

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 26, 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

11:00 AM – Viewing of Ditch Petition Filed by Thomas Zimmerman & Others

RESOLUTION NO. 00-505

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD JUNE 19, 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 June 19, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

RESOLUTION NO. 00-506

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 275365 THROUGH 275976:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 275365 through 275976 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-507

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

EMS is requesting that Pearline Howald, Bill Barks, Rachael Hager and Johannes Dickhof attend the workshop “EMT’S & Injury Prevention: Advocates for Children” at Lima, Ohio on July 26, 2000, in the amount of \$40.00.

Buildings is requesting that Sandy Lewis attend the “Self Discipline & Emotional Control” Seminar at Columbus on July 24, 2000, in the amount of \$129.00.

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

RESOLUTION NO. 00-508

IN THE MATTER OF ADOPTING A RESOLUTION OF RECOGNITION FOR THERESA J. DUREN FOR HER LEADERSHIP AND COMMITMENT AS EXECUTIVE DIRECTOR OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL:

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

Whereas, Theresa J. Duren has provided exemplary leadership and commitment as Executive Director of the Delaware County Family and Children First Council from July 1, 1997, to July 5, 2000, and

Whereas, through her skills and knowledge the Delaware County Family and Children First Council has become an affective instrument to improve service systems, implement system change and coordinate projects with local public and private agencies in Delaware County, and

Whereas, she has demonstrated courage to challenge the status quo and the creativity to support system innovation, and

Whereas, the quality of life and opportunities for children and families in Delaware County have improved as a result of her good works, professional talents and personal gifts,

Be It Resolved, that the Delaware County Commissioners hereby recognizes Theresa J. Duren’s service to Delaware County. On behalf of the citizens of Delaware County, especially the children and families, we do publicly recognize Theresa J. Duren’s contributions, thank her and wish her continued success.

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

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**RESOLUTION NO. 00-509**

**IN THE MATTER OF AUTHORIZING DELAWARE COUNTY EMPLOYEE MEMBERSHIP WITH THE CES CREDIT UNION, INC:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the membership with CES Credit Union:

Whereas, Delaware County Employees were given information by the County Auditor regarding joining a credit union, and

Whereas, the employees responding to a survey chose CES Credit Union, Inc.

Therefore Be It Resolved, The Delaware County Commissioners authorize the membership with the CES Credit Union located at 325 South Sandusky Street, Delaware, Ohio 43015

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

**RESOLUTION NO. 00-510**

**IN THE MATTER OF ACCEPTING ROADWAYS IN WALKER WOOD, SECTION 4 AND SHERBROOK, PHASE 4:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to release bonds and letters of credit and accept roads within the following:

**Walker Wood, Section 4**

- **Laura Place**, to be known as **Township Road Number 924**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Planned Communities, Inc.

**Sherbrook, Phase 4**

- An extension of 0.26 mile to **Township Road Number 539, Hilmar Drive**
- An extension of 0.17 mile to **Township Road Number 718, Mount Royal Avenue**
- An extension of 0.23 mile to **Township Road Number 879, Collingwood Drive**
- **Chelton Place**, to be known as **Township Road Number 922**
- **Danbury Drive**, to be known as **Township Road Number 923**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes

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

**RESOLUTION NO. 00-511**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SHERBROOK, PHASE 4:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following locations:

**Sherbrook, Phase 4**

1. On Township Road Number 539, Hilmar Drive, with its north and south bound intersections with Township Road Number 718, Mount Royal Avenue
2. On Township Road Number 879, Collingwood Drive, at its intersection with Township Road Number 718, Mount Royal Avenue
3. On Township Road Number 879, Collingwood Drive, at its intersection with Township Road Number 539, Hilmar Drive
4. On Township Road Number 922, Chelton Place, at its intersection with Township Road Number 718, Mount Royal Avenue
5. On Township Road Number 923, Danbury Drive, at its intersection with Township Road Number 718, Mount Royal Avenue
6. On Township Road Number 923, Danbury Drive, at its intersection with Township Road number 539, Hilmar Drive

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

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**RESOLUTION NO. 00-512****IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR AUGUSTA WOODS:**

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

**Augusta Woods**

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 **\$46,000** for the duration of the one-year maintenance period. A Letter of Credit covering that amount is currently in place.

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

**RESOLUTION NO. 00-513****IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENT FOR HARBOR POINTE, SECTION 1:**

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

**Harbor Pointe, Section 1**

**THIS AGREEMENT** executed on this 26<sup>th</sup> day of June 2000, between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **HARBOR POINTE SECTION 1** Subdivision Plat to be filed with the Delaware County Recorder, 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** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/14/00 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 said improvements.

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

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed 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 **SUB- DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations of or noncompliance 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 and 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 **SEVENTY-FOUR THOUSAND TWO 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 testing laboratory. 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.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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**.

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**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 or 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 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. The 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 privileges to make the improvements stipulated herein.

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

**RESOLUTION NO. 00-514**

**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>
U000069	Suburban Natural Gas	Wilshire Estates Number 4	Install gas main

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

**RESOLUTION NO. 00-515**

**IN THE MATTER OF AWARDED AND EXECUTING THE CONTRACT SUBMITTED BY COLUMBUS ASPHALT AND PAVING FOR THE SALISBURY DRIVE EXTENSION:**

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

Whereas, Delaware County went out to bid and bids were taken on June 19, 2000, and

Whereas, after carefully reviewing the bids received, the bid submitted by Columbus Asphalt and Paving, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Columbus Asphalt and Paving in the amount of \$120,380.38 for the Salisbury Drive Extension.

**CONTRACT**

**AGREEMENT**, made and entered into this 26th day of June, 2000 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **COLUMBUS ASPHALT & PAVING**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **ONE HUNDRED TWENTY THOUSAND THREE HUNDRED EIGHTY DOLLARS AND THIRTY-EIGHT CENTS (\$120,380.38)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Salisbury Drive Extension**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

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*SAID SECOND PARTY* further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 1, 2000**.

*THE SECOND PARTY* hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

*SECOND PARTY* further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

**RESOLUTION NO. 00-516**

**IN THE MATTER OF AWARDING AND EXECUTING THE CONTRACT SUBMITTED BY ARMSTRONG STEEL ERECTORS FOR SOUTH GALENA ROAD BRIDGE DECK REPLACEMENT:**

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

Whereas, Delaware County went out to bid and bids were taken on June 19, 2000, and,

Whereas, after carefully reviewing the bids received, the bid submitted by Armstrong Steel Erectors, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Armstrong Erectors in the amount of \$212,470.25 for the South Galena Road Bridge Deck Replacement.

**CONTRACT**

*AGREEMENT*, made and entered into this 26<sup>th</sup> day of June 2000, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ARMSTRONG STEEL ERECTORS**, hereinafter designated as **SECOND PARTY**.

*WITNESSETH*, that said **SECOND PARTY**, for and in consideration of the sum of **TWO HUNDRED TWELVE THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND TWENTY-FIVE CENTS (\$212,470.25)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **South Galena Road Bridge Deck Replacement**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

*SAID SECOND PARTY* further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 1, 2000**.

*THE SECOND PARTY* hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

*SECOND PARTY* further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

**RESOLUTION NO. 00-517**

**IN THE MATTER OF AWARDING AND EXECUTING THE CONTRACT SUBMITTED BY KOKOSING CONSTRUCTION FOR 2000 RESURFACING PROGRAM:**

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

Whereas, Delaware County went out to bid and bids were taken on June 12, 2000, and

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Whereas, after carefully reviewing the bids received, the bid submitted by Kokosing Construction, has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Kokosing Construction in the amount of \$3,480,405.92 for the 2000 Resurfacing Program.

**CONTRACT**

**AGREEMENT**, made and entered into this 26<sup>th</sup> day of June, 2000 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **KOKOSING CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **THREE MILLION FOUR HUNDRED EIGHTY-THOUSAND FOUR HUNDRED FIVE DOLLARS AND NINETY-TWO CENTS (\$3,480,405.92)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all necessary material, labor and equipment required to complete the project known as **Delaware County 2000 Road Resurfacing Program, Delaware County, Ohio**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **September 15, 2000**.

**THE SECOND PARTY** hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible for providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

**RESOLUTION NO. 00-518**

**IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN OLDE STATE FARMS, SECTION 1:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve sanitary sewer plan for Olde State Farms, Section 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-519**

**IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR SHERBROOK, PHASE 7 AND SHERBROOK, PHASE 8:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the following Sanitary Subdividers Agreement:

**Sherbrook, Phase 7**

This agreement executed on this 26<sup>th</sup> day of June 2000, by and between TUSSIC ROAD ASSOCIATION, LLC SUBDIVIDER, as evidenced by the SHERBROOK, PHASE 7 Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$238,950.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 81 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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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 is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$144,828.60) 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 said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but 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 the plans and specifications and shall have 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.

The SUBDIVIDER further agrees that any violations of or noncompliance 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 and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$8,600.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five- (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@ Diskettes in either Autocade DWG files or DXF files.

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

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paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the 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 said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all-utility charges and installation costs. The 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Sherbrook, Phase 8**

This agreement executed on this 26<sup>th</sup> day of June 2000, by and between TUSSIC ROAD ASSOCIATION, LLC SUBDIVIDER, as evidenced by the SHERBROOK, PHASE 8 Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$79,650.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 27 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$25,300.00) 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 said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents for 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but 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 the plans and specifications and shall have 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.

The SUBDIVIDER further agrees that any violations of or noncompliance 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 and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**



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It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,500.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$45.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five- (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@ Diskettes in either Autocade DWG files or DXF files.

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 materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the 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 said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all-utility charges and installation costs. The 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 00-520**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN TARTAN FIELDS, PHASES 14 AND 17:**

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

<b>Tartan Fields, Phase 14</b>	3,517 feet of 8 inch sewer	18 manholes
<b>Tartan Fields, Phase 17</b>	2,672 feet of 8 inch sewer	11 manholes
Vote on Motion	Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye	

**RESOLUTION NO. 00-521**

**IN THE MATTER OF APPROVING REVISED BID DATE OPENING AND TIME FOR ALUM CREEK EFFLUENT LINE CONTRACT S99-3:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the revised set bid opening date and time for **Monday, July 24, 2000, at 2:00 PM.**

Vote on Motion	Mrs. Martin      Aye      Mr. Wuertz      Aye      Mr. Ward      Aye
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**RESOLUTION NO. 00-522**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Eric Hollingsworth has accepted the position as Custodian for Maintenance; effective date of hire is June 27, 2000.

Barbara Ann Dennis has resigned her position at the Records Center; effective date of resignation is June 20, 2000.

Pamela J. Pruett has been promoted from IM Case Worker III to IM Case Control Reviewer for Human Services; effective date of promotion is June 29, 2000.

Connie Davis has changed her full-time position as Med Tech II to part-time Med Tech II for EMS; effective date of change is June 26, 2000.

Vote on Motion	Mr. Wuertz      Aye      Mr. Ward      Aye      Mrs. Martin      Aye
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**RESOLUTION NO. 00-523**

**IN THE MATTER OF RE-APPOINTING STANLEY HAAS AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE RAIL ROAD TASK FORCE:**

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

- Whereas,            The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and
- Whereas,            the Board of Commissioners of Delaware County shall re-appoint an individual to Rail Road Task Force for an unspecified term beginning July 1, 2000 and
- Therefore,            be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint Stanley Haas to the Rail Road Task Force.

Vote on Motion	Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye
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**RESOLUTION NO. 00-524**

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND PORTER-KINGSTON FIRE DISTRICT FOR A PORTION OF THE PREMISES SITUATED IN THE VILLAGE OF OLIVE GREEN:**

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

This lease is made between the Porter-Kingston Fire District, herein called Lessor, and the Delaware County Board of County Commissioners, herein called Lessee. Lessee hereby offers to lease from Lessor a portion of the premises situated in the Village of Olive Green, Township of Porter, County of Delaware, State of Ohio, described as the Porter-Kingston Fire Department at 12844 Olive Green Road upon the following TERMS and

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## CONDITIONS.

1. Term and Rent. Lessor demises the above premises for a maximum term of one (1) year, commencing on July 1, 2000 and terminating on May 31, 2001, or sooner based on completion of a permanent EMS facility that will be co-located with the Fire Department at the annual rental of three hundred and sixty-five Dollars (\$365.00). Annual rental rate is payable in one installment upon ratification of this lease agreement and receipt of a valid invoice from the Township. All rental payments shall be made to Lessor, at the address specified above. This lease agreement is to accommodate 24-hour operations by the Delaware county Emergency Medical Service (EMS) during the construction of a co-located facility at the above address. The lease may be terminated before the lease expiration if EMS occupies the new facility earlier than expected. The Lessee agrees to pay his pro-rata share of any outstanding charges as described elsewhere in this agreement. If construction of the new facility is delayed after the term of this lease agreement, the lessor may renew for a period of at least six months or on a month-to-month basis.

2. Use. Lessee shall use and occupy a portion of the premise for the purpose of providing sleeping, lounging, training, dining, administrative and vehicle storage areas to operational personnel of the Delaware County EMS. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain those portions of the premises occupied by the Lessee in good and safe condition. This includes window glass, flooring, electrical wiring, walls, etc. The lessor will be responsible for and ensure the operation of shared systems upon the premises, such as plumbing and heating, unless damage is caused by negligence on the part of the Lessee. The Lessee shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundations.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All new applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for the charges of any added utilities as they become due, including those for sewer, water, gas, electricity, and telephone services. Additionally, the Lessee shall be responsible for one-half (1/2) of the cost of any shared utility charges.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 15 days of the ratification of the terms hereof by both the Lessor and Lessee.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for and period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

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13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 45 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 60 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Common Area Expenses. Lessee agrees to pay his pro-rata share of maintenance costs for any shared common areas.

16. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.

17. Notices. Any notice which either party may, or is required to give, shall be given mailing same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

18. Option to renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease on a monthly basis for an indefinite term commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal. The option shall be exercised by written notice given to Lessor not less than 45 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

19. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties.

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

**RESOLUTION NO. 00-525**

**IN THE MATTER OF ENTERING INTO AN AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE FOR A BACKUP OFFICIAL ON STAFF OR UNDER CONTRACT AS A PART OF THE OHIO BOARD OF BUILDING STANDARDS CERTIFICATION:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to enter into an agreement between the County and City:

THIS AGREEMENT made and entered into this 1st day of July 2000, by and between **Delaware County, Ohio**, through the Board of County Commissioners, hereinafter called "COUNTY" and The **City of Delaware**, through City Council, hereinafter called "CITY".

WITNESSETH:

Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

**SECTION 1 – SCOPE OF SERVICES**

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- A. The CITY and COUNTY shall provide backup building official services on an as needed basis to each other. Both the CITY and the COUNTY agree to maintain in their employment for the term of this AGREEMENT, personnel currently certified by the State of Ohio as a building official.
- B. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employed building official.
- C. The CITY and COUNTY shall maintain, at their own expense, the necessary codes and standards necessary for the execution of the building official services.
- D. Transportation shall be furnished by the jurisdiction providing the backup building official services.
- E. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup building official services.

**SECTION 2 – BASIS OF PAYMENT**

- A. Each party shall be compensated by payment for services based upon the hourly costs and reimbursable expenses fee schedule below.

Building Official	\$50/Hr.
Reimbursable Expenses	At Cost

- B. Each party shall provide a report annually for services rendered throughout the year. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
- C. Services shall be exchanged (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s). The party providing the greater amount of hours shall invoice the other party for the difference in hours.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

**SECTION 3-GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence July 1, 2000, and will run for a period of one year from said date. The AGREEMENT may be renewed for one-year periods upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Indemnification- Each party shall indemnify, keep and save harmless the other party and its respective officers, agents and employees against all suits or claims not based upon a negligent act, error or omission of the contracted party. Each party at its own expense shall defend its own building official in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgements obtained against the building official, its officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.

It is expressly agreed that the professional services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed. The CITY and COUNTY therefore, further agree that the indemnification provided herein will not be provided if it is determined that the other party or any of its officers, agents or employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

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

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RESOLUTION NO. 00-526

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES AND DELAWARE CHRISTIAN ACADEMY; DELAWARE CITY SCHOOL AGE CHILD CARE; DON-A-DEL; TODAY'S LEARNING CHILD; TODDLER INN; AND CENTRAL OHIO MENTAL HEALTH CENTER:**

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

**Delaware Christian Academy**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Delaware Christian Academy, a licensed child care center ("Provider"), located at 2280 Marysville Road, Delaware, OH 43015, and whose telephone number is (740) 369-2524. 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), child care 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 July 31, 2000.
3. **CONTRACT SERVICES:** Payment may be made for authorized "gaps" in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
4. **COST AND DELIVERY OF PURCHASED SERVICES:**

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

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

	<u>Full Time: (5 or more hours)</u>	<u>Second Child</u>	<u>Third Child</u>
Toddlers	\$19.80	\$17.80	\$16.80
Preschool	\$19.80	\$17.80	\$16.80
<b><u>Part Time: (less than 5 hours)</u></b>			
Toddlers	\$13.27		
Preschool	\$13.27		
<b><u>Kindergarten:</u></b>			
Before or After	\$14.00		

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

Activity Fees: \_\_\_\_\_ Advances: \_\_\_\_\_  
 Deposits: \_\_\_\_\_ Discounts: \_\_\_\_\_  
 Registration Fees: \$25.00  
 Transportation: One way \_\_\_\_\_ Round trip \_\_\_\_\_  
 Other (Please Specify): +\$2.00 per day for toddlers not fully toilet trained

(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.

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

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



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amendment.

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

**Delaware Christian Academy**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Delaware Christian Academy, a licensed child care center, ("Provider"), located at 2280 Marysville Road, Delaware, OH 43015, and whose telephone number is (740) 369-2524. 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), child care 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 August 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)**

	<u>Full Time: (5 or more hours)</u>	<u>Second Child</u>	<u>Third Child</u>
Toddlers __	\$20.80	\$18.80	\$17.80
Preschool	\$20.00	\$18.80	\$17.80
<b><u>Part Time: (less than 5 hours)</u></b>			
Toddlers __	\$13.94		
Preschool	\$13.40		
<b><u>Kindergarten:</u></b>			
Before or After	\$14.00		

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

Activity Fees: \_\_\_\_\_ Advances: \_\_\_\_\_  
 Deposits: \_\_\_\_\_ Discounts: \_\_\_\_\_  
 Registration Fees: \$25.00 \_\_\_\_\_  
 Transportation: One way \_\_\_\_\_ Round trip \_\_\_\_\_  
 Other (Please Specify): plus \$1.60 per day for toddlers not fully toilet trained

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

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

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

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

- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "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:
    - Department.
    - Department, based on information collected by \_\_\_\_\_ and submitted to the Department within \_\_\_\_\_ calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
    - Provider.
    - ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded 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.

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

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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.

**Delaware City School Age Child Care**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Delaware City School Age Child Care, a licensed child care center ("Provider"), Delaware, OH 43015, and whose telephone number is (740) 363-2841. 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 August 21, 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)**

		<u>School Day</u>	<u>Non-School Day</u>
Kinder Too	8:50am-3:15pm	\$ 8.00	\$18.00
AM Child Care and Kinder Too	8:50am-3:15pm	\$11.00	\$19.00
Kinder Too and PM Child Care	8:50am-6:00pm	\$11.00	\$19.00
Full Child Care and Kinder Too	6:30am-6:00pm	\$16.00	\$19.00

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

Activity Fees:	Advances:
Deposits:	Discounts: Sibling Rate only applies when all siblings are in K-4 or all siblings are in Middle School programs
Registration Fees: \$18.00	Round trip
Transportation: One way	
Other (Please Specify):	

(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

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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:
    - Department.
    - Department, based on information collected by \_\_\_\_\_ and submitted to the Department within \_\_\_\_\_ calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
    - Provider.
    - Child Care Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (3) The Provider agrees to adhere to all applicable rules in Chapter 5101:2-16 of the Administrative Code.
- (B) **Reimbursement**
- (1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.
  - (2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.
8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide childcare in their homes for children who are not receiving publicly funded childcare benefits. However, home Providers must maintain compliance with Section 5104.02 of the Revised Code, which limits the total number of children for whom a provider may care.
9. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall keep all financial records

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

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

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

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

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

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amendment.

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

**Delaware City School Age Child Care**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 12, 2000 between the Delaware County Department of Human Services ("Department") and Delaware City School Age Child Care, a licensed child care center, ("Provider"), located at Delaware, OH 43015, and whose telephone number is (740) 363-2841. 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 August 21, 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)**

<u>Kindergarten SACC:</u>	<u>School Day</u>	<u>Non-school Day</u>
	<u>1 Child</u> <u>Sibling</u>	<u>1 Child</u> <u>Sibling</u>
6:30am-6:00pm	<u>\$16.00</u> <u>\$12.00</u>	<u>\$19.00</u> <u>\$19.00</u>
6:30am-12:30pm or 11:45am-6:00pm	<u>\$11.00</u> <u>\$ 8.25</u>	<u>\$19.00</u> <u>\$15.75</u>
11:45am-3:15pm or 9:00am-12:30pm	<u>\$ 8.00</u> <u>\$ 6.00</u>	<u>\$18.00</u> <u>\$13.50</u>
6:30am-9am or 3:15pm-6:00pm	<u>\$ 8.00</u> <u>\$ 6.00</u>	<u>\$18.00</u> <u>\$13.50</u>
<u>Elementary Grades 1-4:</u>		
Before School Only	<u>\$ 8.00</u> <u>\$ 6.00</u>	<u>\$18.00</u> <u>\$13.50</u>
After School Only	<u>\$ 8.00</u> <u>\$ 6.00</u>	<u>\$18.00</u> <u>\$13.50</u>
Before and After School	<u>\$11.00</u> <u>\$ 8.25</u>	<u>\$19.00</u> <u>\$15.75</u>
<u>Willis Grades 5-6 (Morning/Afternoon):</u>		
5 days per week	<u>\$ 5.00</u> <u>\$ 3.75</u>	<u>\$15.00</u> <u>\$11.25</u>
4 days per week	<u>\$ 5.50</u> <u>\$ 4.12</u>	<u>\$15.50</u> <u>\$11.62</u>
3 days per week	<u>\$ 6.00</u> <u>\$ 4.50</u>	<u>\$16.00</u> <u>\$12.00</u>
2 days per week	<u>\$ 6.50</u> <u>\$ 4.87</u>	<u>\$16.50</u> <u>\$12.37</u>
Drop in rate	<u>\$ 7.00</u> <u>\$ 5.25</u>	<u>\$17.00</u> <u>\$12.75</u>
<u>Dempsey Grades 7-8:</u>		
<u>Morning:</u>		
5 days per week	<u>\$ 2.40</u> <u>\$ 1.80</u>	<u>\$12.40</u> <u>\$ 9.30</u>
4 days per week	<u>\$ 2.50</u> <u>\$ 1.87</u>	<u>\$12.50</u> <u>\$ 9.37</u>
3 days per week	<u>\$ 2.67</u> <u>\$ 2.00</u>	<u>\$12.67</u> <u>\$ 9.50</u>
2 days per week	<u>\$ 3.00</u> <u>\$ 2.25</u>	<u>\$13.00</u> <u>\$ 9.75</u>
Drop in rate	<u>\$10.00</u> <u>\$ 7.50</u>	<u>\$19.00</u> <u>\$15.00</u>
<u>Afternoon:</u>		
5 days per week	<u>\$ 7.60</u> <u>\$ 5.70</u>	<u>\$17.60</u> <u>\$13.20</u>
4 days per week	<u>\$ 8.50</u> <u>\$ 6.37</u>	<u>\$18.50</u> <u>\$13.87</u>
3 days per week	<u>\$ 9.33</u> <u>\$ 7.00</u>	<u>\$19.00</u> <u>\$14.50</u>
2 days per week	<u>\$10.00</u> <u>\$ 7.50</u>	<u>\$19.00</u> <u>\$15.00</u>
Drop in rate	<u>\$10.00</u> <u>\$ 7.50</u>	<u>\$19.00</u> <u>\$15.00</u>

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

Activity Fees:  Deposits:  Registration Fees:     \$18.00 Transportation: One way Other (Please Specify):	Advances:  Discounts: Sibling Rate only applies when all siblings are in K-4 or all siblings are in Middle School programs  Round trip
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- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

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

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

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

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

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

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

- 7. **ELIGIBILITY FOR SERVICES:**

- (A) **Eligibility Determinations:**

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

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.



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- (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 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

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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.

**Delaware City School Age Child Care**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services (“Department”) and Delaware City School Age Child Care, a licensed child care center, (“Provider”), located at Delaware, OH 43015, and whose telephone number is (740) 363-2841. 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 August 31,2000.
- 3. **CONTRACT SERVICES:** Payment may be made for authorized “gaps” in parental employment or training and for actual services, (including negotiated absentee days per Article 4), delivered to authorized eligible recipients and contingent upon the availability of federal and state funds.
- 4. **COST AND DELIVERY OF PURCHASED SERVICES:**
  - (A) **Payment Rates:** The amount to be paid for the purchase of publicly funded child care services shall not exceed the Provider’s customary charge to the public or the applicable reimbursement ceiling, whichever is lower. Provider reimbursement shall follow the rates below. Complete, check and/or circle all applicable payment criteria (See Exhibit , if applicable).

- (1) **Basic Rates: Summer Program**

<b>Regular Program (Grades K-6)</b>		<b>Sibling Discount:</b>
School age	\$18.00 Per Day	\$13.50 Per Day
<b>Day Camp Program (Grades K-6):</b>		
School age	\$16.00 Per Day	\$12.00 Per Day

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**Regular Program (Grades 7 and 8):**

21 days or less \$15.00 Per Day

22 days or more \$14.00 Per Day

**Extended Day Option (Grades 7 and 8):**

21 days or less \$17.00 Per Day

22 days or more \$16.00 Per Day

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

Activity Fees:

Advances:

Deposits:

Discounts: Sibling Rate only applies when all siblings are in K-4 or all siblings are in Middle School programs

Registration Fees: \$18.00

Transportation: One way

Round trip

Other (Please Specify):

- (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:

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.

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- (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 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.

**Don-A-Del**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Don-A-Del, a licensed child care center, ("Provider"), located at 2221 Braumiller Rd., Delaware, OH 43015, and whose telephone number is (740) 363-1015. 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)**  
 Toddlers \$22.00

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Preschool	\$20.00
Schoolage	\$19.00

**Part Time: (less than 5 hours)**

Toddlers	\$14.74
Preschool	\$13.40
Schoolage	\$12.60

**Kindergarten:**

School Day	\$13.00
Non-School Day	\$19.00

\*Kindergarten rates are limited to children previously enrolled on a full time basis, have a younger sibling going to Don-A-Del, or if enrollment allows.

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

Activity Fees:	Advances:
Deposits:	Discounts:
Registration Fees: \$25.00	Round trip
Transportation: One way	
Other (Please Specify):	

- (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
- (3) 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:

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

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

(B) **Reimbursement**

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

8. **INDEPENDENT CONTRACTORS:** Providers and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers, employees, or agents of the State of Ohio or the Department. **NOTE: Individuals who provide child care services are not employees of the Department, but are considered to be self-employed and, as such, are responsible for payment of any local, state or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes; purchasing insurance; establishing a retirement plan and other self-employment benefits, if desired.** Individual home Providers may provide 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.

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- (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.

**Today's Learning Child**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Today's Learning Child, a licensed child care center, ("Provider"), located at 47 Lexington Blvd. Delaware, OH 43015, and whose telephone number is (740) 363-2000. 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:**



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(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	\$25.00	N/A
Toddlers	\$22.40	\$15.00
Threes/Preschool	\$19.60	\$12.60
Schoolage	\$19.00	\$12.60
<u>School Days:</u>		
Kindergarten AM/PM	\$15.60	
Kindergarten PM	\$14.40	
Before Only	\$ 6.00	
After Only	\$10.00	
Before & After	\$12.60	

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

Activity Fees:	Advances:
Deposits:	Discounts:
Registration Fees: \$25.00	Round trip
Transportation: One way	
Other (Please Specify):	

(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

(4) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. “D 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:**

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(A) **Eligibility Determinations:**

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

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

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

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

(B) **Reimbursement**

(1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.

(2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.

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

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

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.

11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.

12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the 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

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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.

**Toddler Inn**

**PURCHASE OF CHILD CARE SERVICES CONTRACT**

This contract is entered into on June 15, 2000 between the Delaware County Department of Human Services ("Department") and Toddler Inn, a licensed child care center, ("Provider"), located at 715 W. William Street, Delaware, OH 43015, and whose telephone number is (740) 369-2273. 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:**

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(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 \$24.00	\$16.08
Toddlers \$22.00	\$14.74
Preschool \$20.00	\$13.40
Schoolage \$19.00	\$12.60
<u>School Days:</u>	
Kindergarten \$16.00	
Before Only \$ 8.00	
After Only \$10.00	
Before & After \$13.00	

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

Activity Fees:	Advances:
Deposits:	Discounts:
Registration Fees: \$25.00	Round trip
Transportation: One way	
Other (Please Specify):	

(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

(5) 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.

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7. **ELIGIBILITY FOR SERVICES:**

(A) **Eligibility Determinations:**

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

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

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

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

(B) **Reimbursement**

(1) Reimbursement shall be limited to days and hours of service authorized by the eligibility determiner.

(2) If a contracted Provider provides services to a family that is potentially eligible for child care services and the family is subsequently determined eligible, the Department agrees to pay for services provided between the date the Department receives the family's completed application and the date the family's eligibility is determined.

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

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

10. **SAFEGUARDING OF CLIENT:** The Provider agrees that use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the delivery of purchased child care services is prohibited except upon written consent of the eligible individual or a responsible parent or guardian.

11. **CIVIL RIGHTS:** The Provider agrees that in the performance of this contract or the hiring of employees, there shall be no discrimination, retaliation and/or intimidation against any client, child, employee, contractor, or any person acting on behalf of a contractor due to race, color, sex, religion, national origin, handicap, age, or ancestry. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding discrimination and the right to any method of appeal shall be made available to all persons under this contract. Any Provider found to be out of compliance with this paragraph may be subject to investigation and termination of this contract.

12. **LICENSURE STATUS:** The Provider agrees to meet all (A) licensing requirements of the Ohio Department of Human Services or the Ohio Department of Education, (B) certification requirements of the 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:**

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- (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.

**Central Ohio Mental Health Center**

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY DEPARTMENT OF HUMAN SERVICES  
AND  
CENTRAL OHIO MENTAL HEALTH CENTER**

This Contract is made and entered into on the 26<sup>TH</sup> day of June between Delaware County Department of Human Services, hereinafter referred to as "DCDHS" and the CENTRAL OHIO MENTAL HEALTH CENTER, hereinafter referred to as the "COMHC".

1. **PURPOSE OF CONTRACT:** Services being provided are detailed in the Description of Services.
2. **AGREEMENT PERIOD:** This Contract will be effective from June 26, 2000 through September 30, 2000 inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDHS agrees to reimburse the COMHC for actual costs for services outlined in the Provision of

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Service document. Said reimbursement shall not exceed \$9300.00. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Independent Living Program.

The COMHC agrees to submit a request for payment for services and operations costs to the DCDHS on a monthly basis. The DCDHS agrees to review the request for payment and authorize adjustments, if needed. The COMHC will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

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

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

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

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

13. The COMHC agrees to maintain compliance with state, federal and local regulations which govern the services provided under this contract. COMHC is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** COMHC and DCDHS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDHS or COMHC responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.

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

#### **DESCRIPTION OF SERVICES**

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

1. For purposes of this agreement, a unit of service is defined as:  
**“Independent Living Program”**
  
2. **Provider shall provide services between hours of \_\_\_\_\_ and \_\_\_\_\_ from (days of services) \_\_\_\_\_ to \_\_\_\_\_ with the exception of the following holidays:**



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As needed.

- 3. **The provider shall deliver the following services in the described manner.**  
**Purchase software and computer equipment for Independent Living assessments**  
**Provide materials and instructors for Independent Living training**  
**Provide incentives for volunteer mentors**  
**Provide scholarships for youth to attend Independent Living training where no other funding exists**  
**Provide transportation to youth involved in the Independent Living program**  
**Provide training for volunteer mentors**
- 4. **The Delaware County Department of Human Services shall assist in delivery of services in the following manner:**

**Monitor the program to ensure goals are met.**

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

**RESOLUTION NO. 00-527**

**IN THE MATTER OF DESIGNATING AND CERTIFYING THE ONE-STOP OPERATOR, ACTING UPON THE RECOMMENDATION FROM THE WORKFORCE POLICY BOARD AND LOCAL WORKFORCE ADVISORY BOARD:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to designate and certify the following:

Whereas,            The Workforce Investment Act of 1988 requires the Workforce Policy Board, in agreement with the Chief Elected Officials to designate and certify a one-stop operator,

Now Therefore Be It Resolved, that the Board of County Commissioners designates and certifies that John May shall be the operator for the six county consortium (Delaware, Morrow, Ashland, Richland, Crawford and Knox) through the Jobs Ohio One Stop Center.

Be It Also Resolved, that the Board of County Commissioners designated and certifies that One-Stop operator for Delaware County will be the Workforce Development Agency (The Delaware County Department of Human Services/Department of Job and Family Services as designated in Resolution No. 00-04 on January 3,2000).

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

**RESOLUTION NO. 00-528**

**IN THE MATTER OF APPROVAL OF A COST SHARING PLAN FOR WORKFORCE INVESTMENT ACT (WIA) FUNDS AMONG THE COUNTIES OF DELAWARE, MORROW, ASHLAND, RICHLAND, CRAWFORD AND KNOW (DMARCK);**

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

WHEREAS, the Workforce Investment act (WIA) and the Ohio Department of Job and Family services (ODJFS) provide incentive funds to counties that partner together to operate WIA programs;

WHEREAS, THE DMARCK COUNTIES HAVE FORMED A Regional Council of Governments (COG) to assist in the operation of WIA programs in these six counties; and

WHEREAS, the DMARCK COG has created the DMARCK Job Training Office to provide the staff needed to assist with WIA program operations in these six counties;

NOW, THEREFORE, BE IT RESOLVED THAT Commissioners of Delaware Count approve the WIA Cost Allocation Plan to share some of the cost of the DMARCK Job Training Office among the six DMARCK counties, based on WIA budget collations for each county.

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

**RESOLUTION NO. 00-529**

**IN THE MATTER OF EXERCISING AN OPTION BY LESSEE TO PURCHASE THE WOLFE BUILDING AT 149 NORTH SANDUSKY STREET:**

WHEREAS;            the Board of County Commissioners of Delaware County, Ohio have entered into a lease

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agreement with Y. Pete Jacob and Dorothy C. Jacob for the lease of space at 149 North Sandusky Street, and

WHEREAS; the lease agreement between Delaware County and Y. Pete Jacob and Dorothy C. Jacob has a term of February 1, 1990 through January 31, 2010, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio have an option under Article Twenty-six of the lease agreement to purchase the premises in year eleven for Two Million One Hundred Nineteen Thousand Four Hundred and Nine Dollars

Now, therefore, upon the motion of Commissioner Ward, seconded by Commissioner Wuertz.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby exercise the option under Article Twenty-six and purchase the premises as stated in the lease agreement conditional upon receiving marketable title and warranty deed from seller.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.  
Adopted this 26<sup>th</sup> Day of June 2000.

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

**RESOLUTION NO. 00-530**

**IN THE MATTER OF APPOINTING VIRGINIA DALY AND MARC SMITH TO THE SEWER RATE SELECTION COMMITTEE:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to make the appointments of Virginia Daly and Marc Smith to the Sewer Rate Selection Committee.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin  
  
\_\_\_\_\_  
James D. Ward  
  
\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners

**Special Session  
June 27, 2000  
Farmland Preservation Presentation**

The Farmland Land Preservation Task Force presented a Farmland Preservation Plan to the Commissioners.

**RESOLUTION NO. 00-531**

**IN THE MATTER OF PROCEEDING FORWARD TOWARD IMPLEMENTING A FARMLAND PRESERVATION PLAN:**

Commissioner Wuertz moved to start the process of developing a resolution for consideration which would form a local Board of Directors to proceed with the implementation of some areas of this plan to keep the plan a living document for farmland preservation in Delaware County. Mr. Ward seconded. Mr. Ward added he would like the task force to be active in establishing this board to make sure all areas of the county are represented and there is a good mix of representation.

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

**RESOLUTION NO. 00532**

**IN THE MATTER OF ACCEPTING THE FARMLAND PRESERVATION REPORT AS SUBMITTED:**

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Mr. Wuertz moved to accept the report as submitted . Mr. Ward seconded.

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

There being no further business, the meeting adjourned

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners