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

- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
- (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.

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

7. **ELIGIBILITY FOR SERVICES:**

- (A) **Eligibility Determinations:**

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

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

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

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

- (B) **Reimbursement**

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- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
 - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded child care benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
 9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
 10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
 11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
 12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
 13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
 14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
 15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be

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authorized in writing and signed by the authorized Department representative.

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

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

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

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

Rhonda Huffman

PURCHASE OF CHILD CARE SERVICES CONTRACT

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Rhonda Huffman, a certified Type B Family Child Care Home, ("Provider 9310 Mills Rd., Ostrander, Oh 43061, Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

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

None
 - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to

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verify enrollment of the child with the Provider.

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

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

9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records related to this contract and the administration of child care services under this contract for a minimum period of three (3) years from the last date of payment made under this contract. The Provider will assure the maintenance of, for a like period of time, such records kept by any third party performing work related to this contract. Such records shall be subject at all reasonable times to inspection, review, or audit by duly authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.
10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.

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

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper

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

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

Melanie Berry

PURCHASE OF CHILD CARE SERVICES CONTRACT

This contract is entered into on July 1, 2000 between the Delaware County Department of Job and Family Services ("Department") and Melanie Berry, a certified Type B Family Child Care Home, ("Provider"), located at 6380 Houseman Rd., Ostrander, Oh 43061. Chapter 5104. of the Ohio Revised Code and rules issued under that Chapter authorizes the county department to contract with licensed child care centers, licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

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

None
 - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
 - (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider's reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit ___, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates or noncovered services is subject to adjustment prior to issuance of payment.

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

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authorized federal, state and Department personnel. If any legal or fiscal action involving these records has been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
13. **INDEMNITY AND INSURANCE:**
 - (A) **Indemnity:** Provider agrees to indemnify and save harmless the Department, the Ohio Department of Human Services, and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
 - (B) **Insurance:** Except a Provider who can demonstrate self-insurance or a Provider who chooses not to purchase insurance coverage (thereby assuming liability), the Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.
14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
16. **Termination:** This contract shall terminate automatically if: (1) the Provider fails to meet and maintain all licensing or certification requirements; (2) upon the discovery of illegal conduct; (3) upon the unavailability of state and federal funds; or (4) failure to honor the terms of this contract and related state, federal or local regulations. This contract may be terminated at any time upon thirty (30) days written notice by either party.
The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

licensed Type A Family Child Care Homes, certified Type B Family Child Care Homes, certified In-Home Aides, licensed preschool programs, licensed school child programs, and/or border state child care providers for the purchase of publicly funded child care services. Contract terms for providers follow.

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

(1) **Basic Rates: All Rates are Per Day**

Full Time: (5 or more hours)		Part Time: (less than 5 hours)
Preschool Only		
Preschool	\$14.29	
Preschool plus Child Care		
Infants-18 mos.	\$23.00	\$15.41
18 mos - 3 years	\$22.00	\$14.74
3 - 5 years	\$20.00	\$13.40
Kindergarten Care		
Schoolage	\$16.00	\$16.00
Schoolage Child Care		
AM & PM	\$11.00	
AM	\$5.00	
PM	\$7.00	
Summer SACC		
Schoolage	\$19.00	\$19.00

- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
None
 - (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.
- (B) **Fees:** The Department shall pay a Provider only the amount of the cost of care for which the Department is responsible. The Provider shall collect any required family copayment from the parent. Any required copayment shall be subtracted from the Provider’s reimbursement prior to payment by the Department.
5. **BILLING PROCEDURES:** The Provider will submit an invoice to the Department within 15 days following the last day of each billing period in accordance with Department procedures (see Exhibit ___, if applicable). The Department will review the invoice for completeness and accuracy prior to making payment within 30 days after receipt of an accurate invoice. An invoice that contains errors, incorrect rates

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or noncovered services is subject to adjustment prior to issuance of payment.

- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
 - (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
 - (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
 - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
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 - Provider
 - ChildCare Resource and Referral agency serving the county.
 - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
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the action on all issues or until the end of the three-year period, whichever is later.

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.
11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.
12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the Ohio Department of Human Services and any approved additional county certification requirements, and (C) requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.
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14. **Monitoring:** The Department and Provider will monitor the manner in which the terms of the contract are being carried out. The form and scope of monitoring and evaluation will be determined at the discretion of the Department.
15. **Breach or Default of Contract:** Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the Department may exercise any administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the Department retains the right to exercise all remedies hereinabove mentioned. If the Provider or the Department fails to perform an obligation or obligations under this contract and such failure(s) is(are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by the Department shall be authorized in writing and signed by the authorized Department representative.
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The effective date of the termination and the basis of settlement shall be addressed in a written notice, signed by an authorized representative of the Department and delivered to the Provider. Per the effective date of termination, the Provider shall cease providing services under this contract.

In the event of termination, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to the notice of termination and based on the payment rates set forth in this contract. The Department shall not be liable for any further claims. If a contract maximum amount is stated as part of this agreement, claims submitted by the Provider shall not exceed this total amount under contract.
17. **Amendment of Contract:** This contract may be amended on a form developed by the Department. A contract may not be amended after the lapse or termination of the contract. Amendments must be signed by the Provider and the authorized representative of the Department prior to the effective date of the amendment.
18. **Customary Charge:** In signing this contract, the Provider certifies that the rates of reimbursement indicated in Article 4, except to the extent limited by state reimbursement ceilings, are the customary rates charged to the public.

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

RESOLUTION NO. 00-617

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF APPLICATIONS FOR DOMESTIC VIOLENCE FUNDS FOR 2000 ESTIMATING AMOUNT OF FUNDS ANTICIPATED AND ALLOCATING SAME TO QUALIFIED APPLICATIONS. THIS ACTION PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

It was moved by Mr. Wuertz, seconded by Mr. Ward to acknowledge receipt of qualified applications for 2000 domestic violence funds from "Turning Point" Shelter, Marion, Ohio and "Choices" Shelter, Columbus, Ohio and to estimate the total sum to be collected in said fund in 2000/2001 at \$30,000.00. Further that said funds to be allocated as follows:

- 80% of funds actually received to Turning Point, Marion, Ohio
- 20% of funds actually received to Choices, Columbus, Ohio

Said allocation based on percentage of services provided to Delaware County residents by the respective shelters in 2000/2001. Further, the Clerk shall cause notice of this action to be sent to each of the Shelter Applicants.

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

RESOLUTION 00-618

IN THE MATTER OF GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:

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

- Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and
- Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and
- Whereas, each expenditure must be made by warrant against the appropriate fund and the warrant must show the appropriation, authorized by the Board of Commissioners, that authorizes the expenditure and the fund against which the warrant is drawn, and
- Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to pay claims for goods received and services rendered within limits provided by resolution of the board,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
ADMINISTRATIVE SERVICES				
<u>Personnel</u>				
	Director of Administrative Services	X	X	X
#001-0180	Personnel Coordinator	X	X	X
#001-0190	Personnel Coordinator		X	X
 <u>Insurance & Risk</u>				
	Director of Administrative Services	X	X	X
#115-1150	Insurance & Risk Technician	X	X	X
#105-0300	Insurance & Risk Technician		X	X
#054-0060	Insurance & Risk Technician		X	X
#116-1160	Insurance & Risk Technician		X	X
#056-5610	Insurance & Risk Technician		X	X
 <u>Safety</u>				
	Director of Administrative Services	X	X	X
#001-0185	Safety Officer	X	X	X
 <u>Animal Control (Dog & Kennel)</u>				
	Director of Administrative Services	X	X	X

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#002-1910	Dog Warden		X	X
<u>Records Center</u>				
	Director of Administrative Services	X	X	X
#001-0090	Records Center Coordinator		X	X
ECONOMIC DEVELOPMENT				
#072	Director of Economic Development	X	X	X
#052	Director of Economic Development		X	X
#053	Director of Economic Development		X	X
EMERGENCY SERVICES				
<u>9-1-1 Center</u>				
	Director of Emergency Services	X	X	X
#091-9110	Operations Manager	X	X	X
#001-0265	Operations Manager	X	X	X
<u>EMA</u>				
	Director of Emergency Services	X	X	X
#101-1010	EMA Supervisor	X	X	X
<u>EMS</u>				
	Director of Emergency Services	X	X	X
#001-0260	EMS Supervisor	X	X	X
<u>EMS Construction</u>				
	Director of Emergency Services		X	X
#048-4810	Facilities Supervisor		X	X
ENVIRONMENTAL SERVICES				
<u>Code Compliance</u>				
	Director of Environmental Services	X	X	X
#001-0150	Code Compliance Supervisor	X	X	X
#001-0170	Code Compliance Supervisor		X	X
<u>Sanitary Engineering</u>				
	Director of Environmental Services	X	X	X
#032	Sanitary Engineer		X	X
#033	Sanitary Engineer		X	X
#035	Sanitary Engineer		X	X
<u>Operations</u>				
	Director of Environmental Services	X	X	X
#036	Treatment Plant Manager	X	X	X
#037	Treatment Plant Manager	X	X	X
#038	Treatment Plant Manager	X	X	X
<u>Transfer Station</u>				
#051	Director of Environmental Services	X	X	X
FACILITIES				
<u>Building & Grounds</u>				
	Facilities Supervisor	X	X	X
#001-0130	Maintenance Supervisor	X	X	X
<u>Service Center</u>				
	Facilities Supervisor	X	X	X
#001-0140	Lead Mechanic		X	X
HUMAN SERVICES				
	Director of Human Services	X	X	X
#003	Asst. Director of Human Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#111	Asst. Director of Human Services	X	X	X

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	Fiscal Supervisor/Office Manager		X	X
COMMISSIONERS				
<u>Administrative</u>				
#001-0110	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
<u>General</u>				
#001-0120	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
#001-0125	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
CORONER				
#001-3010	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
PERMANENT IMPROVEMENT				
#021	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
20/20 PROJECTS				
#086	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
LAW LIBRARY				
#001-0230	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
PUBLIC DEFENDER/ADULT PROBATION				
#001-0240	Public Defender Secretary		X	X
BOARD OF EDUCATION				
#122	Director of Facilities		X	X
BOND RETIREMENT				
#055	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
		X	X	
LODGING TAX				
#077	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
MARRIAGE LICENSES				
#043	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X

The County Administrator may make purchase order and/or voucher requests from any of the above listed funds, and in the extended absence of the County Administrator, the Director of Administrative Services shall become the acting County Administrator, for the specific purpose of this resolution to make purchase order and/or voucher requests, and

Further be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to approve purchase orders and expenditure vouchers, not requested by the same individual, at the indicated amounts:

- A. County Administrator up to \$5,000.00
The only exception to the \$5,000 limit is the EFT payment for health insurance claims in which the County Administrator, and in the extended absence of the County Administrator, the Director of Administrative Services shall become the acting County Administrator for the specific purpose of this resolution and may approve processing of the voucher.
- B. In the extended absence of the County Administrator, the Director of Administrative Services will become acting County Administrator to approve purchase orders and expenditure vouchers up to \$5,000.00

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

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RESOLUTION 00-619

IN THE MATTER OF DELEGATING AUTHORITY TO SPECIFIC STAFF FOR THE ADMINISTRATION OF PERSONNEL MATTERS, PAYROLL ITEMS, AND VARIOUS AGREEMENTS:

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

- Whereas, under Ohio Revised Code Section 305.30 the Board of County Commissioners may delegate contracting authority, authority to pay claims for goods received and services rendered, and authority to perform any and all personnel functions otherwise conferred or incumbent upon the board of commissioners, and
- Whereas, first year employees of Delaware County, who are not eligible for vacation, request unpaid leaves of absence from time-to-time for personal matters, and
- Whereas, the Family & Medical Leave Act (FMLA) requires employers to provide up to twelve weeks of unpaid leave to employees who meet the requirements of the FMLA, and
- Whereas, the Delaware County Auditor’s Office allows offices to electronically submit payrolls which requires timeliness of approval and submission of the hard copy, and
- Whereas, many contracts and agreements are administrative in nature and need timely execution to achieve the optimal result,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant authority to the County Administrator to:

- I. Approve departmental payrolls for all departments under the Board of Commissioners
- II. In the extended absence of the County Administrator, the Director of Administrative Services shall become the acting County Administrator, for the specific purpose of this resolution:
- III. Approve unpaid leaves of absence for up to 12 weeks
- IV. Negotiate, approve, and execute contracts and agreements and change orders under \$5,000 and for one (1) year or less
- V. The County Administrator shall have the authority, and in the extended absence of the County Administrator, the Director of Administrative Services shall have the authority to approve the specific purpose of this resolution:
 - 1. Workers compensation settlement agreements for amounts less than or equal to \$10,000 with follow-up written notice within three business days to the Board of Commissioners
 - 2. Property and liability claim settlement agreements for amounts less than or equal to \$5,000 with follow-up written notice within three business days to the Board of Commissioners
 - 3. Medical claim exceptions for amounts less than or equal to \$5,000 with follow-up written within three business days to the Board of Commissioners
 - 4. Merit, Educational, Certification, Probationary, Bargaining Agreement, Market Review wage increases or otherwise that have been approved indirectly by the Board of Commissioner resolution
 - 5. Subordination Agreements
 - 6. Mortgages Final Payment
 - 7. Business Name Changes
 - 8. Certificates of Substantial Completion
 - 9. Non-Financial Agreements

Further be it resolved that the Board of Commissioners of Delaware County, State of Ohio, assign the following individuals the duty of prevailing wage officer for the assigned areas:

- I. Delaware County Engineer for Motor & Gas Fund and Road & Bridge Issue II Projects
- II. Director of Environmental Services for Environmental Services Funds Projects
- III. Director of Economic Development for all Economic Development Grants and Funds
- IV. Facilities Supervisor for all other Funds

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

RESOLUTION NO. 00-620

IN THE MATTER OF APPROVING THE UTILITY EASEMENT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY AGRICULTURAL

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SOCIETY AND NEW PAR (DBA VERIZON WIRELESS):

It was by consensus to discuss the agreement after the contract is revised at a later meeting.

RESOLUTION NO. 00-621

7:30 PM - CONTINUE PUBLIC HEARING FOR ANNEXATION OF 86.8, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO THE VILLAGE OF POWELL:

Opened the Hearing at 7:30 PM.

It was moved by Mr. Wuertz, seconded by Mr. Ward to continue the Hearing as follows:

IN THE MATTER OF CONTINUING HEARING AND SETTING DATE AND TIME TO HEAR ANNEXATION PETITION FILED FOR ANNEXATION OF LANDS 86.8, MORE OR LESS, ACRES FROM LIBERTY TOWNSHIP TO VILLAGE OF POWELL AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Liberty Township to Village of Powell, and

Whereas, Gus Shihab, Esq., 500 South Front Street, Columbus, Ohio, has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that **Tuesday, September 5, 2000, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action.

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

RESOLUTION NO. 00-622

8:00 PM -IN THE MATTER OF THE CONTINUE PUBLIC HEARING FOR THE ZONING REQUEST OF ROBERT AND AMY ZIEGLER:

Hearing Opened at 8:00 PM.

IN THE MATTER OF DENYING THE ZONING DISTRICT CHANGE REQUEST OF ROBERT AND AMY ZIEGLER FOR THE REZONING OF 5.002 ACRES AT THE CORNER OF INTERSECTION OF US 42 NORTH AND STEAMTOWN ROAD

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

Whereas the advertised hearing in this matter was held on July 24 and on July 31, 2000, and

Whereas all parties were given an opportunity to express their views thereto, and

Whereas, the appropriate review and comment by the Delaware County Regional Planning Commission was favorable with conditions, and

Whereas, the County Zoning Commission recommended denial of the request, and

Whereas the Ohio Revised Code required that a unanimous vote of the Commissioners is required to overturn the decision of the County Zoning Commission.

Now Therefore Be It Resolved, The Board of Commissioners of Delaware County, State of Ohio, hereby uphold the decision of the Rural Zoning Commission by denying the request of Robert and Amy Ziegler to rezone 5.002 acres from Farm Residence to Planned Commercial.

The Clerk of the Board of Commissioners shall cause this resolution to be spread across the Board's official journal.

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

DISCUSSION – BUDGET PROJECTION

There being no further business, the meeting adjourned.

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Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners