

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 16, 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

**10:00 AM – Continuing the Public Hearing on 157.517 Acres, More or Less, from Delaware Township to City of Delaware**

**8:30 AM – Dale Wilgus, Investment Board**

**RESOLUTION NO. 00-853**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AT 8:43 AM:**

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

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

**RESOLUTION NO. 00-854**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:55 AM:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to adjourn out of Executive Session:

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

**RESOLUTION NO. 00-855**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD OCTOBER 9, 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 October 9, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT** – Chief Dale Fling gave an update on the storm damage. Sheriff Myers commended Mr. Fling on the fine job he did. Mr. George Gerkins thanked the Commissioners Staff for assistance given to him.

**DALE FLING –TORNADO UPDATE**

**RESOLUTION NO. 00-856**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 284902 THROUGH 285548:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 284902 through 285548 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-857**

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

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

Treasurer is requesting that Dale Wilgus attend the Fall Treasurer’s Conference at Dublin on November 14 through November 17, 2000, in the amount of \$210.00.

County Engineer is requesting that Chris Bauserman attend the ARRA 2000 Annual Conference at Cincinnati on November 13 through November 14, 2000, in the amount of \$412.00.

Auditor is requesting that Shoreh Elhami attend the ERDAS Software Training Session at Toledo University on November 18, 2000, in the amount of \$120.00.

Emergency Services is requesting that thirteen Fire, one EMA, and one Health employee attend the Rail Tank Car Class at University of Findlay on October 31 through November 2, 2000, in the amount of \$3,800.00.

Department of Job and Family Services is requesting that Marcy Downing attend the Sexual Offender Profiling

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Training at Columbus on December 4 through December 5, 2000, in the amount of \$209.00.

Department of Job and Family Services is requesting that Sharon Lloyd, Celia Vail, Perry Harper and Wendi Stephens attend the Interpersonal Helping Skills at Madison on October 17 through October 19, 2000, in the amount of \$120.00.

Juvenile Court is requesting that five employees attend the Social Work and Counseling Training at Hayes High School on October 20, 2000, in the amount of \$125.00.

Administrative Services is requesting that Myra Williamson, Kevin Williams and Jack Prim attend the OHPELRA Fall Symposium at Columbus on November 9, 2000, in the amount of \$625.00.

Department of Job and Family Services is requesting that seven employees attend the Youth Asset Summit at Hayes High School on October 20, 2000, in the amount of \$125.00.

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

**RESOLUTION NO. 00-858**

**IN THE MATTER OF NEW LIQUOR LICENSE REQUEST FROM NGHIEM VAN TRAN (DBA MAXTOWN MARKET) TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the request for a hearing:

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners and the Genoa Township Trustees that Nghiem Van Tran (DBA Maxtown Market) has requested for a C1 permit located at 6391 Maxtown Road, Westerville, Ohio 43081

Whereas, the Genoa Township Trustees have a request for a hearing, the Delaware County Sheriff has responded no known reason for a hearing to be requested, and

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that a objection was made and a hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 00-859**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE TRANSFER REQUEST OF MIDWAY MARKETS, INC.,(DBA MIDWAY MARKET), TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Scioto Township Trustees that Midway Markets, Inc., DBA Midway Market has requested the C1, C2 and D6 located at 8208 Maryville Road, Ostrander, Ohio 43061; and

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

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

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

**RESOLUTION NO. 00-860**

**IN THE MATTER OF FORWARDING THE LIQUOR LICENSE TRANSFER REQUEST OF REDS COUNTRY CORNER INC., DBA REDS COUNTRY CORNER TO B P EXPLORATION & OIL INC., TO THE OHIO DIVISION OF LIQUOR CONTROL WITH A REQUEST FOR A HEARING:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve the request for a hearing:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Reds Country Corner Inc., has requested the C2 and D1 liquor license be transferred to B P Exploration & Oil Inc., located at Site 52784 the corner of US Rt. 23 & Lewis Center Road, Delaware, Ohio 43015; and

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Whereas, the Orange Township Trustees have stated that they have requested a hearing, the Delaware County Sheriff has responded--no known reason for a hearing to be requested, and

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that an objection was made and a hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 00-861**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
003-4510-020	JFS/ Income Maint - Srvs & Chrgs	\$ 125,000.00
003-4515-020	JFS/PRC - Srvs & Chrgs	\$ 200,000.00
003-4550-010	JFS/Admin - Salaries	\$ 25,000.00
003-4550-015	JFS/Admin - Mat & Sup	\$ 2,000.00
003-4550-040	JFS/Admin - Equip	\$ 1,000.00
005-4030-013	Motor & Gas Fund - Medicare	\$ 3,000.00
005-4030-040	Motor & Gas Fund - Equipment	\$ 80,000.00
091-9110-040	911 - Equipment	\$ 106,000.00
128-1280-015	VOCA - Grant - Mat & Sup	\$ 285.24
128-1280-020	VOCA - Grant - Srvs & Chrgs	\$ 1,650.00
128-1285-020	VOCA/CASA - Srvs & Chrgs	\$ 6,536.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
001-0120-035 Gen Fund - Contingency	001-0140-015 Gen Fund/Service Center - Mat & Sup	\$ 35,000.00
001-0120-035 Gen Fund - Contingency	001-0240-020 Gen Fund/Pub Def - Srvs & Chrgs	\$ 45,000.00
001-0260-040 Gen Fund/EMS - Equipment	001-0260-010 Gen Fund/EMS - Salaries	\$ 130,000.00
003-4515-040 JFS/PRC - Equip	003-4550-040 JFS/Admin - Equip	\$ 5,000.00
003-4580-010 JFS/ Soc Srvs- Salaries	003-4580-020 JFS/ Soc Srvs - Srvs & Chrgs	\$ 15,000.00
119-1190-047 Juv Care & Cust - Transfers	119-1190-010 Juv Care & Cust - Salaries	\$ 28,064.87
119-1190-047 Juv Care & Cust -	119-1190-011 Juv Care & Cust - Benefits	\$ 4,100.00

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Transfers

119-1190-047	119-1190-012	\$	3,805.00
Juv Care & Cust - Transfers	Juv Care & Cust - PERS		
119-1190-047	119-1190-013	\$	410.00
Juv Care & Cust - Transfers	Juv Care & Cust - Medicare		
119-1190-047	119-1190-020	\$	58,470.13
Juv Care & Cust - Transfers	Juv Care & Cust - Srvs & Chrgs		
128-1280-010	128-1280-040	\$	2,490.00
VOCA - Salaries	VOCA - Equipment		
1280-1280-010	128-1280-015	\$	510.00
VOCA - Salaries	VOCA - Mat & Sup		
1280-1280-011	128-1280-015	\$	10.21
VOCA - Benefits	VOCA - Mat & Sup		
1280-1280-012	128-1280-015	\$	405.29
VOCA - PERS	VOCA - Mat & Sup		
1280-1280-013	128-1280-015	\$	39.26
VOCA - Medicare	VOCA - Mat & Sup		

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

**RESOLUTION NO. 00-862**

**IN THE MATTER OF APPROVING THE DITCH PETITIONS FOR HIGHLAND LAKES NORTH, SECTION 6, PHASE 2 AND ABBEY KNOLL, SECTIONS 1 & 2:**

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

**Highland Lakes North, Section 6, Phase 2**

We the undersigned owners of 7.1300 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Highland Lakes North, Section 6, Phase 2 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Highland Lakes North, Section 6, Phase 2 Subdivision. The cost of the drainage improvements is \$31,345.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventeen lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,843.82 per lot. An annual maintenance fee equal to 2% of this basis \$36.88 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$626.90 has been paid to Delaware County.

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

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**Abbey Knoll, Sections 1 & 2**

We the undersigned owners of 28.9645 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as Abbey Knoll, Sections 1 & 2 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Abbey Knoll, Sections 1 & 2 Subdivision.

The cost of the drainage improvements is \$168,520.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty-two lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,718.06 per lot. An annual maintenance fee equal to 2% of this basis \$54.36 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$3,370.40 has been paid to Delaware County.

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

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

**RESOLUTION NO. 00-863**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR ORANGE POINT COMMERCE PARK, PHASE 2 AND WILSHIRE ESTATES, SECTION 5, PHASES 1 AND 2:**

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

**Orange Point Commerce Park, Phase 2**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of October 2000, between **DUKE-WEEKS REALTY CORPORATION** as evidenced by the **ORANGE POINT COMMERCE PARK PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 10/4/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Wilshire Estates, Section 5, Phases 1 & 2**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of October 2000, between **CENTEX HOMES** as evidenced by the **WILSHIRE ESTATES SECTION 5, PHASES 1 & 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 8/11/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

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**RESOLUTION NO. 00-864**

**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 work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000136	General Telephone	Warrensburg Road	Place telephone cable
U000137	Peabody Landscape Const.	Scioto Reserve	Bury electrical cable
U000138	American Electric Power	Liberty Road	Install conduits

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

**RESOLUTION NO. 00-865**

**IN THE MATTER OF AUTHORIZING EXECUTION OF VACATION OF EASEMENT AT LOT 5029, SCIOTO RESERVE, SECTION 2, PHASE 1:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize execution of vacation of easement on Lot 5029 Scioto Reserve, Section 2, Phase 1:

County Engineer has received a request from R. D. Zande and Associates to vacate 3 feet of a 15-foot drainage easement located on the referenced lot. After reviewing the drainage calculations, County Engineer has determined that this vacation will not affect the flood routing which runs between the referenced lot and the lot adjacent to it. County Engineer, therefore, respectfully request that this part of the drainage easement be vacated.

**DESCRIPTION OF AN EASEMENT AREA**  
**TO BE VACATED**  
**SCIOTO RESERVE, SECTION 2, PHASE 1**  
**TOWNSHIP OF CONCORD, COUNTY OF DELAWARE**

Situated in the State of Ohio, County of Delaware, Township of Concord, lying in Farm Lot 13, Section 2, Township 3, Range 19, United States military Lands, and lying on, over and across Lot 5029 of Scioto Reserve, Section 2, Phase 1, a subdivision of record in Plat Cabinet 2, Slies 375 and 375A, records of the Recorder's Office, Delaware County, Ohio, said easement vacation being more particularly described as follows:

Begin, for Reference, at the common corner of said Lot 5029 and Lot 5028, as shown on the record plat of said Scioto Reserve, Section 2, Phase 1, same being I the northeasterly right-of-way line of Glenmore Drive (60' in width);

Thence North 30°16'25" West, a distance of 15.00 feet, along a line common to said Lot 5029 and the right-of-way of said Glenmore Drive, to a point;

Thence North 59°43'35" East, a distance of 25.00 feet along a line lying on, over and across said Lot 5029, to a point at the northwesterly corner of the 30 feet wide Easement as shown on the record plat of said Scioto Reserve Section 2, Phase 1, same being in the line common to the 25 feet wide Easement and the 25 feet Building Line, as shown on the record plat of said Scioto Reserve, Section 2, Phase 1, said point also being at the Point of True Beginning;

Thence North 59°43'35" East, a distance of 95.00 feet, along the northwesterly line of the said 30 feet wide Easement, to a point at the northeasterly corner of the said 30 feet wide easement, same being in the southwesterly line of the 10 feet wide Easement as shown on the record plat of said Scioto Reserve, Section 2, Phase 1;

Thence South 30°16'25" East, a distance of 3.00 feet, along the line common to said 30 feet and 10 feet wide Easement, to a point;

Thence South 59°43'35" West, a distance of 95.00 feet, parallel to and 3.00 feet southeasterly from, as measured at right angles, the northwesterly line of the said 30 feet wide Easement, to a point in the line common to the said 25 feet wide Easement and 25 feet Building Line;

Thence North 30°16'25" West, a distance of 3.00 feet, along a line common to said 25 feet wide Easement and the said 25 feet Building Line, to the Point of True Beginning.

The bearings given herein are based on the bearing of North 30°16'25" West for the centerline of said Glenmore Drive, of record in Plat Cabinet 2, Slides 375 and 375A, Recorder's Office, Delaware County, Ohio.

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

**RESOLUTION NO. 00-866**

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**A THE MATTER OF APPROVING THE AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH LIEBERT CORPORATION:**

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

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

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and Liebert Corporation did enter into an Enterprise Zone Agreement dated January 29, 1996, in conjunction with a PROJECT to be undertaken on an 38.66-acre site in the Delaware Industrial Park, located at 975 Pittsburgh Drive; and

WHEREAS, pursuant to said Enterprise Zone Agreement and Amendment, Liebert Corporation was to receive certain tax incentives as the investor in real property, personal property, inventory and as the creator of new full time equivalent job opportunities at the PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that Liebert North America, Inc., a wholly owned subsidiary of Liebert Corporation,, which is a wholly owned subsidiary of Emerson Electric Company is desirous of relocating said inventory to a new location in order to free up production space at the PROJECT site.

NOW THEREFORE BE IT RESOLVED that the Enterprise Zone Agreement for the Liebert PROJECT, originally dated January 29, 1996, is hereby amended to include the following consideration:

- Section 1. As of November 1, 2000, Liebert North America, Inc. shall relocate its existing inventory from PROJECT site at 975 Pittsburgh Drive to approximately 114,000 square feet of leased spaced located at 1020 Pittsburgh Drive.
- Section 2. Liebert North America, Inc. shall be responsible for creating the stated number of full-time equivalent job opportunities and level of new payroll established in the Enterprise Zone Agreement.
- Section 3. Liebert North America, Inc. shall be responsible for the levels of personal property investment, including inventory, established in the Enterprise Zone Agreement.
- Section 4. Liebert North America, Inc. shall be responsible for all other commitments stated in the Enterprise Zone Agreement.
- Section 5. The City of Delaware and Delaware County shall provide the personal property tax exemption called for under the Agreement for the referenced PROJECT in recognition of this amendment.
- Section 6. The Delaware County Director of Economic Development is directed to formally notify the Delaware City Schools and the Delaware Joint Vocational School of this action.
- Section 7. The Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment and the relocation of the existing inventory from the PROJECT site to the leased space at 1020 Pittsburgh Drive.

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

**RESOLUTION NO. 00-867**

**IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH LIEBERT NORTH AMERICA, INC.:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize the execution of the agreement:

WHEREAS, the Delaware County Board of Commissioners, has Resolution Number 91-693, designated an area in the City of Delaware as an Enterprise Zone and has encouraged the acquisition of and investment in real and personal property therein; and

WHEREAS, the Director of Development of the State of Ohio has certified said area in the City of Delaware, as a Delaware County Enterprise Zone, effective the 16<sup>th</sup> day of September, 1991; and

WHEREAS, Liebert North America, Inc., a wholly owned subsidiary of Liebert Corporation, which is a wholly owned subsidiary of Emerson Electric Company, has applied for incentives for a proposed expansion project in said zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has met with representatives of Liebert North America, Inc. to negotiate an Enterprise Zone Agreement, and has reviewed and recommends approval of a proposed

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Enterprise Zone Application submitted by Liebert North America, Inc., an enterprise which desires to expand within said Enterprise Zone, and has determined that the enterprise meets the Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 91-693 on September 16, 1991, and by Enterprise Zone Guidelines adopted by the City of Delaware by Resolution Number 91-35 on September 30, 1991; and

WHEREAS, the Council of the City of Delaware has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval.

NOW THEREFORE BE IT RESOLVED by the Delaware County Board of Commissioner, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners Delaware County recognizes that the Negotiating Committee for the City of Delaware Enterprise Zone has investigated the application submitted by Liebert North America, Inc. and has determined that this Company is qualified to create job opportunities in said Zone.

Section 2. The Board of Commissioners hereby authorizes the execution of an Enterprise Zone Agreement, having determined that the Enterprise Zone application submitted by Liebert North America, Inc. meets all of the guidelines established by the Board of Commissioners of Delaware County, and by the City of Delaware, and the same is hereby approved.

Section 3. The Delaware County Economic Development Director is directed to formally notify the Delaware City Schools and Delaware Joint Vocational School of this action, and to submit copies of the Agreement after it is executed to the Ohio Departments of Development and Taxation.

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

**RESOLUTION NO. 00-868**

**IN THE MATTER OF AMENDING A RESOLUTION AND AGREEMENT AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) FOR THE 2081 RT. 23 COMPANY, LTD. (HALL'S FURNITURE/BLEVINS APPLIANCE & ELECTRONICS) :**

It was moved by Mr. Ward, seconded by Mr. Wuertz to amend a resolution and agreement:

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners, via Resolution 96-991, did authorize RLF participation, and the execution of a grant agreement and legally binding documents for the Hall/Blevins Expansion Project; and

WHEREAS, William Hall, owner of Hall's Furniture, has requested an amendment of the grant agreement and legally binding documents for the Hall/Blevins Expansion Project related to a change in the ownership structure of the 2081 Rt. 23 Company, Ltd. and use of the project site.

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

SECTION I.                      That the Delaware County Board of Commissioners hereby approves amending Resolution 96-991, the grant agreement, and RLF legally binding documents pertaining to this project, to allow William Hall and Carol D. Hall, his wife, to each acquire a 50% share in the 2081 Rt. 23 Company Limited partnership from Virgil Blevins and Ronald Skipton. The 2081 Rt. 23 Company, Ltd. shall remain intact as the owner of the property at the project site and remain the obligor on mortgages and on the property.

SECTION II.                      Blevins Appliance and Electronics will cease to be a tenant at the project site as of December 31, 2000. It is the intent of the 2081 Rt. 23 Company to lease the space now occupied by Blevins Appliance and Electronics as soon as possible thereafter. All personal guarantees, including those of William Hall, Carol D. Hall, Virgil Blevins, Becky Blevins, Ronald Skipton, and Mary H. Skipton shall remain in effect and continue unchanged for the remainder of the term of this RLF loan.

SECTION III.                      All commitments, including job creation, shall remain as stated in the grant agreement and legally binding documents for this project. 2081 Rt. 23 Company, Ltd. shall inform the Delaware County RLF Committee when and if the space formally occupied by Blevins is leased. Should this space not be leased by June 30, 2001, representatives of 2081 Rt. 23 Company, Ltd. shall meet with the RLF Loan Committee to review the status of the

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project.

SECTION IV. The Delaware County Economic Development Director shall forward a copy of this Resolution and the revised project agreement to the Office of Housing and Community Partnership, Ohio Department of Development upon execution.

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

**RESOLUTION NO. 00-869**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES AND PHYLLIS BLACKBURN, LAURA GEORGE, BONNIE MULLINS, CHERYL PISANO, TODAY’S LEARNING CHILD AND GRACE BRETHERN CHRISTIAN SCHOOL:**

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

**Phyllis Blackburn**

This contract is entered into on October 16, 2000, between the Delaware County Department of Job and Family Services (“Department”) and Phyllis Blackburn, a certified Type B Family Child Care Home, (“Provider”), located at 201 S. Main Street #4, Prospect, Ohio whose telephone number is (740) 494-2502. 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 October 16, 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 hour)
 

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

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

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- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).
    - Provider  
ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (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

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been started before the end of the three-year period, the Provider shall keep the records until completion of the action on all issues or until the end of the three-year period, whichever is later.

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

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**Laura George**

This contract is entered into on October 16, 2000, between the Delaware County Department of Job and Family Services ("Department") and Laura George, a certified Type B Family Child Care Home, ("Provider"), located at 549 Thistle Drive, Delaware, Ohio whose telephone number is (740) 368-8319. 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 October 16, 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 hour)
 

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

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

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

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requirements of states in which border state child care providers are located. The Provider agrees to secure and maintain licenses or certificates as appropriate.

13. **INDEMNITY AND INSURANCE:**

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

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

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

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

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

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

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

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

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

**Bonnie Mullins**

This contract is entered into on October 16, 2000, between the Delaware County Department of Job and Family Services ("Department") and Bonnie Mullins, a certified Type B Family Child Care Home, ("Provider"), located at 1391 St. Rt. 203, Delaware, Ohio whose telephone number is (740) 362-0894. 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 October 16, 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

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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 hour)

\$1.65 per hour

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

None

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

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

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

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

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

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

(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.

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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 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.

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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.

**Cheryl Pisano**

This contract is entered into on October 16, 2000, between the Delaware County Department of Job and Family Services ("Department") and Cheryl Pisano, a certified Type B Family Child Care Home, ("Provider"), located at 668 Crofton Loop, Delaware, Ohio whose telephone number is (740) 362-4441. 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 October 16, 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 hour)
- \$1.65 per hour
- (2) **Adjustments to Basic Rates:** The following fees may be incorporated within the payment rate and/or payment schedule.
- None

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

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

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

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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**

This contract is entered into on October 16, 2000, between the Delaware County Department of Job and Family Services (“Department”) and Today’s Learning Child, a licensed child care center, (“Provider”), located at 47 Lexington Blvd. Delaware, Ohio 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 November 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:**

Full Time: All Rates are Per Day		Part time: (Less than 5 hours)
Infant	\$25.80	n/a
Toddler	\$22.40	\$15.00
Three’s/Preschool	\$20.00	\$13.40
School Age	\$19.00	\$12.60
School Days		
Before School	\$7.40	
After School	\$10.60	
Before & After School	\$16.00	
School Days		
Kindergarten AM/PM	\$16.00	
Kindergarten PM	\$14.40	
Before Only	\$ 7.00	
After Only	\$11.00	
Before & After	\$13.40	

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

Registration Fees                      \$25.00

- (3) **Absentee Payment Policy:** The Department will reimburse the Provider Eighteen (18) absentee days per child during each six-month period that care is provided to a child. After five

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consecutive absentee days, the Provider shall report the absences to the Department in order to verify enrollment of the child with the Provider.

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

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

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

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

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

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

**Grace Brethren Christian School**

This contract is entered into on October 9, 2000, between the Delaware County Department of Job and Family Services (“Department”) and Grace Brethren Christian School, a licensed child care center, (“Provider”), located at 8225 Worthington-Galena Road, Westerville, Ohio and whose telephone number is (614) 431-8228. 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 October 16, 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:**

	<b>Full Time: (5 or more hours)</b>	<b>Part Time: (less than 5 hours)</b>
Preschool	\$21.20	\$14.20
Schoolage	\$19.60	\$13.00

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

Registration Fees            \$25.00

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

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

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

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- (A) **Duplicate Billing:** The Provider assures that claims made to the Department for payment shall be for authorized services rendered to eligible individuals and such claims shall not have been made against other funding sources for the same services.
- (B) **Responsibility For Repayment:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit finding by appropriate state or federal audit or for any exception identified by the Department's record review or monitoring directly related to the performance of this contract. Responsibility includes repayment as follows:
- (1) The Provider agrees to pay the Department the full amount of payment received for services not covered by the Provider's contract; and
  - (2) The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billings, deceptive claims or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct or omission which creates, confirms or perpetuates a fake impression in another, including a fake impression as to the law, value, state of mind or other objective or subjective fact.
6. **ADDITIONAL FEES PAID BY CLIENTS:** The Provider agrees that publicly funded child care recipients shall not be required to pay fees other than the copayment set by the Department to the Provider and fees that are the responsibility of the department, as a condition for delivery of services under this contract.
7. **ELIGIBILITY FOR SERVICES:**
- (A) **Eligibility Determinations:**
- (1) Eligibility for publicly funded child care shall be determined by the:
    - X Department.  
Department, based on information collected by and submitted to the Department within calendar days of receipt to assure a timely determination of eligibility (see (7) (A) (2)).  
Provider  
ChildCare Resource and Referral agency serving the county.
  - (2) All eligibility determinations shall be made no later than thirty calendar days from the date of receipt of a completed application for publicly funded child care services.
  - (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

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the action on all issues or until the end of the three-year period, whichever is later.

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

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**RESOLUTION NO. 00-870****IN THE MATTER OF ACCEPTING THE AWARD OF THE HAZARDOUS MATERIALS TRAINING GRANT:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to accept the award of the Hazardous Materials Training Grant in the amount of \$3,105.00:

The grant is for full funding for special Hazardous Material training to be conducted by instructors at the University of Findlay. This is a compensation type grant with the county paying all associated costs initially and the PUCO reimbursing the county 100% following the training. The Board approved the grant application in May 1, 2000.

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

**RESOLUTION NO. 00-871****IN THE MATTER OF AWARDING THE CONTRACT BY NORTHWESTERN SECURITY FOR THE SECURITY SYSTEM AT THE COMMON PLEAS COURT HOUSE; CARNEGIE LIBRARY AND FUTURE COUNTY BUILDINGS:**

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

Whereas, Delaware County had three vendors on state contract that could provide all aspects of our security needs; and

Whereas, after carefully reviewing the quotes, the quote submitted by Northwestern Ohio Security System, Inc., has been determined to be the lowest and best quote;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Northwestern Ohio Security System, Inc. in the amount of \$73,368.83 for Security System and Maintenance.

**Access Control System:**

**Description:** To pass through a controlled door of the building the employee must touch a proximity key/card to a reader on the outside of the door; and if authorized by software in the system, the door will release the lock on the door to permit entry. To exit the door, a PIR detects your presence and unlocks the door to permit free egress if the lock is a magnetic type lock. Electric strikes in the system will allow free egress at all times. All activity is logged in the hard drive of a computer that has the access software loaded. An event printer will print reports or events as they happen. A separate computer will be the photo-ID badging station with a photo-ID printer. There are several types of reports in the software to tell you a complete history of all activity by person, door, day, etc.

**CCTV System:**

**Description:** The Closed circuit television system consists of existing and new, b/w and color cameras mounted in locations agreeable to the customer, and with lenses to provide a picture of the area of concern to customer. All cameras are wired into a multiplexor which allows the cameras to all be recorded on one Time Lapse Recorder, and to be displayed in one of several formats on a monitors. Control of outdoor P/T/Z camera domes is by a control on the multiplexor at the head end. The system also includes a second monitor location to strickly view the display being controlled by head-end.

**Security System;**

**Description:** The alarm system will report to NWOSS 24 hour central station and NWOSS staff will call police/fire dept. as appropriate upon an alarm activation. NWOSS Staff will also notify customer's personnel as instructed in writing. System will monitor all contacted doors, glass breaks and motion detector. The keypad is used to turn the system on/off. A second keypad/annunciator may be wanted at head-end equipment to monitor all activity. Basic Monitoring fee is \$20.00 per month. Open/close reports option is \$20.00 per month. 800 Toll free service is \$5.00 per month.

All wire is non-plenum type run open above drop ceilings. Customer to provide 110VAC to head end location. Warranty is one-year parts and labor. Labor is from state purchasing list. Turnkey Installation Rate (non-prevailing wage) \$60.00/hour.

**NWOSS RESPONSIBILITIES:**

1. Provide all equipment and wire.
2. Provide wiring diagrams for proper installation.

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3. Terminate controller panels, install software, program system for basic set up, & place systems into operation.
4. Train customer (one session) on site. Additional training available for a fee.
5. Spot all cameras on site with customer to determine exact camera locations, mounting and lens selection. Go over installation with customer and installer at same time.

**NWOSS Subcontractor/Installer's Responsibilities**

1. Mount and terminate all peripheral devices. Mount any transponders at ladder height for easy servicing.
2. Mount Controller panels.
3. Mount and terminate all cameras and power supplies.
4. Run all wire per NWOSS wiring diagrams in a neat manner, and label it.
5. Do not splice video cable. Install connectors properly.
6. Test all wire for shorts and grounds.
7. Provide bucket truck or lifts as required.

**Customer's Responsibilities**

1. Provide 110 VAC outlet and phone lines to control panel location, head end equipment, and power supplies.
2. Provide 110 VAC outlet w/in 25' of all outside domes.
3. Allow full access to all areas during normal business hours to install system.
4. Provide door closures and doors in good working order, and any hardware modifications to doors are by customer, if necessary.
5. Approve exact location of each camera with specific lens before any wire is run. NWOSS will go to each location with cameras and customer will see the exact picture on a monitor. Any changes in location afterwards are billed as a change order once the cabling is run.
6. Programming of customer data base is by customer. NWOSS will train customer. Custom programming, graphical display maps, or data entry for customer is available at an additional charge on an hourly rate basis only.
7. Provide an output from the fire alarm system, if existing, in both buildings for door release on alarm.
8. Provide all needed cable to the inside of the elevator/shaft to connect reader.
9. Provide all needed contacts/relays needed for the elevator controller for interface with access control software.

**Security System** \$71,418.83

**Maintenance** \$ 1,950.00

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

**RESOLUTION NO. 00-872**

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

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

Scott Papay has accepted the position of Telecommunications Operator I for 9-1-1; effective date of hire is October 23, 2000.

Scott Sullivan has been promoted from TCO I to TCO II for 9-1-1; effective date of promotion is October 17, 2000.

Kelly Stojkov, a TCO II, has been promoted to additional responsibilities of TAC Officer for 9-1-1; effective date of promotion is October 9, 2000.

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

**RESOLUTION NO. 00-873**

**10:00 AM - CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 157.517, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:**

Reconvene the Hearing at 10:00 am.

Recess for 5 minutes for Mr. Shade to call his clients at 10:39 am reconvene at 10:45 am.

It was moved by Mr. Wuertz, seconded by Mr. Ward to Close the Hearing at 11:11 am.

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

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It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the hearing until October 30, 2000, at 7:30 pm.

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

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